MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 6, 2022, 10:30 A.M.

REGULAR MEETING

CALL TO ORDER

INVOCATION – Pastor Randy Curtis, Southern Pines Seventh Day Adventist Church

PLEDGE OF ALLEGIANCE – Captain Bill Flint

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: August 16, 2022, Regular Meeting

B.Minutes: August 18, 2022, Special Meeting

C.Minutes: August 23, 2022, Special MeetingD.Budget AmendmentsE.Resolution Authorizing Upset Bid Process for LRK # 10002365F.Resolution Authorizing Upset Bid Process for LRK # 00037017

G.Deed of Dedication for Winder Station

H.Public Works – Contract with Fat Monkey Express for Biosolids TruckingI.Public Works – Sole Source Purchase of Bar Rake Parts for WPCPJ.Public Works – Sole Source Purchase of Grit Classifier Parts for WPCPK.Aging – Grant Application to NCDOI – SHIIP Division

L.DSS – Contract with Right Transportation for FY 23

M.DSS – Contract with ASAP Transportation Services for FY 23N.Health – FY 23 Activity 716 COVID-19 Vaccination Program Funding

IV.RECOGNITIONS

V.PRESENTATIONS

A.Tax – 2023 Schedule of Values / Timeline (Gary Briggs, Tax Administrator)

B.Finance – Quarterly Fiscal Report for Sandhills Center (Caroline Xiong, FinanceDirector)

VI.PUBLIC HEARINGS

A.Call to Public Hearing/Partners in Progress – Amendment of FY23 Funding Agreementfor Additional Position (John May, Chairman / Natalie Hawkins, Executive Director)

B.Call to Public Hearing/Planning – Initial Zoning Request for RA-40 – Eastman Road (Debra Ensminger, Planning Director)

VII.OLD BUSINESS

VIII.NEW BUSINESS

A.Planning – Request from Town of Aberdeen for Transfer of Watershed Allocation(Debra Ensminger, Planning Director)

B.Sheriff – Request for Approval of Sole Source Contract with Stanley ConvergentSecurity Solutions, Inc. (Captain Bill Flint)

C.Information Technology – Request for Approval of Contract with SHI, Inc. andMicrosoft Enterprise Agreement 2022-2025 (Chris Butts, Information Technology Director)

D.Parks & Recreation – Request for Approval of Contract with PlayCore Wisconsin, Inc.(Billy Ransom, Parks & Recreation Director / Misty Leland, County Attorney)

E.Legal – Request for Approval of Pro-Life Resolution (Misty Leland, County Attorney on behalf of Commissioner Nick Picerno)

F.Legal – Request for Approval of Excise Tax Resolution (Misty Leland, County Attorney)

G.Legal – Request for Approval of Revision to Personnel Policy (Misty Leland, County Attorney)

H.Administration – Request for Approval of Position Classification and Pay Plan (JanetParris, Assistant County Manager)

IX.APPOINTMENTS

A.Library Board of Trustees

X.ADDITIONAL AGENDA

XI.MANAGER’S REPORT

XII.COMMISSIONERS’ COMMENTS
XIII.CLOSED SESSION – if necessary
ADJOURNMENT
COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:
Fire Commission, Thursday, September 8, 6:00pm (Ritter)
Board of Health, Monday, September 12, 6:00pm (Quis)
Sandhills Center Board, Tuesday, September 13, 7:00pm (Graham)
Pre-agenda, Wednesday, September 14, 9:30am (Picerno / Quis)
DSS Board, Monday, September 19, 5:30pm (Graham)
Regular Meeting, Tuesday, September 20, 5:30pm
Pre-agenda, Wednesday, September 28, 9:30am (Ritter / Quis)
Regular Meeting, Tuesday, October 4, 10:30am
Special Meeting (Opioid Allocation Agreement w/ Municipalities, Wednesday, October 5, 2:00pm

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 amaximum of thirty minutes.

2.Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available onthe 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 havehis/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 speakwill 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 nameand address.

5.Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address allcomments to the Board as a whole and not one individual commissioner. Discussions between speakers and members ofthe audience will not be allowed.

6.Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatoryor 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 getto 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 remarksand 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 publicoffice, including the candidacy of the person addressing the Board; matters which are closed session matters, includingbut not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, propertyacquisition, 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, AUGUST 16, 2022
REGULAR MEETING
The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, August 16, 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
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Chairman Quis called the meeting to order. Rev. Emily Davis of Jordan Chapel AME Zion Church offered the invocation and Assistant County Manager Janet Parris led the Pledge of Allegiance.
PUBLIC COMMENT PERIOD
The following offered comment: Barb Lamblin, Rebekah McInnis, Ilona Schwartz, Dwight Creech, Robert Kirsling, Vic Allen.
Chairman Quis asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.
CONSENT AGENDA
Commissioner Picerno requested that a consent agenda item regarding revision 19 to the capital project ordinance for the local educational bonds – 2018 bond referendum be moved off the consent agenda to the last item under New Business. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the following remaining consent agenda items:
Minutes: August 1, 2022, Special Meeting Minutes: August 2, 2022, Regular Meeting
Tax Releases/Refunds – July 2022
Budget Amendments Pandemic Recovery Capital Project Ordinance Revision 1 (Fund 437) MCTS FY23-24 Memorandum of Understanding with Monarch

The tax releases/refunds resolutions, budget amendments, and Fund 437 capital project ordinance revision are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

PRESENTATIONS Tax – 2022 Session of the Board of Equalization and Review

Commissioner Daeke, Chairman of the Tax Board of Equalization and Review, reported on the 2022 session. The report is hereby incorporated as a part of these minutes by attachment as Appendix D. Chairman Quis expressed appreciation to Commissioner Daeke for his work.

Moore County Schools – Needs-Based Funding Grant Application

Dr. Tim Locklair, Moore County Schools Superintendent, provided information regarding needs-based funding available and noted a minimum 15% local match was required for award of these grant funds. Dr. Locklair emphasized that the match had to come from a local funding source. He introduced Mr. John Birath, Executive Officer for Operations for Moore County Schools, who reviewed criteria and proposed projects that could be addressed if funds were awarded. Upon inquiry by Commissioner Picerno, Mr. Birath clarified that they would not affect the Schools' normal lottery funding distribution. Commissioner Picerno asked when it was determined the Schools were eligible for the funding and Mr. Birath indicated they became aware in November so missed one funding cycle and had prepared for this cycle after getting some clarification. Dr. Locklair shared that districts received the information July 28 or 29 and the cycle opened August 1. Commissioner Picerno discussed that this was the Board's only meeting to approve or disapprove for this funding cycle and Dr. Locklair said he did not disagree that it compressed available time. Commissioner Picerno commented regarding requests made to the Board with insufficient time for decision-making. He asked about gym projects that were listed that were also on the bonds ordinance and Dr. Locklair explained they would be moving forward with the first three projects with bond premium funds and then could make funding go further.

Commissioner Picerno noted that a Sandhills Farmlife project was number four on a previous priority list but was not even listed on the grants project list and asked what happened. Dr. Locklair said it was still need as was Carthage and Vass Lakeview. Commissioner Graham asked what the total potential local match would be for the County and Dr. Locklair said it would be $16,152,353 if all eight projects were approved. Chairman Quis inquired regarding how they evaluated projects for priority and Dr. Locklair explained it would be those that impacted a whole school, or a large percentage of the population based on information received from NCDPI. Commissioner Picerno made a motion to approve the needs-based public schools capital funds grant only for Crains Creek to be submitted, and not submit any of the others at this time. He stressed to Schools officials that they had to communicate with the Board, and it was vitally important for the Board of Commissioners and Board of Education to be on the same page. Commissioner Ritter seconded the motion, which carried 5-0.

PUBLIC HEARINGS

Public Hearing/GIS – Amendment to the Road Name and Addressing Ordinance to Add Six Roads

GIS Manager Rachel Patterson presented a request for an amendment to the Road Name and Addressing Ordinance to add six roads. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to close the public hearing. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to add six roads to the Moore County Road Name and Addressing Ordinance as proposed. The amendment is hereby incorporated as a part of these minutes by attachment as Appendix E.

Public Hearing/Planning – Conditional Rezoning Request: RA-40 and B-2 to B2-CZ – US Hwy 15/501

Planning Director Debra Ensminger presented a request for a conditional rezoning from RA-40 and B-2 to B-2-CZ at Hwy 15/501 for construction of a building and storage yard for a contractor office. She noted that this item had been presented to the Board previously and the applicant had addressed previous concerns regarding an easement. Chairman Quis opened the duly advertised public hearing regarding this matter.

Mr. Tim Carpenter with LKC Engineering, representing the applicant, provided a presentation and addressed issues that revolved around septic and access easements. Chairman Quis inquired regarding a retention pond and whether it drained from the west and Mr. Carpenter offered explanation. Mr. Shawn Sazuma, of 25 Red Fox Run, owner of American Nursery and Landscaping Co., located across the road from the subject property, discussed concerns regarding the property formerly being used as a dumping site and dangers of that area of Hwy 15/501. He also discussed his concerns with the topography of the area between the road surface and the property, noting a steep drop-off from the right-of-way. Mr. Carpenter responded to his concerns and explained that they would have to work with NCDOT to get a driveway permit. He said the dumping that had happened appeared to be primarily construction debris, a lot of it concrete. Mr. Jeff Tucker, present with Mr. Carpenter, reviewed the area of the property that contained the rubble. Mr. Sazuma shared that the debris from what he witnessed contained the dismantling of Kmart, and he was not concerned with the concrete but was concerned about the components of the other debris and he questioned whether there was an environmental impact statement. Mr. Sazuma said, however, that his main concern was the traffic issue. Chairman Quis asked for more information regarding the testing of the soils. Mr. Carpenter discussed this issue further and said he did not know that there was any reason to believe they would release any toxins. He said if that were encountered during construction and grading, it would have to be removed.

Regarding the traffic, he said that was about as straight of a stretch of road as you could find and that with a driveway permit, they could already put a minor subdivision. Ms. Belinda Brown of 243 Brookside Road shared photos of a traffic accident involving her son in the area and discussed her concerns with traffic, dumping, and the topography of the site. Chairman Quis asked Ms. Ensminger if she recalled long term plans for widening 15/501 and she said it was not on the STIP to happen any time soon. She noted that 15/501 was a very busy highway but NCDOT was the gatekeeper and would have to issue a permit. Mr. Carpenter offered that it was plausible that NCDOT would come back and require a right taper. Regarding concerns discussed about the age of traffic data shared, Mr. Carpenter explained that it may not be last year’s data, but it was not ten years old. He also discussed his belief that there would be no polluting across a creek into Ms. Brown’s property.

There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to adopt the approval of the 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. Commissioner Picerno made a motion, seconded by Commissioner Graham, to approve the Conditional Rezoning from Residential andAgricultural-40 (RA-40) & Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B-2/CZ) to construct a building and storage yard for a Contractor Office on an approximately 4.96-acre portion of two parcels of approximately 14.07 acres located on US 15- 501 Highway, owned by JT & JR, Inc., per Deed Book 5504 Page 445 and Deed Book 5446 Page 365 and further described as ParID 00014913 and 00016274 in Moore County Tax Records. Chairman Quis commented that he thought the applicant was adhering to the Highway Corridor Overlay District, which was a very high standard

and they had shown fencing that would shield the surrounding property owners. He expressed his appreciation to them for working with Ms. Jackson regarding the easement and he encouraged continuing to work together. The motion to approve carried 5-0. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes
by attachment as Appendix F.

Public Hearing/Planning – Conditional Rezoning Request: RA to RA-CZ – NC Hwy 22

Planning Director Debra Ensminger presented a request for a Conditional Rezoning from RA to RA-CZ at NC Hwy 22 for construction of a tower for a wireless communication facility. Commissioner Picerno asked whether this would be ¼ of an acre on a 70-acre tract and Ms. Ensminger said that was correct. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Ralph Wyngarden, present on behalf of Verizon Wireless, noted Mr. David Best with site acquisition and property owners Chesley and Carolyn Rimmer were present, and he discussed the critical coverage gap for this area. He discussed the addition of the tower would help serve lower areas and particularly the North Moore Road and North Moore High School area. There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the approval of the 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 Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-supporting lattice tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 70.20 acres located on NC 22 Highway, owned by Carolyn & Chesley Rimmer, per Deed Book 5180 Page 166 and further described as ParID 00003579 in Moore County Tax Records. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part these minutes by attachment as Appendix G. NEW BUSINESS Sheriff – Request for Approval of Contract with Ilderton Dodge-Chrysler-Jeep-Ram Major Andy Conway presented a request for approval of a contract for the purchase of four vehicles. He noted that delivery would be sooner than was indicated in his memo to the Board. Commissioner Graham inquired as to whether this was bid locally, and Major Conway said yes but the cost locally was significantly higher. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract with Ilderton Dodge-Chrysler-Jeep-Ram for the purchase of four 2022 Dodge Durango AWD pursuit vehicles and authorize the Chairman to sign the same.

Sheriff – Request for Amendment to Contract with Aramark for Inmate Food Services Captain Bill Flint presented a request for approval of an amendment to the contract for inmate food services. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the amendment with Aramark Correctional Services, LLC and authorize the Chairman to sign the same after legal review has been completed. Public Safety – Request for Approval of Contract with EMS Management and Consultants, Inc. Public Safety Director Bryan Phillips requested approval of a contract with EMS Management and Consultants, Inc. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 approve the contract with EMS Management and Consultants via sole source and authorize the Chairman to sign all necessary documents upon financial and legal approvals.

Planning – Request for Approval of Resolution and Interlocal Agreement with Town of Southern Pines regarding a Split Jurisdiction Issue

Planning Director Debra Ensminger requested approval of a resolution and an interlocal agreement with the Town of Southern Pines for the County to exercise its planning, zoning, and development jurisdiction in the ETJ due to a split jurisdiction issue. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to approve the resolution and interlocal agreement with the Town of Southern Pines authorizing Moore County to exercise sole jurisdiction for planning, zoning, and development within the Armstead Subdivision within the extraterritorial jurisdiction of the Town of Southern Pines and authorize the chair to sign all necessary documents related to this approval. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix H.

Finance – Local Educational Bonds – 2018 Bond Referendum – Capital Project Ordinance Revision 19 Finance Director Caroline Xiong presented a request for approval of revision 19 to the capital project ordinance for the local educational bonds 2018 bond referendum. Commissioner Picerno inquired regarding the amount of interest received from the bonds and Ms. Xiong explained. Upon further discussion and with input from County Manager Wayne Vest, Ms. Xiong explained funds that were moving from the project ordinance to the general fund. Commissioner Picerno asked about the gyms projects that were on the needs-based grant application presented earlier in the meeting and Ms. Xiong explained that the Board had approved the use of bond premium funds, but they had not spent anything yet. She said the Schools would send the invoices. Commissioner asked if Ms. Xiong could keep the Board informed of when the funds were used, and she noted that the monthly reports sent to the Clerk for the Board had all those projects and details. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Local Educational Bonds – 2018 Bond Referendum Capital Project Ordinance – Revision 19 as presented. It is hereby incorporated as a part of these minutes by attachment as Appendix I. APPOINTMENTS ABC Board Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to appoint David Zmiewsky to the Moore County ABC Board to fill the unexpired term of Ernest Hooker through May 31, 2025. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to appoint Tom Adams to the Moore County ABC Board to fill the unexpired term of John Garner through June 30, 2023.

Airport Authority Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Eugene Horne to the Moore County Airport Authority for a four-year term commencing September 1, 2022, and expiring August 31, 2026.

Juvenile Crime Prevention Council Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to appoint LaShunda Maynor to the Juvenile Crime Prevention Council to fill the unexpired term of Lucinda Dedmond through August 31, 2023.

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Library Board of Trustees

Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 5-0 to waive the term limit and reappoint Theron Bell to the Library Board of Trustees for a three-year term expiring August 31, 2025.
COMMISSIONERS' COMMENTS Commissioner Picerno offered apology if his comments to Moore County Schools officials earlier in the meeting appeared rude. He discussed his feeling that it was appropriate when they were requesting taxpayer funds for the Board to have time to evaluate and make a good decision.
He thanked Tim Carpenter with LKC for the company's tremendous donation to the Parks and Recreation inclusive playground project. He noted regarding the conditional rezoning public hearing for the contractor office on Hwy 15/501 that he was sorry about Ms. Brown's son's accident; and if the rezoning was not approved, more houses could have gone there and increased traffic even further.
Chairman Quis shared that the previous day the State's emergency declaration for COVID-19 had been rescinded and the County followed suit as he sign the County's rescission also. ADJOURNMENT There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the August 16, 2022, Regular Meeting of the Moore County Board of Commissioners at 7:45pm

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Francis R. Quis, Jr., Chairman

________________________________ Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, AUGUST 18, 2022, 9:00 A.M.

The Moore County Board of Commissioners convened for a Special Meeting at 9:00am, Thursday, August 18, 2022, in the Grand Hall of the Moore County Senior Enrichment Center, 8040 US Hwy 15/501, Carthage, NC.

Commissioners Present:

Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno

Commissioners Absent:

Otis Ritter

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Chairman Quis called the meeting to order and welcomed everyone.

Opioid Allocation Agreement

County Attorney Misty Leland provided a presentation of information regarding the opioid allocation agreement and shared related documents. Her presentation and handouts are hereby incorporated as a part of these minutes by attachment as Appendix A. Commissioner Picerno asked whether any municipalities would receive any of the funds and Ms. Leland said only the County would receive funds in Moore County. Chairman Quis asked if Ms. Leland was receiving any guidance from the State regarding the funds and she indicated resources were being provided through the 5-5-5 Committee, of which she was a part, as well as the Attorney General's Office, and the North Carolina Association of County Commissioners. Commissioner Picerno expanded further regarding resources available through the NCACC which he learned about through service on its Board of Directors. Chairman Quis asked stakeholders present to introduce themselves and the following offered introduction and comment: Russell Cambria (Executive Director for Adult and Teen Challenge Sandhills), Roxanne Elliott (Sandhills Opioid Response Consortium), Trina Norwood (Bridge to Recovery), Karen Wicker (Drug Free Moore County), Dr. Skip Johnstone (TIDES), Sheriff Ronnie Fields / Major Andy Conway (Moore County Sheriff's Office), Anthony Ward (Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services). Chairman Quis said he was pleased to hear the progress these groups were making and would make soon. Sheriff Fields announced a Hope for Recovery event scheduled for September 24, Charay Dupree-Smith announced a Drug Free Moore County event to be held September 25, and Karen Wicker announced the Run for Recovery scheduled for October 29.

III.B.

Ms. Leland reviewed next steps and options as presented during her presentation and noted again a required annual meeting with municipalities to receive their input on the funds. Chairman Quis suggested reaching out to the municipalities to determine potential dates and Commissioner Graham recommended instead the Clerk confirm availability of the Board and then send to the municipalities.

County Manager Wayne Vest noted that the funds would not have to be spent within the same year they were received.

The Chairman called for a brief recess at 9:50am and the Board reconvened at 10:03am.

Commissioner Picerno made a motion, seconded by Commissioner Graham, to select Option A (as presented by Ms. Leland) and ask staff to prepare the application. Chairman Quis asked if the Board could change to Option B later if they wanted to do so and Ms. Leland said yes but recommended they stick with one selection once it was made. Commissioners Picerno and Graham withdrew their motion and second from the floor to allow Ms. Leland opportunity to further discuss options with the Board. Ms. Leland reviewed the requirements of Option B. Commissioner Graham discussed that Option A left more responsibility with elected officials and they were answerable to the people. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 4-0 to select Option A and direct staff to create the application process.

Tax Revaluation

Tax Administrator Gary Briggs provided a presentation, hereby incorporated as a part of these minutes by attachment as Appendix B, regarding the upcoming tax revaluation. Discussion followed and Mr. Briggs indicated a more in-depth presentation would be made before the Board at its September 6, 2022, Regular Meeting. County Manager Wayne Vest noted that the revaluation would feed into the FY24 budget and there would be discussion along the way regarding revenue neutral.

Water Sources

Public Works Director Randy Gould provided a presentation, hereby incorporated as a part of these minutes by attachment as Appendix C, regarding water sources. Commissioner Picerno asked about the timeline for Deep River and Mr. Gould said he hoped the study would be done by December. The next step would then be the application for funding and then the design followed by around two years of construction. He said materials supply was a big deal currently and it would probably be around five years overall. Commissioner Picerno said this was something they should really be pursuing now. County Manager Wayne Vest said they needed to be aggressive about forming partnerships and securing funding. There was discussion regarding the importance of the reservoir component. Robbins Town Manager Clint Mack, present at the meeting, offered comment regarding the Robbins reservoir potential. Commissioner Picerno discussed economic development in Chatham and Randolph Counties and said Moore had to have water sources / infrastructure. There was further discussion and Commissioner Picerno recommended re-engaging the water task force. In reference to a request by Carthage included in Mr. Gould’s presentation, Commissioner Graham asked Town of Carthage officials present at the meeting if there was an emergency need for Carthage. They said there was not yet, but if building continued there would be in a short amount of time.

There being no further business, the meeting was adjourned at 11:16am.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING TUESDAY, AUGUST 23, 2022, 10:00 A.M.
The Moore County Board of Commissioners convened for a Special Meeting at 10:00am, Tuesday, August 23, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, 1 Courthouse Sq., Carthage, NC.
Commissioners Present:
Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Otis Ritter, Nick Picerno
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Chairman Quis called the meeting to order. The purpose of the meeting was to continue a quasi-judicial hearing regarding a request by Tri South Builders, Inc. for a Special Use Permit for a Major Conservation Subdivision Preliminary Plat approval for 53 lots on 73.77 acres, ParID 00034394, located on Union Church Road, Carthage, owned by James and Carolyn Ring, per Deed Book 2368, Page 240. The hearing was originally opened on May 16, 2022, and was continued to June 2, 2022, June 23, 2022, July 18, 2022, August 1, 2022, and then to this day, August 23, 2022.
A transcript of the proceedings is hereby incorporated as a part of these minutes by attachment as Appendix A, and documents for the record and the recording are hereby incorporated by reference.
Commissioner Picerno asked the Board to consider allowing him to be recused as he felt he had too many personal conflicts of interest. He indicated it would be difficult to divide facts from family and make a good decision. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to recuse Commissioner Picerno. Commissioner Picerno left the meeting at 10:04am.
County Attorney Misty Leland noted one of the attorneys had some items he wanted to ensure were included in the record before the hearing was closed. Attorney Michael Parker shared handouts of a listing of all the exhibits. He moved to introduce the following exhibits: 62 (map of schools), 68 (map of voluntary ag district), 75 (Planopedia document), and 76 (UDO 18.15 and 18.16 poster).
Attorney Nick Robinson moved to introduce Exhibit 114 (PowerPoint from his closing argument). Likewise, Mr. Parker moved to introduce Exhibit 74 (PowerPoint from his closing argument). Ms. Leland asked that it be emailed to the Clerk as he did not have a copy available. She also asked for a copy of the updated exhibit list to be emailed to her and Mr. Robinson requested the same.
III.C.

Ms. Leland asked if there were any questions before the Board closed the quasi-judicial hearing and there was none. Chairman Quis closed the quasi-judicial hearing regarding this matter at 10:14am.

Chairman Quis made a motion to deny the Special Use Permit request. He offered comments regarding his reasoning for this conclusion being that four of the five findings of fact required to be met were not satisfied: The use will not materially endanger the public health or safety.

The use meets all required conditions and specifications. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood. The use will be in general conformity with the approved Moore County Land Use Plan.

Commissioner Ritter seconded Chairman Quis' motion to deny the Special Use Permit request and offered comments for his reasoning. Commissioner Graham offered comments of commendation for the commissioners and steering committee

that developed the Moore County Land Use Plan, and she discussed particularly the Plan's inclusion of preservation and protection of heritage and ambiance. She noted the difficulty of the decision on this matter

and that she had friends on both sides of the issue. She discussed the project's failure to satisfy findings that it was harmonious and in general conformity and stated her agreement with Chairman Quis' conclusion that four of the five findings were not satisfied.

Commissioner Daeke indicated his agreement with comments already made and commented further regarding the project's lack of conformity and location along a busy road with a curve nearby.

The motion to deny the Special Use Permit request carried 4-0.

Ms. Leland noted staff would prepare a Board Order and bring it back at one of the Board's upcoming meetings.

Chairman Quis thanked everyone involved with the hearing on this matter.

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 4-0 to adjourn the August 23, 2022, Special Meeting of the Moore County Board of Commissioners at approximately 10:31am.

____ Francis R. Quis, Jr., Chairman

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Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM:
DATE:
SUBJECT:
PRESENTER:
REQUEST:
Caroline L. Xiong, Finance Director
08/29/2022
Budget Amendments
Caroline L. Xiong
Agenda Item: Meeting Date: 09/06/2022
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. Health $28,240 ELC Enhancing Detection Cover additional workforce capacity 30001
mcrease Expansion costs due to COVID-19 pandemic
2. Health $62,062 716 CDC COVID-19 Support broad-base distribution access 30002
mcrease Vaccinations and vaccine coverage
3. Social Services $13,528 Federal Funding Crisis Payment for client's emergency heating 30003
mcrease Intervention Program or cooling costs 4. Property $8,821 Insurance Reimbursement Used for vehicle repairs for County 30005
Management mcrease Vehicles
5. Property $5,556 Insurance Reimbursement Used for purchase of supplies and parts 30006
Management mcrease for County Vehicles
IMPLEMENTATION PLAN: NIA
FINANCIAL IMPACT STATEMENT:
The overall effect is to increase/decrease the revenue and expenditures in the General Fund for $118,207 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.D.

Revenue
Expense
Revenue
Expense
Revenue
Fiscal Year 2022/2023
Budget Line Item Number
Health -ELC Enhancing Detection Expansion
10019056 32969 543EL Transfer from Multi-Yr Grant
10039025 51201 Salaries -Overtime
10039061 51201 Salaries -Overtime
10039061 51203 Salaries -Resource
10039061 51218 Salaries Resource -COVID
Budgeted
Amount Increase/ Revised
(Decrease) Budget
28,240 28,240
2,694 2,694
589 589
5,991 5,991
18,966 18,966
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
30001

Budget Amendment Staff Report
Department:
Health
Increase or Decrease of Amount of Funding: Increase 10019056-32969 543EL Activity 543 ELC Grant $28,240 Increase 10039025-51201 Administrative Salaries -Overtime $2,694 Increase 1003 9025-51203 Administrative Salaries -Resource $-0-
Increase 10039061-51201 Clinical Salaries -Overtime $589
Increase 10039061-51203 Clinical Salaries -Resource $5,991 Increase 10039061-51218 Salaries -Resource COVID $18,966
Source{s) of Funding:
The Division of Public Health (DPH), Communicable Disease Branch (CDB) is making an
allocation of these ELC Enhancing Detection Expansion supplemental funds available to all local health departments through the "CDC-RFA-CK19-1904" supplemental award, and in accordance with NC Session Law2021-3, to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.
Justification {please be specific):
This Budget Amendment is needed to cover additional workforce capacity costs incurred by the
Health Department due to COVID-19 pandemic work performed by both full-time and resource employees.
Activity 543 funding is provided in order for the Local Health Department to work to prevent,
prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.
Activities undertaken by the Local Health Department (LHD) and funded through this
Agreement Addendum shall address the following allowable activities, 1-6: 1.Enhance Laboratory, Surveillance, Informatics, and other Workforce Capacity.2.Strengthen Community Laboratory Testing.3.Advance Electronic Data Exchange at Public Health Labs4.Improve Surveillance and Reporting of Electronic Health Data.
5.Use Laboratory Data to Enhance Investigation, Response and Prevention.
6.Coordinate and Engage with Partners.

Fiscal Year 2022/2023
Budget Line Item
Number
Health -716 CDC COVID-19 Vaccinations
Revenue 10032071 35078 716 CDC COVID 19 Vaccinations
Expense 10039049 54135 716 CDC COVID 19 Vaccinations
Budgeted
Amount Increase/ Revised
(Decrease) Budget
62,062
62,062
62,062
62,062
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
30002

Departmept; Health Budget Amendment Staff Report

Increase or Decrease of Amount of Funding:Increase Revenue 10032071-35078 716 CDC COVID-19 Vaccination $62,062 It1crease Expense 10039049-54135 716 CDC COVID-19 Vaccination $62,062 Source(s) of Funding: The NC DllliS Division of Public Health provides federal grant funding to the Local Health Department (LHD) via Addendum Agreement to help support activities associated with COVID-19 mass vaccination planning and implementation. As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act of 2021, North Carolina received supplemental funding to assist local health departments with coronavirus vaccine activities to support broad-base distribution, access and vaccine coverage. Justification (please be specific}; The Local Health Dpartment (LHD) is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19. Funding may be used for vaccine storage & handling, planning, services locations, staffing, & infection control supplies. The service period for the FY23 Activity 716 CDC COVID-19 Vaccination Program grant ends on May 31, 2023. Per NC DHHS Division of Public Health Immunization Branch, these funds are subject to federal Uniform Guida1_1ce. Uniform Guidance - a "government-wide framework for grants management11 -is an authoritative set of rules and requirements for Federal awards.

Fiscal Year 2022/2023
Budget Line Item
Number
Budgeted
Amount Increase/ Revised
(Decrease) Budget
Social Services -Federal Funding Crisis Intervention Program
Revenue 10032044 33027 Crisis Intervention
Expense 10038049 53822 Crisis Intervention Program
228,305
228,305
13,528
13,528
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
30003
241,833
241,833

Budget Amendment Staff Report

Department:

Moore County Department of Social Services

Increase or Decrease of Amount of Funding:

Increase Crisis Intervention Revenue and Expense in the amount of $13,528.00 to make CIP budgeted amount equal total allocation received thus far in FY22/23.

EXPENSE LINE: 10038049-53822

REVENUE LINE: 10032044-33027

Source(s) of Funding:

Federal Funding

Justification (please be specific):

This funding is provided by the Federal Government via the State of North Carolina.

These funds will be used for payments on behalf of clients for emergency heating or cooling costs.

Revenue
Expense
Fiscal Year 2022/2023
Budget Line Item
Number
Property Management -Insurance Reimbursement
10018000 36053 Insurance Proceeds
10047087 53872 Professional SVCS
Budgeted
Amount Increase/ Revised
74,239
(Decrease) Budget
8,821
8,821
8,821
83,060
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
30005

Budget Amendment Staff Report

Department:

Property Management

Increase or Decrease of Amount of Funding:

10018000 36053 (Insurance Proceeds) $8,821.00

10047087 53872 (Professional Services) $8,821.00

Source{s) of Funding:

Insurance Reimbursement

Justification {please be specific):

Sedgwick Claims Management Services, Inc. sent settlement payment checks to the County of Moore Property Management for settlement of:

Miscellaneous Loss in the amount of $266.92

2017 Dodge Durango VIN#7879 for Sheriff Dept. Vehicle in the amount of$3,640.71

2021 Dodge Charger VIN#2246 in the amount of$4,913.03

The totaled amount received was $8,820.66 and will be used for vehicle repairs for the County Vehicles.

Revenue
Expense
Fiscal Year 2022/2023
Budget Line Item
Number
Property Management -Insurance Reimbursement
10018000 36053 Insurance Proceeds
10047087 52503 Vehicle Supplies/Parts
Budgeted
Amount Increase/ Revised
(Decrease) Budget
200,000
5,556
5,556
5,556
205,556
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
30006

Budget Amendment Staff Report

Department:

Property Management

Increase or Decrease of Amount of Funding:

10018000 36053 (Insurance Proceeds) $5,556.00

10047087 52503 (Vehicle Supplies/Parts) $5,556.00

Source{s) of Funding:

Insurance Reimbursement

Justification (please be specific):

Erie Insurance Exchange. sent settlement payment check to the County of Moore Property Management for settlement:

Settlement claim for property damage in the amount of $5,555.87

The totaled amount received was $5,555.87 and will be used for purchase of supplies and parts for the County Vehicles.

III.E.

III.F.

Agenda Item: Meeting Date: 9/6/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: August 29, 2022

SUBJECT: Deed of Dedication for Winder Station

PRESENTER: Randy Gould, PE

REQUEST:

Make a motion to accept the Deed of Dedication for Winder Station.

BACKGROUND: The water and sewer utilities construction for the Winder Station are complete and ready for operation and acceptance by the County.

IMPLEMENTATION PLAN: Accept the Deed of Dedication for the utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

The acceptance of ownership will place additional financial burden on Moore County Public Utilities which should be covered by the utility ratepayers.

RECOMMENDATION SUMMARY: Make a motion to accept the Deed of Dedication for the Winder Station development

SUPPORTING ATTACHMENTS: Deed of Dedication.

I:PublicWorks/Projects/Projects/Winder Station/Project Closeout/Deed of Dedication Agenda Memo 090522

III.G.

DEED OF DEDICATION

This instrument prepared by: Stephan Lapping, Associate County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ____ day of __________________, 20____, by and between:

GRANTOR

CW Land Development, LLC
PO Box 174
Olivia, NC 28368
GRANTEE

COUNTY OF MOORE, a political
subdivision of the State of North Carolina
P.O. Box 905
Carthage, NC 28327

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a tract or parcel located in McNeill Springs Township, Moore County, North Carolina, known as "Winder Station Subdivision" containing lots numbered 1 through 70 (hereinafter referred to as the "Property"); and

WHEREAS, Grantor has caused to be installed water and pipelines and equipment within the public right-of-way, the location of which is hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water and sewer service from Grantee to the newly installed pipelines and to make water and sewer from Grantee's system available to individual owners; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and sewer collection systems under the terms of which, among other things, in order to obtain water and sewer service, Grantor must convey title to the water distribution and sewer collection system to Grantee through an instrument of dedication acceptable to Grantee.

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water and sewer pipelines and connecting and incorporating those pipelines into the Grantee's system, Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and sewer mains, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 19, Slide 445, which plat is hereby incorporated by reference as if fully set forth herein. The water and sewer mains, equipment and apparatuses are located beneath Fire Ln and Conductor Ct, public rights-of-way located in Vass, NC. The pipelines connect with the Grantee's existing water and sewer lines adjacent to the subdivision. The length of the new pipeline consists of approximately 2,935 linear feet of 6 inch PVC water mains and 2,805 linear feet of 8 inch sewer lines.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets and cul-de-sac rights-of-way as depicted in the plat recorded at Plat Cabinet 19, Slide 445 and areas noted on the plat "public utility easement" (the "Easement Area").

TO HAVE AND TO HOLD said property above described together with the privileges and appurtenances thereto belonging to Grantee forever subject to the conditions herein expressed.

Grantor does hereby covenant that it is seized of said personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever. Grantor warrants that the water and sewer mains, equipment, and apparatuses are properly located beneath or within the roads of the Winder Station Subdivision.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. From the date of recordation at the Moore County Registry, Grantee will have 30 days, to inspect the personal property. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

(Seal)
Grantor's Signature

Grantor's Name (Print)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that ____________________ personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a __________________, and he/she has acknowledged that he/she is the ___________________ (title of office) of CW Land Development, LLC, a North Carolina limited liability company, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of CW Land Development, LLC.

Witness my hand and official seal, this ____ day of _______________, 20____.

Signature of Notary Public
(NOTARY SEAL)

Printed Name of Notary Public

My Commission Expires:

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the _____ day of ________________________, 20____.

COUNTY OF MOORE

Chair's Signature
Moore County Board of Commissioners

Attest:

Clerk’s Signature

Clerk to the Board
STATE OF NORTH CAROLINA AFFIDAVIT

COUNTY OF MOORE

CW Land Development, LLC, a North Carolina limited liability company, with an office and place of business located at PO Box 174, Olivia, NC 28368 and conducting business in Moore County, North Carolina (the “Affiant), being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in McNeill Township, Moore County, North Carolina, known as “Winder Station Subdivision,” containing lots numbered 1 through 70, as more particularly described in a Deed of Dedication in favor of County of Moore of even date herewith.

2. That it has caused to be installed water and sewer mains under and along the road rights-of-way for the property hereinafter described and referenced:

All water and sewer mains, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution and sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 19, Slide 445, which plat is hereby incorporated by reference as if fully set forth herein. The water and sewer mains, equipment and apparatuses are located beneath Fire Ln and Conductor Ct, public rights-of-way located in Vass, NC. The pipelines connect with the Grantee’s existing water and sewer lines adjacent to the subdivision. The length of the new pipeline consists of approximately 2,935 linear feet of 6 inch PVC water mains and 2,805 linear feet of 8 inch sewer lines.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets and cul-de-sac rights-of-way as depicted in the plat recorded at Plat Cabinet 19, Slide 445 and areas noted on the plat “public utility easement” (the “Easement Area”).

3. All the work which has been performed in the construction and installation of said water and sewer mains described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor

arising out of any work performed in said subdivision or the water and sewer mains installed therein which would in any way jeopardize title to the subdivision or the water and sewer mains located therein.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

(Seal)
Grantor’s Signature

Grantor’s Name (Print)

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that ____________________ personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a ______________________, and he/she has acknowledged that he/she is the ___________________ (title of office) of CW Land Development, LLC, a North Carolina limited liability company, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of CW Land Development, LLC.

Witness my hand and official seal, this ____ day of _______________, 20____.

Signature of Notary Public
(NOTARY SEAL)

Printed Name of Notary Public

My Commission Expires:

Agenda Item: Meeting Date: September 6, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE Public Works Director

DATE: August 18, 2022

SUBJECT: Service Contract for Bio-Solids Trucking

REQUEST:

Authorize the Chairman to execute Service Contract with Fat Monkey Express, in the amount of $104,000 for FY23, for Bio-solids trucking.

BACKGROUND: As part of the treatment process, prior to discharge, the Moore County Water Pollution Control Plant (WPCP) must remove bio-solids from the treated water. The bio-solids are then dewatered and stockpiled. Per DEQ the dewatered bio-solids must be removed from the facility and sent to an approved disposal site. A Request for Proposals (RFP) was issued July 5,2022 for companies to provide removal service of bio-solids from the Moore County WPCP to the Anson County Landfill. Three responsive bids were received on July 21, 2022. The low bid was submitted by Fat Monkey Express.

IMPLEMENTATION PLAN: Authorize Chairman to approve Service Contract with Fat Monkey Express.

FINANCIAL IMPACT STATEMENT: Contract not to exceed $104,000.00 for Fiscal Year 2022-2023.

RECOMMENDATION SUMMARY: MOTION TO: Authorize Chairman to approve Service Contract with Fat Monkey Express in the amount not to exceed $104,000.00 for Fiscal Year 2022-2023 and authorize the Chair to sign.

SUPPORTING ATTACHMENTS: Request for Proposals

Bid Tabulation Contract

III.H.

1

COUNTY OF MOORE

NORTH CAROLINA

REQUEST FOR PROPOSALS

ISSUE DATE: July 5, 2022 RFP#: 2023-01 TITLE: WASTEWATER BIO-SOLID TRUCKING SERVICES – RE-BID

ISSUING DEPARTMENT: County of Moore Financial Services Attn: Terra Vuncannon 206 S. Ray Street PO Box 905 Carthage, NC 28327

Sealed Proposals will be received until Tuesday July 19, 2022 at 4:00 pm from qualified vendors for Wastewater Bio-Solid Trucking Services for the County of Moore Water Pollution control Plant. A Pre-Bid/Site Visit will be held at 10:00 am Tuesday July 12, 2022 at 1094 Addor Road, Aberdeen NC 28315. All inquiries for information concerning Instructions for

Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing): Terra Vuncannon, Purchasing Manager PO Box 905

Carthage, NC 28327 (910) 947-7118 (Telephone) tvuncannon@moorecountync.gov Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown

above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above. For your convenience, a Bid Drop-Off Box is located in the lobby at 206 South Ray Street, Carthage, NC 28327. In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid. Firm Name:

_______________________________________ Date: ___________________

Address: ____ Phone: __________________

____ By: _____________________

(typed)

By: _____________________ (signed)

TABLE OF CONTENTS

INSTRUCTIONS FOR PROPOSALS

1. Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form. In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind. 2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal. 3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. A Pre-Bid/Site Visit will be held at 10:00 am Tuesday, July 12, 2022 at 1094 Addor Road, Aberdeen NC 28315. All written questions shall be received by the Issuing Department no later than 10:00 am Wednesday, July 13, 2022. NO EXCEPTIONS. 4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.

5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until 90 days after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."

7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall also be provided, as appropriate. 8. All purchases for goods or services are subject to the availability of funds for this purpose.
9. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof. 10. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced. 11. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them. 12. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners. 13. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits with their bid package. This information will be used to create or update the County's bidder/vendor file.
14. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
15. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval. 16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

5

Background and Scope of Work Moore County WPCP is requesting a quote for the trucking of Wastewater bio-solids from our facility to Anson Waste Management Facility. We are requesting 4000 tons of bio-solids to be removed from
our facility. The Moore County WPCP has already secured a special waste disposal agreement and will pay the tipping fee directly to the Landfill. The landfill is approximately 50 miles from our facility. Quotes should be provided in cost per ton. When quoting the project please consider the following:

• Tipping will need to be done during the landfill's scale house hours: Monday thru Friday, 7:00am to 2:00pm. (Occasionally 2:30pm with scale house notification)

o Additional landfill requirements are:

 Loads must be spaced at least 1/2 hour apart.

• Moore County WPCP will provide loading of the bio-solids with our equipment into your trucks OR you may bring your own equipment and load your own trucks.

o If Moore County staff loads trucks with our equipment, the tonnage loaded will be at the discretion of the equipment operator to prevent spillage.

• Hauling for this project should begin within 30 days of award.

• Hauler should expect to remove a minimum of 4000 tons of bio-solids and must complete the project by June 30, 2023.

• Loading hours will be 5:00am to 6:00pm. Trucks/trailers may be left onsite overnight for loading.

• Clean up of any bio-solids spilled after leaving the Moore County WPCP and before arriving at the landfill will become the responsibility of the trucking company.

• Bids should be provided in "COST PER TON".A fuel surcharge table may be added to your bid.
The table should include % increase based on average fuel cost.

• An onsite visit is recommended but not required. Address of Moore County WPCP:
1094 Addor Road
Aberdeen, NC 28315 (910) 281-3146 Address of Anson Landfill:
375 Dozer Drive
Polkton, NC 28135 (704) 694-6900 (Just west of Wadesboro on HWY 74)

PROPOSAL FORM Sealed Proposals will be received until 4:00 pm on Tuesday, July 19, 2022 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

TOTAL COST PER TON (August 1, 2022 - June 30, 2023): $____________________________

Additional Information: 1. Landfill hours-acceptable times for first load and last load _________________________

2. Maximum number of tons acceptable per day _________________________

3. Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal __________

4. Destination tipping site - physical address _____________________________________

____

____

____

The following documents must be included to be considered a responsive bid:

1. Signed and completed bid form

2. Non-Collusion Affidavit

3. E-Verify Affidavit

4. W-9

The County may award a contract for all or part of the items specified. I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with. Date ____________________ Authorized Signature ___________________________________ Authorized Signatory E-mail: ____

Receipt of the following addendum is acknowledged:

Addendum No. _________________ Date: _______________________

Addendum No. _________________ Date: _______________________

COUNTY OF MOORE NON-COLLUSION AFFIDAVIT State of North Carolina County of Moore

I ____, being first duly sworn, deposes and says that: He/She is the __________________________ of ____________________________, the

Bidder that has submitted the attached bid;

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

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

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

____

Title

State of North Carolina

County of _________________ Subscribed and sworn before me, This ______ day of __________, 2022

________________________________ Notary Public

My commission expires: ________________________

8

Moore County E-Verify Affidavit   STATE OF NORTH CAROLINA   AFFIDAVIT

COUNTY OF MOORE

I, ______________________________ (the individual attesting below), being duly authorized by and on behalf of __________________________________ (the entity bidding on project hereinafter "Employer") after first being duly sworn

hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-
26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO _____

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

Executed, this ____ day of _______________, 2022.

Signature of Affiant Print or Type Name: __________________________

State of North Carolina

County of _____________ Signed and sworn to (or affirmed) before me, this the _____   day of _________________, 2022. My Commission Expires: Notary Public (Affix Official/Notarial Seal)

SAMPLE CONTRACT ONLY – DO NOT COMPLETE STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE This Contract is entered into the day of , 20 , between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and , (the “Contractor”). 1. Services to be Provided and Agreed Charges The Contractor agrees to provide services and materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by
reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1. 2. Term of Contract The term of this Contract is from through .
This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable. 3. Payment to Contractor During the term of this Contract, the Contractor will receive from the County an amount not to exceed $ as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. 4. Independent Contractor
The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. Insurance
The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:
Bodily Injury $1,000,000.00 per occurrence Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract. 7. Health and Safety The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-Verify Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the
requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 9. Iran Divestment Act Certification The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County. 11. Governing Law The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina. 12. Termination of Agreement

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 13. Successors and Assigns The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County. 14. Compliance with Laws The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders,
as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. 15. Notices All notices which may be required by this Contract or any rule of law will be effective when received by
certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY ATTN: DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327

CONTRACTOR:

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them. 17. County Not Responsible for Expenses The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing. 18. Equipment The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. 20. Severability If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract. 21. Non-Waiver The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself. 22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof. 23. Amendment This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary. 25. Headings

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

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above. COUNTY OF MOORE J. Wayne Vest County Manager CONTRACTOR

By:

Title: PREAUDIT CERTIFICATE

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

July 14, 2022

TO: All Bidders

RE: RFP 2023-01 Wastewater Bio-solid Trucking Services Addendum 1 ADDENDUM NO. 1

This ADDENDUM #1 forms part of Moore County's Request for Proposal for Wastewater Bio-solid Trucking Services for the County of Moore Water Pollution Control Plant. All requirements of the original specifications remain in effect in their respective order. Receipt of this Addendum must be acknowledged by its inclusion with the Informal Bid and noted as an inclusion on the sealed envelope.

The following changes and/or clarifications are hereby made to the original Informal Bid: NOTE: BID OPENING HAS BEEN EXTENDED UNTIL 4:00:00 PM EST, THURSDAY, JULY 21 2022. The scope of work for previous contact is included in the addendum. A REVISED PROPOSAL FORM IS INCULDED WITH THIS ADDENDUM. 1. Question: The minimum is 4000 wt /year. Is it likely the contractor would haul more than 4000 wt per year? Answer: There is the potential for more, but it is not anticipated.

2. Question: What is the average % cake solids? Answer: 27.4% 3. Question: Would the county consider a longer-term contract or a one-year renewal option? Answer: Yes, the County would like a two-year term. 4. Question: Has anyone other than B&R hauled your solids in the last 12 months, if so who and at what rate? Answer: No. 5. Question: What was the volume (wet ton) production hauled to the landfill in 2019, 2020 & 2021? Answer: FY 19-20 = 2,688; FY 20-21 – 2,210; F 21-22 – 2,381 6. Question: What is the YTD production hauled to the landfill?

Answer: 2,381 No further questions will be accepted. Sealed bids are due by 4:00 pm Thursday, July 21, 2022 to Terra Vuncannon at 206 South Ray Street, Carthage, NC 28327. For your convenience, a Bid Drop-Off Box is in the lobby. Opening will not be public.

END OF ADDENDUM NO. 1 Sincerely,

Terra Vuncannon Purchasing Manager County of Moore

REVISED PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Thursday, July 21, 2022 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public. Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units,
quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

TOTAL COST PER TON (August 1, 2022 - June 30, 2024): $____________________________

Fuel Surcharge:

____

____

Additional Charges:

____

____

The following documents must be included to be considered a responsive bid: 1. Signed and completed bid form
2. Non-Collusion Affidavit
3. E-Verify Affidavit
4. W-9

The County may award a contract for all or part of the items specified. I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____________________ Authorized Signature ____________________________________ Authorized Signatory E-mail: ____

Receipt of the following addendum is acknowledged:

Addendum No. __________________ Date: _______________________
Addendum No. __________________ Date: _______________________

3

Synagro Fat Monkey Express

Total Cost Per Ton $519,120.00 $26.00 $45.00 thru June 30, 2023

$49.50 Aug 1, 2023 - June 30, 2024

Additional Fees Demurrage after 8 hours per load - $150/hour Fuel surcharge imposed after fuel exceeds $6.50 Fuel surcharge of 1% per every .10 increase ? $4.40/gal

Minimum of 22 tons per load Price valid for one year 18 ton min per load quadaxle trucks

Standard Fuel Surcharge and CPI language 22 ton min per load on tractor trailer and dump truck

Demurrage for time exceeding 30 min loading and 30 min unloading at $105/hour in 15 min increments

Overweight tickets will be invoiced as pass through (will coordinate with loader/hauler to avoid overweight

Coastal Waste Services

RFP 2023-01 BIO-SOLIDS TRUCKING

BID TABULATION

JULY 21, 2022

FN 22-0393

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE This Contract is entered into the 19th day of August, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Kenneth Lee Thomas, an individual doing business as Fat Monkey Express who operates using USDOT Number 2318138 (the "Contractor"). 1. SERVICES TO BE PROVIDED AND AGREED CHARGES The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachment 1, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1. 2. TERM OF CONTRACT The term of this Contract is from August 1, 2022 through June 30, 2023.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon forty-five (45) days' notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR During the term of this Contract, the Contractor will receive from the County an amount not to exceed $104,000.00 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. 4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. INSURANCE The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina. The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury $1,000,000.00 per occurrence

Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for forty-five (45) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract. 7. HEALTH AND SAFETY The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-VERIFY Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 9. IRAN DIVESTMENT ACT   The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void. 11. NON-DISCRIMINATION IN EMPLOYMENT The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County. 12. GOVERNING LAW The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon forty-five (45) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County. 15. COMPLIANCE WITH LAWS The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment. 16. NOTICES All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS

ATTN: RANDY GOULD, DIRECTOR P.O. BOX 905

CARTHAGE, NC 28327 CONTRACTOR: KENNETH THOMAS DOING BUSINESS AS FAT MONKEY EXPRESS 4824 BEULAH HILL CHURCH ROAD WEST END, NC 27376 17. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor
unless otherwise agreed in writing. 19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing. 20. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority. 21. SEVERABILITY If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

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

23. ENTIRE AGREEMENT This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof. 24. AMENDMENT This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary. 26. HEADINGS Subject headings are for convenience only and will not affect the construction or interpretation of any provision. The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above. COUNTY OF MOORE KENNETH THOMAS DBA FAT MONKEY EXPRESS ________________________________ ____________________________________ Francis R. Quis, Jr. Kelly Thomas Chairman

ATTEST:

_________________________________ Laura M. Williams Clerk to the Board

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

ATTACHMENT 1

Background and Scope of Work

Moore County WPCP is requesting a quote for the trucking of Wastewater bio-solids from our facility to Anson Waste Management Facility. We are requesting 4000 tons of bio-solids to be removed from our facility. The Moore County WPCP has already secured a special waste disposal agreement and will pay the tipping fee directly to the Landfill. The landfill is approximately 50 miles from our facility. Quotes should be provided in cost per ton. The Contractor is responsible for all the following:

• Tipping will need to be done during the landfill's scale house hours: Monday thru Friday, 7:00am to 2:00pm. (Occasionally 2:30pm with scale house notification) a. Additional landfill requirements are: 1. Loads must be spaced at least ½ hour apart.

• Moore County WPCP will provide loading of the bio-solids with our equipment into your trucks or you may bring your own equipment and load your own trucks. a. If Moore County staff loads trucks with our equipment, the tonnage loaded will be at the discretion of the equipment operator to prevent spillage.

• Hauling for this project should begin within 30 days of award.

• Hauler should expect to remove a minimum of 4000 tons of bio-solids and must complete the project by June 30, 2023.

• Loading hours will be 5:00am to 6:00pm. Trucks/trailers may be left onsite overnight for loading.

• Clean up of any bio-solids spilled after leaving the Moore County WPCP and before arriving at the landfill will become the responsibility of the Contractor.

• Bids should be provided in "COST PER TON". A fuel surcharge table may be added to your bid. The table should include % increase based on average fuel cost.

• An onsite visit is recommended but not required. Total Cost per Ton to be paid to Contractor: $26.00

• Fuel Surcharge will be imposed after fuel exceeds $6.50. We will renegotiate if fuel exceeds $6.50 Address of Moore County WPCP: 1094 Addor Road Aberdeen, NC 28315 (910) 281-3146 Address of Anson Landfill: 375 Dozer Drive Polkton, NC 28135 (704) 694-6900 (Just west of Wadesboro on Hwy 74) .

Agenda Item: Meeting Date:
MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM: Randy Gould, Public Works Director
DATE: 8/15/2022
SUBJECT: Purchase of Bar Rake parts for WPCP
PRESENTER: Randy Gould
REQUEST:
Approve the purchase of Bar Rake parts from Daparak, inc. in an amount not to exceed $41,504.00 for Fiscal Year 2023 and authorize Chairman to sign the sole source letter.
BACKGROUND:
As part of the treatment process, during preliminary treatment, the Moore County Water Pollution Control Plants (WPCP) must remove rags/debris from the wastewater. The rag/debris removal system needs major repairs. Recent manufacturer upgrades to these units have incorporated a transducer upgrade, designed to halt unit operation prior to damage.
WPCP’s bare rake #1 has suffered this fate, the rake assembly is destroyed beyond repair. Bar rake
#2 has hung itself on multiple occasions severely damaging/fatiguing the assembly. The proposed purchase will restore unit #1 to full operation, provide a replacement assembly for unit #2, and provide the upgraded transducer device for both units. Daparak. Inc. is the exclusive distributor of Aqualitec Corp equipment in the state of North Carolina
for the municipal market.
IMPLEMENTATION PLAN: If approved, execute purchase, and proceed with project.
FINANCIAL IMPACT STATEMENT:
The purchase of parts for this project is a budgeted item.
RECOMMENDATION SUMMARY:
Make a motion to approve the purchase of Bar Rake parts from Daparak, inc. in an amount not to exceed $41,504.00 for Fiscal Year 2023 and authorize Chairman to sign the sole source letter.
SUPPORTING ATTACHMENTS: Sole Source Letter
Justification Letter
III.I
09/06/2022

Daparak, Inc.
Bar Rake Assembly parts
$41,504.00
SR
SR
08/30/2022
08/30/2022
08/30/2022

Agenda Item: Meeting Date:
MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM: Randy Gould, Public Works Director
DATE: 8/15/2022
SUBJECT: Purchase of Grit Classifier parts for WPCP
PRESENTER: Randy Gould
REQUEST:
Approve the purchase of Grit Classifier parts from Charles R. Underwood, inc. in an amount not to exceed $37,225.30 for Fiscal Year 2023 and authorize Chairman to sign the sole source letter.
BACKGROUND:
As part of the treatment process, during preliminary treatment, the Moore County Water Pollution Control Plants (WPCP) must remove inorganic solids (grit) from the incoming wastewater. The grit removal system needs major repairs. Moore County WPCP has 2 grit classifier units, current known condition of these units is:
1. Both units require replacement of their spiral augers
2. Both units have non-functioning agitators requiring replacement3. Both will require purchase of an agitator couplingAn overseas shipping charge of $10,000.00 escalates the purchase priceCharles Underwood is the sole distributor within the United States for parts used in the Grit
Classifiers at the WPCP.
IMPLEMENTATION PLAN: If approved, execute purchase, and proceed with project.
FINANCIAL IMPACT STATEMENT:
The purchase of parts for this project is a budgeted item.
RECOMMENDATION SUMMARY:
Make a motion to Approve the purchase of Grit Classifier parts from Charles R. Underwood, inc. in an amount not to exceed $37,225.30 for Fiscal Year 2023 and authorize Chairman to sign the sole source letter.
SUPPORTING ATTACHMENTS:
Sole Source Letter Justification
III.J.
09/06/2022

Charles Underwood
Grits Classifier Augers/Agitators
$37,225.30
SR
SR
08/30/2022
08/30/2022
08/30/2022

III.L.

III.M.

Agenda Item: Meeting Date: September 6, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: August 29, 2022

SUBJECT: FY 23 Activity 716 COVID-19 Vaccination Program

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of $62,062 as per the FY23 Activity 716 COVID-19 Vaccination Program Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

BACKGROUND: As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.

Funding will be focused on the work of removing barriers and expanding COVID-19 vaccination programs. Major activities include the maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics; activities focused on hard-to-reach, high-risk, underserved populations; and increasing vaccine confidence to increase community vaccine coverage.

FINANCIAL IMPACT: No local funds are required.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director will take all necessary steps to execute the FY23 Activity 716 Agreement Addendum.

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of $62,062 as per the FY23 Activity 716 COVID-19 Vaccination Program Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

ATTACHMENTS: FY23 Activity 716 COVID-19 Vaccination Program Agreement Addendum

III.N.

Health Director Signature (use blue ink or verifiable digital signature) Date
LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name:
Phone and email address:
Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021
Moore County Health Department
Women's and Children's Health Section /
Immunization Branch
Local Health Department Legal Name DPH Section / Branch Name
716 CDC COVID-19 Vaccination Program Wendy Holmes, 919-707-5551 wendy.holmes@dhhs.nc.gov
Activity Number and Description DPH Program Contact (name, phone number, and email)
06/01/2022 – 05/31/2023
Service Period DPH Program Signature Date
(only required for a negotiable Agreement Addendum) 07/01/2022 – 06/30/2023
Payment Period
Original Agreement Addendum
Agreement Addendum Revision #
I. Background:
As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116- 260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure
greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.
Local health departments are to focus on the work of removing barriers and expanding their COVID-19 vaccination programs. The maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics must adhere to cold-chain procedures in accordance with the vaccine manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. Priority must be given to
activities focused on the hard-to-reach, high-risk, underserved populations and increasing vaccine
confidence to increase community vaccine coverage. Vaccine hesitancy is a complex matter that involves various factors, such as confidence, complacency, and convenience.
II. Purpose: The Local Health Department (LHD) is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and
expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19.

To reduce the spread of the SARS-CoV-2 virus and its variants, and bring an end to this pandemic, we need to vaccinate as many people as possible, as soon as possible. Planning and response require close collaboration among public and private sector partners, public health emergency response and emergency management, healthcare organizations, and healthcare industry groups within the community. A key component is community sustainability so that the LHD is prepared for a possible COVID-19 booster vaccination program and is prepared to implement influenza vaccination both
seasonally and as part of pandemic preparedness.

III. Scope of Work and Deliverables: The LHD shall: 1. Vaccinate eligible populations in accordance with all requirements and the most current official CDC/HHS recommendations for COVID-19 Vaccines as published as in the Morbidity and
Mortality Weekly Report (MMWR) and comply with all applicable requirements as set forth by the
U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 Vaccine.

2. Ensure designated healthcare professionals receive the training needed to ensure COVID-19 vaccines are stored, handled, prepared, and administered correctly. Training must be ongoing as new COVID-19 vaccines become available and as recommendations evolve when we learn more about
the vaccines and how to improve the vaccination process. Those requirements include:

a. COVID-19 vaccine management
b. Storage and handling procedures
c. Vaccine preparation and administration
d. Documentation and record keeping
e. Proper procedures for facilitating vaccine transfers between providers, and
f. Reporting requirements as required by NC DHHS/DPH and the CDC.

3. Identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and
adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.

4. Conduct vaccination clinics that are open to the public. These clinics may be provisionally located at walk-through sites (churches, community centers, outdoor tents) or other settings such as mobile, curbside, or drive-through sites.

5. Ensure safe implementation of on-site, satellite, temporary, off-site, or other alternative vaccination clinics. Follow CDC guidance for planning vaccination clinics that includes clinical considerations such as social distancing, responding to medical emergencies, vaccine storage, handling, administration, and documentation (https://www.cdc.gov/vaccines/hcp/admin/mass-clinic-activities/index.html). Large-scale clinics, such as those held in arenas or stadiums require added
logistical and technical considerations. Partners may need to be engaged to accomplish aspects of the local plan, such as National Guard, local law enforcement, local emergency management, local hospitals, and pharmacies.

6. Adjust clinic plans to accommodate a variety of scenarios due to vaccine hesitancy and no-show rates. Vaccine hesitancy includes many factors such as a lack of vaccine confidence, complacency

about the virus, and the inconvenience of obtaining a vaccine. Focus activities to establish and build trust among hard-to-reach, high-risk, and underserved populations.

7. Educate the public and community at large on the benefits of receiving the COVID-19 vaccine and disseminate standardized information to the public and providers within the LHD's county or district. Foster trust in conversations with the public to address specific topics on vaccine hesitancy. Enhance existing community partnerships to assist in vaccination promotion. These partnerships may include a variety of community and faith-based organizations to reach hesitant at-risk populations, such as churches, barber shops, community health centers, refugee serving organizations, homeless shelters, jails/prisons, factories such as meat processing plants, other essential businesses, and migrant farms.

8. Estimate the resources needed to support COVID-19 vaccine administration and outreach activities and hire or reassign staff additional personnel to support these functions.

9. Procure supplies for the vaccination clinics, as needed. Examples of supplies to obtain include those items necessary to protect both staff and patients from COVID-19, such as:

a. Hand sanitizer with at least 60% alcohol for hand hygiene

b. Clinic sanitizing wipes and cleaning tools to allow for frequent cleaning of the clinic area

c. Mask/face coverings for patients who do not have a mask

d. Signage, tape, ropes, and cones for clinic workflow to encourage physical distancing and efficient one-way flow through the vaccination process

e. Thermometers for checking each patient's temperature before entering the clinic

10. Store vaccine in proper vaccine storage equipment (e.g., refrigerators, freezers, portable storage units), and use CDC-approved digital data loggers for temperature monitoring of vaccine storage and handling units used for COVID-19 vaccine.

11. Follow relevant CDC vaccine transport requirements to prepare COVID-19 vaccines for transport from the LHD to off-site clinics. COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit the risk of administering COVID-19 vaccine with reduced effectiveness.

12. Follow CDC's and COVID-19 vaccine manufacturer's cold chain storage and handling requirements.

13. Complete Attachments A and B with the signed Agreement Addendum:

a. Attachment A

Budget Statement for the FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds. It should list the expected expenses by category, including the dollar amount and a brief justification. This Budget Statement is not required if the LHD is not receiving funds under this Agreement Addendum.

b. Attachment B

Services Statement for the FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds. It should:

1. Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19

vaccination clinics. If the LHD is not receiving funds under this Agreement Addendum, the LHD shall write “No funds received under this Agreement Addendum” for its response to Attachment B’s item 1.

2. Include information on how the LHD implements its COVID-19 immunization services within the community.

3. State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:

a. Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines

b. Drive-through or curbside vaccination clinics

c. Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots

d. Immunization clinics to reach jails, homeless shelters, or other community organizations.

4. Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

IV. Performance Measures / Reporting Requirements: 1. Performance Measures

a. Report vaccine administration data on all vaccine recipients via the CVMS or other designated reporting mechanism as directed by the CDC COVID-19 Vaccination Program Agreement.

b. Track and report COVID-19 vaccine transfers and vaccine wastage/spoilage occurrences according to the NC DHHS/DPH guidelines.

c. Ensure designated staff receive training on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NC DHHS/DPH.

2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb. All of the due dates for these reports are posted on the Smartsheet dashboard.

a. Monthly Financial Reports: These monthly financial reports will report on the prior month. The first financial report is for June 2022 and is due by July 22, 2022. Monthly Financial Reports are not required if the LHD is not receiving funds under this Agreement Addendum.

b. Quarterly Program Reports: These quarterly program reports will report on the prior quarter. The first program report is to report for April–June 2022 and is due by August 1, 2022. The quarterly periods for these program reports are defined as:

April - June 2022*

*April-June 2022 data are from services provided under the Agreement Addendum for state fiscal year 2022.

July - September 2022

October - December 2022

January - March 2023

V. Performance Monitoring and Quality Assurance:
1. The Immunization Branch will monitor this Activity through review of reports, vaccine
immunization data, and reporting data in CVMS or other designated reporting mechanism. Technical consultation to support LHDs in meeting these objectives will be provided as needed.
2. The Immunization Branch will monitor the LHD via either an in-person visit or a virtual visit.
3. If a CAP is needed, the LHD program monitor shall make every effort to work with the LHD on
strategies to resolve issues and follow corrective action plans. If the plans are not followed and the
LHD remains out of compliance after intervention and resources from DPH, the Agreement Addendum may be terminated, or funding may be reduced.
VI. Funding Guidelines or Restrictions: 1. Requirements for pass-through entities: Requirements for pass-through entities: In compliance with
2 CFR §200.331 – Requirements for pass-through entities, the Division of Public Health provides
Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than
one federal award will receive a disclosure Supplement for each federal award.
b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds,
the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The LHD must submit its planned expenditures by completing the Attachment A, Budget Statement,
which is to include the dollar amount and a budget justification statement for each budget category. This Budget Statement is not required if the LHD is not receiving funds under this Agreement Addendum.
3. It is typically CDC's policy that the use of appropriated funds, including gift funds to purchase promotional items, is prohibited unless it is an absolute necessity to support the Local Health
Department's COVID mission. Such prohibited promotional items include but are not limited to plaques, clothing, and commemorative items such as pens, mugs, cups, folders, folios, lanyards, and conference bags. In general, such items or tokens to be given to individuals are considered personal gifts for which appropriated funds may not be expended even when these items contain educational or promotional information.
4. Requests for exceptions to this policy must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
5. These funds may be used for the printing of immunization educational materials. However, these materials may not be printed on a gift item, as described in Paragraph 2 above without prior CDC authorization. Requests for exceptions to this requirement must be submitted in writing to the
Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.

6. Costs associated with food and meals are NOT permitted.
7. Attachment A provides a table containing a detailed, item-by-item list of allowable uses of federal Immunization Program funds per funding category (RCC and FRC funding codes). Expenses (listed in the table's left-most column) which are allowable are so indicated by the presence of an "X" in the corresponding funding category columns. (Blank cells indicate expenditures which are NOT allowed in that funding category.)
8. The table in Attachment B "FY 2022-2023 Planned Use of Federal Immunization Program Funds" is to be completed by itemizing the anticipated budgetary expenditures by category for this service period and is to be returned with this signed Agreement Addendum.

Attachment A
Budget Statement — FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds
Provide this Budget Statement to assist with preparing anticipated expenditures for reporting that follow federal grants policies and CDC award requirements based on allowable expenditures. Return this completed Attachment A with the signed Agreement Addendum. This Budget Statement is not required if the LHD is not receiving funds under this Agreement Addendum.
Instructions: Include list of expected expenses related to enhance COVID-19 vaccination coverage activities, including the dollar amount and a brief justification.

Object Class Category / Expenses Funding Codes
COVID-19 Vaccination Program: 1331-629B -4Q

Amount

Budget Item Justification Statement
Personnel (Salary / Wages)
Fringe
Travel
Equipment
Supplies
Other / Miscellaneous

Attachment B

Services Statement — FY 2022-2023 Planned Use of Federal COVID-19 Vaccination Funds

Provide this Services Statement to assist with preparing anticipated expenditures for reporting that follow federal grants policies and CDC award requirements based on allowable expenditures. Return this completed Attachment B with the signed Agreement Addendum. Use additional pages as needed.

1. Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19 vaccination clinics.

2. Include information on how the LHD implements its COVID-19 immunization services within the community.

3. State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:

a. Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines. b. Drive-through or curbside vaccination clinics

c. Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots

d. Immunization clinics to reach jails, homeless shelters, or other community organizations.

4. Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

DPH-Aid-To-Counties For Fiscal Year: 22/23 Budgetary Estimate Number : 0
Activity 716
Service Period
Payment Period
AA 1331
629B
4Q
06/01-05/31
07/01-06/30
Total
Allocated
1331
6315
LD
06/01-05/31
07/01-06/30
Total
Allocated
1331
6315
LD
07/01-05/31
08/01-06/30
Total
Allocated
1331
639B
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07/01-06/30
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02 Alexander 0 $0.00 43,099 $0.00 0 $0.00 0 $0.00 43,099 43,099
04 Anson 0 $0.00 50,225 $0.00 0 $0.00 0 $0.00 50,225 50,225
D2 Appalachian 0 $0.00 145,512 $0.00 0 $0.00 0 $0.00 145,512 145,512
07 Beaufort 0 $0.00 188,996 $0.00 0 $0.00 0 $0.00 188,996 188,996
09 Bladen 0 $0.00 215,977 $0.00 0 $0.00 0 $0.00 215,977 215,977

10 Brunswick 0 $0.00 104,944 $0.00 0 $0.00 0 $0.00 104,944 104,944

11 Buncombe 0 $0.00 388,445 $0.00 0 $0.00 0 $0.00 388,445 388,445

12 Burke 0 $0.00 273,215 $0.00 0 $0.00 0 $0.00 273,215 273,215

13 Cabarrus 0 $0.00 349,073 $0.00 0 $0.00 0 $0.00 349,073 349,073

14 Caldwell 0 $0.00 101,411 $0.00 0 $0.00 0 $0.00 101,411 101,411

16 Carteret 0 $0.00 125,182 $0.00 0 $0.00 0 $0.00 125,182 125,182

17 Caswell 0 $0.00 169,179 $0.00 0 $0.00 0 $0.00 169,179 169,179

18 Catawba 0 $0.00 221,196 $0.00 0 $0.00 0 $0.00 221,196 221,196

19 Chatham 0 $0.00 119,512 $0.00 0 $0.00 0 $0.00 119,512 119,512

20 Cherokee 0 $0.00 41,516 $0.00 0 $0.00 0 $0.00 41,516 41,516

22 Clay 0 $0.00 0 $0.00 0 $0.00 0 $0.00 0 0

23 Cleveland 0 $0.00 233,960 $0.00 0 $0.00 0 $0.00 233,960 233,960

24 Columbus 0 $0.00 223,180 $0.00 0 $0.00 0 $0.00 223,180 223,180

25 Craven 0 $0.00 273,695 $0.00 0 $0.00 0 $0.00 273,695 273,695

26 Cumberland 0 $0.00 320,012 $0.00 0 $0.00 0 $0.00 320,012 320,012

28 Dare 0 $0.00 34,229 $0.00 0 $0.00 0 $0.00 34,229 34,229

29 Davidson 0 $0.00 271,627 $0.00 0 $0.00 0 $0.00 271,627 271,627

30 Davie 0 $0.00 112,374 $0.00 0 $0.00 0 $0.00 112,374 112,374

31 Duplin 0 $0.00 299,150 $0.00 0 $0.00 0 $0.00 299,150 299,150

32 Durham 0 $0.00 514,327 $0.00 0 $0.00 0 $0.00 514,327 514,327

33 Edgecombe 0 $0.00 265,704 $0.00 0 $0.00 0 $0.00 265,704 265,704

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34 Forsyth 0 $0.00 580,856 $0.00 0 $0.00 0 $0.00 580,856 580,856

35 Franklin 0 $0.00 185,126 $0.00 0 $0.00 0 $0.00 185,126 185,126

36 Gaston 0 $0.00 366,128 $0.00 0 $0.00 0 $0.00 366,128 366,128

38 Graham 0 $0.00 13,195 $0.00 0 $0.00 0 $0.00 13,195 13,195

D3 Gran-Vance 0 $0.00 302,932 $0.00 0 $0.00 0 $0.00 302,932 302,932

40 Greene 0 $0.00 261,741 $0.00 0 $0.00 0 $0.00 261,741 261,741

41 Guilford 0 $0.00 654,318 $0.00 0 $0.00 0 $0.00 654,318 654,318

42 Halifax 0 $0.00 38,383 $0.00 0 $0.00 0 $0.00 38,383 38,383

43 Harnett 0 $0.00 299,331 $0.00 0 $0.00 0 $0.00 299,331 299,331

44 Haywood 0 $0.00 75,735 $0.00 0 $0.00 0 $0.00 75,735 75,735

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47 Hoke 0 $0.00 201,751 $0.00 0 $0.00 0 $0.00 201,751 201,751

48 Hyde 0 $0.00 166,168 $0.00 0 $0.00 0 $0.00 166,168 166,168

49 Iredell 0 $0.00 225,221 $0.00 0 $0.00 0 $0.00 225,221 225,221

50 Jackson 0 $0.00 143,402 $0.00 0 $0.00 0 $0.00 143,402 143,402

51 Johnston 0 $0.00 99,741 $0.00 0 $0.00 0 $0.00 99,741 99,741

52 Jones 0 $0.00 152,053 $0.00 0 $0.00 0 $0.00 152,053 152,053

53 Lee 0 $0.00 190,978 $0.00 0 $0.00 0 $0.00 190,978 190,978

54 Lenoir 0 $0.00 290,930 $0.00 0 $0.00 0 $0.00 290,930 290,930

55 Lincoln 0 $0.00 139,729 $0.00 0 $0.00 0 $0.00 139,729 139,729

56 Macon 0 $0.00 36,131 $0.00 0 $0.00 0 $0.00 36,131 36,131

57 Madison 0 $0.00 75,757 $0.00 0 $0.00 0 $0.00 75,757 75,757

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62 Montgomery 0 $0.00 202,624 $0.00 0 $0.00 0 $0.00 202,624 202,624
63 Moore 0 $0.00 62,062 $0.00 0 $0.00 0 $0.00 62,062 62,062
64 Nash 0 $0.00 250,617 $0.00 0 $0.00 0 $0.00 250,617 250,617
65 New Hanover 0 $0.00 244,168 $0.00 0 $0.00 0 $0.00 244,168 244,168
66 Northampton 0 $0.00 170,894 $0.00 0 $0.00 0 $0.00 170,894 170,894
67 Onslow 0 $0.00 312,685 $0.00 0 $0.00 0 $0.00 312,685 312,685
68 Orange 0 $0.00 42,308 $0.00 0 $0.00 0 $0.00 42,308 42,308
69 Pamlico 0 $0.00 30,044 $0.00 0 $0.00 0 $0.00 30,044 30,044
71 Pender 0 $0.00 141,970 $0.00 0 $0.00 0 $0.00 141,970 141,970
73 Person 0 $0.00 96,959 $0.00 0 $0.00 0 $0.00 96,959 96,959
74 Pitt 0 $0.00 352,244 $0.00 0 $0.00 0 $0.00 352,244 352,244
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80 Rowan 0 $0.00 307,539 $0.00 0 $0.00 0 $0.00 307,539 307,539
82 Sampson 0 $0.00 186,469 $0.00 0 $0.00 0 $0.00 186,469 186,469
83 Scotland 0 $0.00 225,588 $0.00 0 $0.00 0 $0.00 225,588 225,588
84 Stanly 0 $0.00 108,296 $0.00 0 $0.00 0 $0.00 108,296 108,296
85 Stokes 0 $0.00 81,062 $0.00 0 $0.00 0 $0.00 81,062 81,062
86 Surry 0 $0.00 127,870 $0.00 0 $0.00 0 $0.00 127,870 127,870
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88 Transylvania 0 $0.00 55,594 $0.00 0 $0.00 0 $0.00 55,594 55,594
90 Union 0 $0.00 335,968 $0.00 0 $0.00 0 $0.00 335,968 335,968
92 Wake 0 $0.00 0 $0.00 0 $0.00 0 $0.00 0 0
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96 Wayne 0 $0.00 283,414 $0.00 0 $0.00 0 $0.00 283,414 283,414
97 Wilkes 0 $0.00 133,102 $0.00 0 $0.00 0 $0.00 133,102 133,102
98 Wilson 0 $0.00 249,035 $0.00 0 $0.00 0 $0.00 249,035 249,035
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Totals 0 0 17,749,997 0 44,911 0 0 0 17,794,908 17,794,908
Sign and Date - DPH Program Administrator Sign and Date - DPH Section Chief
Sign and Date - DPH Budget Office – ATC Coordinator Sign and Date - DPH Budget Officer
08/05/2022 08/05/22
8/5/22 8/5/2022
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Activity Nbr + Name:716

FAS Number + Reason:1

CFDA Nbr + Name:93.269

Is award R&D?:no FAIN:IDC rate:n/a Fed awd total amt:17,794,907$

Fed award project description:

Fed awd date + awarding agency:07-01-22

Total federal funds Subrecipient's Federal funds from Total federal funds

Subrecipient UEI for entire Activity Subrecipient UEI grant listed above for entire Activity

Alamance MBM7W225N3W8 93,377$ Jackson X7YWWY6ZP574 143,402$ 143,402$

Albemarle WAAVS51PNMK3 988,618$ Johnston SYGAGEFDHYR7 99,741$ 99,741$

Alexander XVEEJSNY7UX9 43,099$ Jones HE3NNNUE27M7 152,051$ 152,051$

Anson PK8UYTSNJCC3 50,225$ Lee F6A8UC99JWJ5 190,978$ 190,978$

Appalachian CD7BFHB8W539 145,512$ Lenoir QKUFL37VPGH6 290,930$ 290,930$

Beaufort RN1SXFD4LXN6 188,996$ Lincoln UGGQGSSKBGJ5 139,729$ 139,729$

Bladen TLCTJWDJH1H9 215,977$ Macon LLPJBC6N2LL3 36,131$ 36,131$

Brunswick MJBMXLN9NJT5 104,944$ Madison YQ96F8BJYTJ9 75,757$ 75,757$

Buncombe W5TCDKMLHE69 388,445$ MTW ZKK5GNRNBBY6 293,387$ 293,387$

Burke G855APCNL591 273,215$ Mecklenburg EZ15XL6BMM68 1,433,634$ 1,433,634$

Cabarrus RXDXNEJKJFU7 349,073$ Montgomery E78ZAJM3BFL3 202,624$ 202,624$

Caldwell HL4FGNJNGE97 101,411$ Moore HFNSK95FS7Z8 62,062$ 62,062$

Carteret UC6WJ2MQMJS8 125,182$ Nash NF58K566HQM7 250,617$ 250,617$

Caswell JDJ7Y7CGYC86 169,179$ New Hanover F7TLT2GMEJE1 244,168$ 244,168$

Catawba GYUNA9W1NFM1 221,196$ Northampton CRA2KCAL8BA4 170,894$ 170,894$

Chatham KE57QE2GV5F1 119,512$ Onslow EGE7NBXW5JS6 312,686$ 312,686$

Cherokee DCEGK6HA11M5 41,516$ Orange GFFMCW9XDA53 42,308$ 42,308$

Clay HYKLQVNWLXK7 -$ Pamlico FT59QFEAU344 30,044$ 30,044$

Cleveland UWMUYMPVL483 233,960$ Pender T11BE678U9P5 141,970$ 141,970$

Columbus V1UAJ4L87WQ7 223,180$ Person FQ8LFJGMABJ4 96,959$ 96,959$

Craven LTZ2U8LZQ214 273,695$ Pitt VZNPMCLFT5R6 352,244$ 352,244$

Cumberland HALND8WJ3GW4 320,012$ Polk QZ6BZPGLX4Y9 67,091$ 67,091$

Dare ELV6JGB11QK6 34,229$ Randolph T3BUM1CVS9N5 248,645$ 248,645$

Davidson C9P5MDJC7KY7 271,627$ Richmond Q63FZNTJM3M4 275,413$ 275,413$

Davie L8WBGLHZV239 112,374$ Robeson LKBEJQFLAAK5 -$ -$

Duplin KZN4GK5262K3 299,150$ Rockingham KGCCCHJJZZ43 204,379$ 204,379$

Durham LJ5BA6U2HLM7 514,327$ Rowan GCB7UCV96NW6 307,539$ 307,539$

Edgecombe MAN4LX44AD17 265,704$ Sampson WRT9CSK1KJY5 186,469$ 186,469$

Foothills NGTEF2MQ8LL4 179,037$ Scotland FNVTCUQGCHM5 225,588$ 225,588$

Forsyth V6BGVQ67YPY5 580,856$ Stanly U86MZUYPL7C5 108,296$ 108,296$

Franklin FFKTRQCNN143 185,126$ Stokes W41TRA3NUNS1 81,062$ 81,062$

Gaston QKY9R8A8D5J6 366,128$ Surry FMWCTM24C9J8 127,870$ 127,870$

Graham L8MAVKQJTYN7 13,195$ Swain TAE3M92L4QR4 26,975$ 26,975$

Granv-Vance MGQJKK22EJB3 302,932$ Toe River JUA6GAUQ9UM1 91,183$ 91,183$

Greene VCU5LD71N9U3 261,741$ Transylvania W51VGHGM8945 55,594$ 55,594$

Guilford YBEQWGFJPMJ3 654,318$ Union LHMKBD4AGRJ5 335,968$ 335,968$

Halifax MRL8MYNJJ3Y5 38,383$ Wake FTJ2WJPLWMJ3 -$ -$

Harnett JBDCD9V41BX7 299,331$ Warren TLNAU5CNHSU5 142,679$ 142,679$
Haywood DQHZEVAV95G5 75,735$ Wayne DACFHCLQKMS1 283,414$ 283,414$
Henderson TG5AR81JLFQ5 -$ Wilkes M14KKHY2NNR3 133,102$ 133,102$
Hoke C1GWSADARX51 201,751$ Wilson ME2DJHMYWG55 249,035$ 249,035$
Hyde T2RSYN36NN64 166,168$ Yadkin PLCDT7JFA8B1 119,721$ 119,721$
Iredell XTNRLKJLA4S9 225,221$ Yancey M4SJK9AKVEZ8 44,911$ 44,911$
UEI = Unique Entity Identifier Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331
DPH 06-23-22 [ag]
225,221$
Federal funds from
CDC COVID-19 Vaccination Program
NH23IP922624
grant listed above
93,377$
988,618$
43,099$
50,225$
145,512$
188,996$
215,977$
104,944$
388,445$
273,215$
101,411$
166,168$
Subrecipient's
299,331$
273,695$
320,012$
34,229$
271,627$
112,374$
299,150$
514,327$
265,704$
179,037$
13,195$
261,741$
654,318$
38,383$
75,735$
125,182$
169,179$
221,196$
-$

201,751$
CDC COVID-19 Vaccination Program
This FAS is accompanying an AA+BE or an AA Revision+BE Revision.
Program is to support efforts to plan, develop, and maintain COVID-19 vaccination efforts.
HHS, Centers for Disease Control and Prevention
119,512$
41,516$
580,856$
185,126$
366,128$
-$
233,960$
223,180$
349,073$
302,932$
FY23 -FAS
federal award
supplement

•

2023 Schedule of Values

Revaluation / Timeline

September 06, 2022

REVALUATION

- A REVALUATION IS A PROCESS OF APPRAISING ALL REAL PROPERTY FOR TAXATION PURPOSES AT 100% MARKET VALUE. G.S 105-283
- EACH COUNTY IN NORTH CAROLINA IS REQUIRED TO PERFORM A REVALUATION AT LEAST EVERY EIGHT YEARS. GS 105-286
- MOORE COUNTY IS ON A FOUR-YEAR REVALUATION CYCLE BY RESOLUTION.
- THE NEXT REVALUATION WILL BECOME EFFECTIVE JANUARY 1, 2023

MOORE COUNTY FACTS

- 73,400+ PLUS PARCELS
- OVER 690 NEIGHBORHOODS
- 38,000+ RESIDENTIAL IMPROVED PARCELS
- OVER 3,200 COMMERCIAL PARCELS

SCHEDULE OF VALUES

•The Schedule of Values (SOV) is an outline of the methodology and procedures used for appraising all real property values at the time of a general reappraisal.

•The SOV establishes base rates and ranges which will be in effect until the next general reappraisal and includes adjustments that may be used for various types of construction and market conditions, as well as, guidelines for land valuation.

SCHEDULE OF VALUES

•The tables, rates, and ranges found in the Schedule of Values are only guidelines; on a property-by-property basis, appraisers have the flexibility to adjust rates in order to appraise individual properties at market value, and to establish equitable and uniform values for all types of property.

•General Reappraisals are conducted by applying Mass Appraisal techniques, with thorough analysis from appraisal staff and the use of a computer-assisted mass appraisal (CAMA) software system. The sales comparison, cost approach, and income approach to value are all considered when applicable to appraise all real property.

Schedule Of Values : Timeline.

September 06, 2022 Present Schedule Of Values to the Board Of Commissioners and file a copy in the Assessor’s Office.

September 07, 2022 Advertise in the newspaper that the Schedule Of Values are open for public inspection in the Office of the Tax Administrator and a public hearing will be held on September 20, 2022.

Schedule Of Values : Timeline.

- September 20, 2022 Public Hearing on Schedule Of Values to be held during the regularly scheduled BOC meeting.
- October 4, 2022 Board of Commissioners will consider adopting the Schedule Of Values.

Schedule Of Values : Timeline.

October 9 , 2022 First date to advertise that Schedule of
Values have been adopted by the Board Of
Commissioners.

October 16, 2022 Second date to advertise notice.

October 23, 2022 Third date to advertise notice.

October 30, 2022 Fourth date to advertise notice

Note: Anyone wishing to appeal the SOV's to the Property Tax Commission must do so in writing by November 7th, 2022.

REVALUATION TIMELINE

•Final reviews, edits and values will be completed in February 2023.

•Change of Value Notices will be mailed to all property owners in March 2023

•Informal appeal process will begin once the Change of Value Notices are mailed.

•Formal appeals process will begin in April 2023 and be completed by end of May 2023.

•July 2023 bills will be generated and mailed.

FOR MORE INFORMATION
VISIT OUR REVALUATION WEB PAGE AT THE FOLLOWING ADDRESS:
WWW.MOORECOUNTYNC.GOV
Customer Service: 910-947-2255

QUESTIONS?
THANK YOU FOR YOUR TIME.

V.B.

Agenda Item: Meeting Date: September 6, 2022
MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM: Natalie D. Hawkins, Executive Director Moore County Partners in Progress
DATE: September 6, 2022
SUBJECT: Call to Public Hearing to Consider Amending the Partners in Progress FY23 Funding Agreement to Increase the Amount Not to Exceed from $105,000 to
$172,500 for a New Business Development Director Position
PRESENTER: Natalie D. Hawkins, Executive Director Moore County Partners in Progress
REQUEST:
Partners in Progress (PIP) requests the Moore County Board of Commissioners (BOC) to call a public hearing to consider amending the PIP FY23 Funding Agreement (dated April 11, 2022) to increase the amount not to exceed from $105,000 to $172,500. Due to the increase in demand for economic development services from existing businesses, prospective businesses, community partners, and our
local municipalities, this request is being made to hire a 3rd full-time staff position, or Business Development Director.
This request is for the BOC to fund 90% of the cost of the new position.
BACKGROUND:
Since its creation in 2002, PIP has operated with two full-time positions. To deliver timely and effective services in light of increased demand for PIP services, the PIP Board of Directors unanimously approved the addition of a Business Development Director position at its August 9, 2022, board meeting. The PIP
Board of Directors also approved requesting funding for the position from the Moore County BOC.
The proposed Business Development Director position would have these primary responsibilities, if funding is approved:
•Respond to Requests for Information (RFI) from prospective businesses
•Manage the Business Retention & Expansion (BRE) program
•Facilitate development of commercial & industrial sites & buildings
•Manage & administer economic development grants
•Provide support & resources to entrepreneurs
PIP staff and the PIP Board of Directors believe this new position is justified given:
VI.A.

1. Increased business interest in Moore County: In FY 2022, PIP responded to nearly 1 ½ new business leads per week, which was a 54% increase from the prior year (46 leads in FY 2021 to
71 leads in FY 2022).
2. Increased grant management responsibilities & opportunities: Since July 1, 2021, PIP has secured over $2 million in grant funding and is currently managing eight (8) different grants, compared to only one (1) grant in each of the two prior fiscal years. 3. Expanded responsibilities: Last fiscal year, PIP expanded its responsibilities to include additional
recurring responsibilities such as creation & distribution of a quarterly report and creation of the Entrepreneurship Task Force. We also began preparing and distributing a quarterly Moore 100 newsletter and holding Moore 100 social meetups to strengthen business support for economic development in Moore County. 4. Unsustainable overtime demands on existing staff: This past year, existing PIP staff worked, on
average, a combined overtime of 20-30 hours per week to try to be responsive to customer needs.
5. Most comparable economic development agencies have three (3) or more full-time staff: Neighboring counties of Lee, Harnett, Chatham, and Randolph all have three (3) full-time economic development staff, along with other part-time support staff. Should the BOC approve an increase in funding to PIP to support the addition of a Business Development Director position, PIP staff would immediately begin recruiting for the position with a goal to hire someone by December 31, 2022.   The estimated hiring range for the Business Development Director is $90,000 - $100,000/year. Including benefits and other incidental operating costs, the estimated annual cost for the new position is +/-
$130,000. PIP requests a $67,500 increase in Moore County's annual funding allocation for FY 2023 to cover 90% of ½ year of salaries & benefits, operating costs, and one-time costs for office & computer equipment.
Currently, Moore County funds 22%, or $105,000, of PIP's annual budget of $473,100. Five (5) municipalities contribute another 14%, or $65,100, to PIP's annual budget. The remaining 64%, or $303,000 of PIP's revenue comes from the private sector and other sources. IMPLEMENTATION PLAN:
Should the Moore County BOC elect to increase its annual funding to PIP, a budget amendment will be presented with the amended funding agreement.   FY 2023 quarterly payments made by Moore County to PIP under the existing Funding Agreement are
$26,250. To implement the funding increase, PIP proposes Moore County increase Q3-FY2023 and Q4-FY2023 payments by $33,750 to a total of $60,000 each of these two quarters.

FINANCIAL IMPACT STATEMENT:

Should the Moore County BOC approve this request, the financial impact, compared to the FY 2022 funding level would be:

FY 2022 FY 2023 FY 2024

Moore County Annual Funding for PIP $105,000 $172,500 $222,000

RECOMMENDATION SUMMARY:

Make a motion to call a public hearing on Tuesday, October 18, 2022, at 5:30pm to consider amending the FY23 funding agreement with Partners in Progress to increase the amount not to exceed from $105,000 to $172,500 for a new Business Development Director Position.

Call To – Eastman Road – Initial Zoning – Staff Report
Agenda Item: ___ Meeting Date: September 6, 2022
MEMORANDUM TO THE BOARD OF COMMISSIONERS
FROM: Debra Ensminger Planning Director
DATE: August 8, 2022
SUBJECT: Initial Zoning Request to Residential and Agricultural-40 (RA- 40) – Eastman Road
PRESENTER: Debra Ensminger

REQUEST

A request to initially zone to Residential & Agricultural-40 (RA-40) one parcel of approximately 8 acres located on Eastman Road, owned by Madison Sloan, per Deed Book 5697 Page 277 and further described as ParID 00037933 in Moore County Tax Records.

BACKGROUND

This property was removed from the Town of Southern Pines' Extraterritorial Jurisdiction (ETJ) by the NC General Assembly at the request of the property owner. Moore County Planning staff was made aware of this jurisdiction change and is acting to initially zone the property in accordance with NCGS 160D-202(h). The property owner has requested the RA-40 zoning
district.

The North Carolina General Assembly read three times and ratified Session Law 2022-27 House Bill 1012 – AN ACT TO REMOVE CERTAIN DESCRIBED PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SOUTHERN PINES, effective
June 30, 2022.

The General Assembly of North Carolina enacts: Section 3. The following described property, identified by the Moore County Tax Property Identification Number, is removed for the exterritorial jurisdiction of the City of Southern Pines: 00037933.

Section 4. This act becomes effective June 30, 2022. In the General Assembly read three times and ratified this the 30th day of June, 2022.

IMPLEMENTATION PLAN

Call for a Public Hearing on September 20, 2022, at 5:30 p.m.

FINANCIAL IMPACT STATEMENT No financial impact to the County's FY 2022-2023 budget.

VI.B.

Call To – Eastman Road – Initial Zoning – Staff Report

PLANNING BOARD RECOMMENDATION The Planning Board met on August 4, 2022, and unanimously recommended approval of the zoning request (6-0). RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on September 20, 2022, at 5:30 p.m. for a request to initially zone to Residential & Agricultural-40 (RA-40) one parcel of approximately 8 acres located on Eastman Road, owned by Madison Sloan, per Deed Book 5697 Page 277 and further described as ParID 00037933 in Moore County Tax Records.

SUPPORTING ATTACHMENTS

- Land Use Map
- Municipal Zoning Map
- Session Law 2022-27 House Bill 1012

RESIDENTIAL
VACANT/WOODLANDS
WOODLANDS
RESIDENTIAL
WOODLANDS
LAND USE MAP
PLANTATION
EASTMAN
CHE
L
S
E
A
WESTON
WIREGRASS
HADLEYIN
D
I
A
N
AREDWOODKNOLLWOODCAMDENSUNDEW
CLARETBURLWOOD
ESSEX
HODGI
NS
HOLLY SPRINGS PALMER BRACKEN FERNOLD CLUB HOUSE

Eastman Rd
RS-2CD
RS-2
FRR
RM-2Zoning Map
RS-1
SHADED AREA REQUESTED
TO BE ZONED RA-40

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021
SESSION LAW 2022-27 HOUSE BILL 1012
H1012-v-5

AN ACT TO REMOVE CERTAIN DESCRIBED PROPERTY FROM THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE; TO REMOVE CERTAIN DESCRIBED PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF JACKSONVILLE; AND TO REMOVE CERTAIN DESCRIBED PROPERTY FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SOUTHERN PINES.

The General Assembly of North Carolina enacts: SECTION 1.(a) The following described property, identified by Onslow County Tax Property Identification Number, is removed from the corporate limits of the City of Jacksonville: 027072. SECTION 1.(b) This section has no effect upon the validity of any liens of the City of Jacksonville for ad valorem taxes or special assessments outstanding before the effective date of this act. Such liens may be collected or foreclosed upon after the effective date of this act as though the property were still within the corporate limits of the City of Jacksonville. SECTION 1.(c) Property in the territory described in this section as of January 1, 2022, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2022. SECTION 2. The following described properties, identified by Onslow County Tax Property Identification Number, are removed from the extraterritorial jurisdiction of the City of Jacksonville: 027072; 003717; and 048731. SECTION 3. The following described property, identified by the Moore County Tax Property Identification Number, is removed from the extraterritorial jurisdiction of the City of Southern Pines: 00037933.

SECTION 4. This act becomes effective June 30, 2022.

In the General Assembly read three times and ratified this the 30th day of June, 2022. s/ Phil Berger
President Pro Tempore of the Senate
s/ Tim Moore Speaker of the House of Representatives

Watershed Transfer – Staff Report

Agenda Item: ___ Meeting Date: September 6, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger Planning Director

DATE: August 8, 2022

SUBJECT: Town of Aberdeen Request 30 Acres of Watershed Allocation /Watershed Transfer Resolution

PRESENTER: Debra Ensminger

REQUEST

The Town of Aberdeen is requesting a transfer of watershed allocation from Moore County's Drowning Creek Watershed Allocation.

BACKGROUND In 1993 Moore County adopted public water supply watershed regulations as required by the North Carolina Department of Environment and Natural Resources (NCDENR). These regulations apply within the area designated as a Public Water Supply Watershed by the North Carolina Environmental Management Commission. These regulations further protect the areas of the county where the surface water drains into an area used as a county or municipal water source by limiting the amount of impervious surface that can be developed on a parcel of land.

The County of Moore and the Town of Aberdeen have jurisdiction in the Drowning Creek Watershed, which is classified as a WS-II watershed by the North Carolina Environmental Commission. The Town of Aberdeen has adopted a water supply watershed protection ordinance implementing the low-density option and 10/70 provision for WS-II water supply watersheds for its jurisdiction in the Drowning Creek Watershed. The Drowning Creek Watershed was created as of June 21, 1993, with the County of Moore having 63,970 acres of land within its jurisdiction of said watershed. The 10/70 provision allows local governments to take a maximum of 10 percent of their jurisdiction in the watershed as of July 1, 1995 and allow new development at up to 70 percent built-upon area, outside of the critical watershed areas. The Division of Quality (DWQ) approved joint resolutions between Moore County and its eleven municipalities to transfer rights of 5/70 and 10/70 land area in five water supply watersheds. The affected watershed areas were Little River (Vass), Little River (Intake No.2), Bear Creek, Drowning Creek, and Nicks Creek. Each resolution involved acceptance by a municipality of specific amount of unused allocation formerly held by Moore County. Amounts for transfer were based on each local government's jurisdiction within a particular watershed as of 2012.

VIII.A.

Watershed Transfer – Staff Report

The Division of Water Quality (DWQ) approved in October 2021 2 joint resolutions between the Town of Aberdeen and Moore County, acceptance by Aberdeen of 530.01 acres of Moore County's allocation in the Drowning Creek WS-II-BW watershed.

The Town of Aberdeen anticipates it will soon exceed it allocation of 10/70 option acreage. Pursuant to the Water Supply Watershed Protection Rules (15A NCAC 2B.0200) developed by the North Carolina Environmental Management Commission, the County of Moore may transfer, in whole or in part, its rights to the watershed acreage to the Town of Aberdeen with the Drowning Creek Watershed. The Unified Development Ordinance /section 15.9 Allocation Transfer Between Jurisdiction states, "Moore County, having jurisdiction within a designated water supply watershed may transfer, in whole or in part, its right to the 5/70 land area to one of the other local government jurisdictions located with Moore County within the same water supply watershed upon submittal of an approved joint resolution between the Moore County Board of Commissioners and the governing body of the municipality and approval by the NC Department of Environmental Quality."

FINANCIAL IMPACT STATEMENT No financial impact to the County's FY 2022-2023 budget. WATERSHED REVIEW BOARD RECOMMENDATION

The Watershed Review Board met on August 4, 2022 and endorsed the resolution that would transfer watershed allocation with one member abstaining (5-0). RECOMMENDATION SUMMARY Make a motion to approve the request from the Town of Aberdeen for a transfer of watershed allocation from Moore County's Drowning Creek Watershed Allocation.

SUPPORTING ATTACHMENTS

- Resolution Town of Aberdeen
- Town of Aberdeen Watershed Allocation Table
- Map of Area
- Resolution Moore County
- Moore County Allocation Table

A RESOLUTION TO ACCEPT TRANSFER RIGHTS FOR 10/70 LAND AREA IN THE DROWNING CREEK WATERSHED TO THE TOWN OF ABERDEEN, NORTH CAROLINA FROM COUNTY OF MOORE, NORTH CAROLINA.

THAT WHEREAS, the County of Moore and the Town of Aberdeen have jurisdiction in the Drowning Creek Watershed, which is classified as a WS-II watershed by the North Carolina Environmental Management Commission; and,

WHEREAS, the Town of Aberdeen has adopted a water supply watershed protection ordinance implementing the low-density option and 10/70 provision for WS-II water supply watersheds for its jurisdiction in the Drowning Creek Watershed: and,

WHEREAS, the Drowning Creek Watershed was created as of June 21, 1993, with the County of Moore having 63,970 acres of land within its jurisdiction of said watershed; and,

WHEREAS, the 10/70 provision allows local governments to take a maximum of 10 percent of their jurisdiction in the watershed as of July 1, 1995, and allow new development at up to 70 percent built-upon area, outside of the critical watershed areas, and,

WHEREAS, the Division of Water Quality (DWQ) approved in October of 2012 joint resolutions between Moore County and its eleven municipalities to transfer rights of 5/70 and 10/70 land area in five water supply watersheds. The affected watershed areas were Little River (Vass), Little River (Intake No. 2), Bear Creek, Drowning Creek, and Nicks Creek. Each resolution involved acceptance by a municipality of a specific amount of unused allocation formerly held by Moore County. Amounts for transfer were based on each local government's jurisdiction within a particular watershed as of 2012.; and

WHEREAS, the Drowning Creek watershed after acceptance of the transfer rights in October, 2012 based on each local government's jurisdiction, Moore County had 46,754.03 acres of land within its jurisdiction of said watershed; and

WHEREAS, the Division of Water Quality (DWQ) approved in October 2012 joint resolutions between the Town of Aberdeen and Moore County, acceptance by Aberdeen of 530.01 acres of Moore County's allocation in the Drowning Creek WS-II-BW watershed.; and

WHEREAS, the Town of Aberdeen anticipates that it will soon exceed its allocation of 10/70 option acreage; and

WHEREAS, by letter dated September 27, 2021, Carolina Commercial, a developer seeking to build a multi-family and commercial development in Aberdeen, requested the Town begin the process of seeking to transfer allocated 10/70 option acres from Moore County to the Town of Aberdeen because the development will exceed the Town of Aberdeen's allocation of 10/70 option acreage; and

WHEREAS, pursuant to the Water Supply Watershed Protection Rules (15A NCAC 2B.0200) developed by the North Carolina Environmental Management Commission, the County of Moore may transfer, in whole or in part, its rights to the watershed acreage to the Town of Aberdeen within the Drowning Creek Watershed; and

WHEREAS, the Moore County Unified Development Ordinance Section 15.9 Allocation Transfer Between Jurisdictions states, " Moore County having jurisdiction within a designated water supply watershed may transfer, in whole or part, its right to the 5/70 land area to one of the other local government jurisdictions located within Moore County within the same water supply watershed upon submittal of an approved joint resolution between Moore County Board of Commissioners and the governing body of the municipality and approval by the NC Department of Environmental Quality."; and

WHEREAS, the Town of Aberdeen wishes to clarify allocation to the town and desires the ability for facilities and services which typically require larger amounts of built-upon area to locate in its portion of jurisdiction in the Drowning Creek Watershed, and

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the County of Moore, North Carolina, approves the transfer of watershed allocation from the County of Moore to the Town of Aberdeen in the amount 300 +/- acres located in the Drowning Creek Watershed.

FURTHERMORE, following the transfer of the watershed allocation, by the adoption of this resolution, the Town of Aberdeen will now have 300 acres within its jurisdiction with 30 acres of allocation available for 10/70 development, and the County of Moore will have a total of 46,454.03 acres within its jurisdiction with 2,300.5115 acres available for 5/70 development in the Drowning Creek Watershed.

Adopted this the _______ day of _________. 2022

____

Frank Quis, Chairman
Moore County Board of Commissioners

____

Laura Williams
Clerk to the Board

* This number does not deduct the public set aside - see Watershed Summary Tab
LRK Date Approved % BUA
9700032397000322 11/7/2013 51
20050189 11/7/2013 62
Classification:WS-II-BW SNIA's Issued:3
Watershed Name:Drowning Creek Build Upon Limit:12%
Total Watershed Allocation:2337.70 Allocation Remaining:2330.51
Total Area in Watershed:46,754.03 Allocation Used:7.19
Allocation Remaining
2336.8215
Project Acreage Notes
0.88 2332.2915
2330.5115
4.53
1.78

Agenda Item:

Meeting Date: September 6, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: September 6, 2022

SUBJECT: Stanley Convergent Security Solutions Inc

REQUEST:

The Sheriff’s Office is requesting that the Board of Commissioners approve a contract with Stanley Convergent Security Solutions, Inc. to upgrade the servers, video client computers, and software at the Moore County Detention Center.

BACKGROUND:

This is an upgrade to outdated technology at the Rick Rhyne Public Safety Center. The current servers are several years old, and some are past their recommended end of service date and no longer under covered under the service contract. This upgrade is vital to ensure there are no disruptions of services to the Detention Centers’s inmates, staff, and citizens of Moore County. And

Stanley Convergent is the sole source provider of the technologies needing upgrade.

FINANCIAL IMPACT:

This upgrade was discussed during the several budget meetings, and there are sufficient funds budgeted for in this line item in the FY2022 -2023 budget.

IMPLEMENTATION PLAN:

If approved, the contract will commence and will continue through June 30, 2023.

RECOMMENDATION SUMMARY:

The Sheriff recommends the Board make a motion to accept Stanley Convergent as the sole source provider and approve the contract with Stanley Convergent Security Solutions, Inc. and authorize the Board Chair to sign the same.

ATTACHMENTS:

1.Copy of contract

VIII.B.

Stanley Convergent Security Solutions Inc

Commander, Informer, Gatekeeper, Directory, Archiver, and Video Client ComputerReplacements

$121,960.00

X

X

09/01/2022

09/01/2022

09/01/2022

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Suite 100., Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

August 31, 2022

Captain Bill Flint

Moore County Sheriff’s Office 302 South McNeill Street Carthage, NC 28327 910-947-7800

bflint@moorecountync.gov

Dear Captain Flint,

The integrated security electronics systems, originally provided by Stanley Convergent Security Solutions, Inc., are provided as a complete, integrated package. The existing system configuration and specialized programming is a highly engineered and integrated design by Stanley Convergent Security Solutions, Inc. The services, material, and software being supplied and maintained must remain a complete, integrated package for officer safety, inmate safety, service, and maintenance. Therefore, the Security Electronics System is a sole source provision for the Moore County Sheriff’s Office.

Regards,

Stanley CSS - Senior Sales Engineer
Direct: 317-572-2120, Cell: 317-919-3509
Fax: 833-810-8194
Email: dustin.hackleman@sbdinc.com

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Suite 100., Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194
Q# 220135-2
To: Captain Bill Flint
QUOTATION
#220135-2
Moore County, NC - Commander,
Informer, Gatekeeper, Directory,
Archiver, and Video Client Computer
Replacements
Organization: Moore County Jail
Address: 302 S. McNeill Street
Carthage, NC 28327
Phone: 910-947-7800
Fax or Email: bflint@moorecountync.gov
July 28, 2022 Dear Captain Flint: Per your request, we have attached pricing to provide replacement Commander Computers, Informer/Gatekeeper Server, Gatekeeper Client Computer, Genetec Directory/Archive Servers, and Genetec Video Client computers. We will provide six (6) new Commander computers (1 will be a spare), one (1) Informer/Gatekeeper Server, one (1) Gatekeeper Client Computer, one (1) Directory Server, one (1) Archive Server, and seven (7) Genetec Video Client computers. All of these
computers and servers will be tested in house with a mock-up of your PLC system to reduce faults and down time at your facility. After testing, the computers will be shipped to site, installed, and validated.

Commander Computers The Commander computers will include Windows10 OS and Wonderware InTouch v17.x. Since the operating system will be upgraded to Windows10, the existing Wonderware Runtime License will be required to be upgraded also. In addition, we will provide new touchscreen monitors at each location.
Computers to be replaced: 1. CC1 – Master Control, Room MC102 (Being Upgraded Currently) 2. CC2 – Master Control, Room MC102 (Being Upgraded Currently) 3. CC3 – Booking, Room B100 4. CC4 – Prebooking/Arrestee Processing, Room B105 5. CC5 – Infirmary, Room MED101 6. CC6 – Control Room, Room HA108 7. CC7 – Control Room, Room HA308 8. CC8 – Old Existing Jail Housing (Being Upgraded as part of Existing Jail upgrade project) 9. CC9 – Spare

Informer/Gatekeeper Server The Informer/Gatekeeper server will be upgraded to include Windows Server 2019. Please note that the data from the old data logger may not be compatible with the new system. We will make you aware if you need to keep your old unit online to archive the old data.
Computers to be upgraded:
1. INF1 – Electronics, Room MC101
Gatekeeper Client Computer The Gatekeeper Client computer will include Windows10 OS. The existing monitor shall remain and be reused. Should you desire a new monitor, additional costs shall be incurred for this hardware.
Computers to be upgraded: 1. GTKPR - Key Control, Room DA106

Genetec Directory Server The Genetec Directory server will be upgraded to include Windows Server 2019.

Computers to be upgraded: 1. DIR – Electronics, Room MC101

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Q# 220135-2

Genetec Archive Server The Genetec Archive server will be upgraded to include Windows Server 2019. The Archive server will include 112TB of internal storage, which results in 72TB of usable storage with RAID6. The storage was calculated utilizing the following parameters:

• H.264-30 and MPEG4-30 compression
• 2048x1536 Resolution for Multi-Sensor Cameras
• 704x576 (4CIF) for Fixed Cameras
• 2, 5, 7, 15, & 30 Frames per second per camera based on current camera settings
• 24x7x365 recording
• 30 days of retention

*Should you desire additional storage, additional costs shall be incurred. Computers to be upgraded: 1. ARC1 – Electronics, Room MC101

Video Client Computers The CCTV Client computers will include Windows10 OS. The existing monitors shall remain and be reused. Should you desire new monitors, additional costs shall be incurred for this hardware.
Computers to be upgraded: 1. CCTV Client Computer 1 – Master Control, Room MC102 (Being Upgraded Currently) 2. CCTV Client Computer 2 – Master Control, Room MC102 (Being Upgraded Currently) 3. CCTV Client Computer 3 – Master Control, Room MC102 (Being Upgraded Currently) 4. CCTV Client Computer 4 – Master Control, Room MC102 (Being Upgraded Currently) 5. CCTV Client Computer 5 – Booking, Room B100 6. CCTV Client Computer 6 – Prebooking/Arrestee Processing, Room B105 7. CCTV Client Computer 7 – Infirmary, Room MED101 8. CCTV Client Computer 8 – Control Room, Room HA108 9. CCTV Client Computer 9 – Control Room, Room HA308 10. CCTV Client Computer 10 – Old Existing Jail Housing, Room CB165-E (Being Upgraded as part of Existing Jail upgrade project) 11. CCTV Client Computer 11 – Chief, Room DA112 12. CCTV Client Computer 12 – Sheriff, Room SH213

Genetec Video Management Software Upgrade We will be upgrading the Genetec Video Management Software from Omnicast 4.8 to Security Center 5.9. This will include upgrading the VMS software on the Directory Server, Archive Server, and video client computers. This also includes updating the integration between the Commander Computers and the Genetec Video Management Software for video call-up functionality.

Genetec Security Center 5.9 requires Windows 10 for the integration to function with their SDK. Therefore, this proposal
requires that all the Commander Computers are updated to Windows 10. Should this not be the case, additional costs will be incurred.

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The price includes the equipment listed below plus labor for engineering documentation updates, PC/Server Configuration, Software Installation, and on-site installation & validation.

Equipment and services included: (5) .... Commander Computers

• Windows 10 OS
• Touchscreen Monitor
• Wonderware Runtime License (1) .... Spare Commander Computer
• Windows 10 OS (1) .... Informer/Gatekeeper Server
• Server 2019 OS
• Informer Software
• Gatekeeper Software (1) .... Gatekeeper Client Computer
• Windows 10 OS
• Gatekeeper Client Software (1) .... Genetec Directory Server
• Server 2019 OS
• Genetec VMS Software (1) .... Genetec Archive Server
• Server 2019 OS
• 72TB of usable storage with RAID6
• Genetec VMS Software (7) .... CCTV Client Computers
• Windows 10 OS
• Genetec Client Software (1) .... Genetec Video Management Software Upgrade with 1 Year SMA (1 lot) ...... Labor, Engineering Documentation updates (1 lot) ...... Labor, PC/Server Configuration (1 lot) ...... Labor, Software Installation (1 lot) ...... Labor, On-site installation & validation (1 lot) ...... Travel & Living Expenses (1 lot) ...... Freight (1 lot) ...... Warranty (1 lot) ...... 7% Sales Tax

Price .... $ 121,960.00*

*Please note: some peripherals may not function after upgrade due to new OS / end of life Driver conflicts, requiring this equipment to be upgrades for restored functionality. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change
until we receive a Purchase Order/Change Order/Signed Sales Agreement. If you have any questions, please feel free to call. Terms and Conditions are attached below.

Sincerely,

Stanley CSS - Senior Sales Engineer
Direct: 317-572-2120, Cell: 317-919-3509
Fax: 833-810-8194
Email: dustin.hackleman@sbdinc.com

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Terms and Conditions
GENERAL Terms are due upon receipt. STANLEY works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. STANLEY is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.
All paperwork to be addressed to: Stanley Convergent Security Solutions, Inc. Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate.

WARRANTY Unless otherwise specified, STANLEY warrants that the engineering and equipment will be free from defects in material and workmanship for a period of twelve (12) months from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between STANLEY and Owner. This warranty does not include acts of God or abuse by the owner.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL STANLEY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND STANLEY'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.
ADDITIONAL CHARGES: 1. All prices quoted do not include sales tax, prevailing wage, or bonds unless specifically written on the face of the
proposal. 2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis. 4. The price quoted assumes installation will be performed during STANLEY's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or STANLEY's wage rates do not apply as a result of prevailing
wage requirements, or otherwise, then the installation charge will be adjusted accordingly. 5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer,
and are not the responsibility of STANLEY. INSURANCE: STANLEY will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event STANLEY is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount. ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. STANLEY is authorized to do the work as specified. Payment will be made as outlined above.

Stanley Convergent Security Solutions, Inc.
Written By: Dustin Hackleman
Title: Senior Sales Engineer
Approved and Accepted by Stanley CSS
By:
Title:
Date:
Customer
Approved By:
Title:
Date:

PO#:
(if applicable)
This proposal may be withdrawn by us if not accepted within thirty (30) days.

Agenda Item: Meeting Date: 9/6/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Chris Butts, IT Director

DATE: August 22, 2022

SUBJECT: Microsoft Enterprise Agreement 2022-2025

PRESENTER: Chris Butts

REQUEST:

Approve the purchase contract with SHI Inc. and the Microsoft Enterprise Agreement (EA) from 2022 to 2025.

BACKGROUND:

Moore County has maintained a Microsoft EA for several years because this is the most cost-effective way to purchase and maintain Microsoft licensing. Licensing on this EA includes user access to servers, email, and Microsoft 365(Word, Excel, PowerPoint, Outlook). The Microsoft EA has 803 user licenses that have varying levels of access based on the position duties. This is also the first time that we have added Azure Premium P1 licenses so we can better manage user authentication and add multifactor authentication.

FINANCIAL IMPACT:

The total cost each year for the Microsoft EA is $188,799.70 before taxes. This amount will be paid for the next 3 years.

IMPLEMENTATION PLAN:

Our licenses will immediately go into effect and added to our account.

RECOMMENDATION SUMMARY: MOTION TO #1:

Authorize the Chairman to execute the purchase contract with SHI Inc and the Microsoft EA.

MOTION TO #2: Authorize the County Manager to approve contract amendments up to $30,000 each.

MOTION TO #3 Authorize the County Manager to approve the annual True-Up License forms.

ATTACHMENTS:

SHI Contract Program Signature Form Enterprise Enrollment

VIII.C.

Enterprise Enrollment Product Selection Form SHI Microsoft EA Quote

Program Signature Form
MBA/MBSA number 5-0000008966838
Agreement number 7274047
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.
Contract Document Number or Code
Enterprise Enrollment (Indirect) X20-10635
Enterprise Amendment M97 (NEW)
Product Selection Form 1227438.004_PSF
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.
Customer
Name of Entity (must be legal entity name)* County of Moore
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID
* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date
(may be different than Microsoft's signature date)
Optional 2nd Customer signature or Outsourcer signature (if applicable)
Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
* indicates required field
Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
* indicates required field
If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.
After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.
Microsoft Corporation Dept. 551, Volume Licensing
6880 Sierra Center Parkway Reno, Nevada 89511 USA

Document X20-10635
Enterprise Enrollment State and Local
Enterprise Enrollment number
(Microsoft to complete) 73083323 Framework ID
(if applicable)
Previous Enrollment number
(Reseller to complete) 85405616

This Enrollment must be attached to a signature form to be valid.
This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.
This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.
All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.
Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.
Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.
Terms and Conditions
1. Definitions.
Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:
"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.
"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the

Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate’s use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate’s Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of

Additional
Products. This update statement must be signed by Enrolled Affiliate’s authorized representative.
(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted.
Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment
anniversary date (or at Enrollment renewal, as applicable).
h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up
initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents
submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor
mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.
3. Pricing.
a. Price Levels. For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
b. Setting Prices. Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the
applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.
4. Payment terms.
For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.
5. End of Enrollment term and termination.
a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of
Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise
to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired
after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties
that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at
https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default
contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Moore
Contact name* First Chris Last Butts
Contact email address* cbutts@moorecountync.gov
Street address* 206 South Ray St.
City* Carthage
State* NC
Postal code* 28327-8922-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (910) 947-6306
Tax ID
* indicates required fields

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized

to order Reserved Licenses for eligible Online Servies,
including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).
Contact name* First Chris Last Butts
Contact email address* cbutts@moorecountync.gov
Street address* 206 South Ray St.
City* Carthage
State* NC
Postal code* 28327-8922- (Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (910) 947-6306
Language preference. Choose the language for notices. English
This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
* indicates required fields
c. Online Services Manager. This contact is authorized to manage the Online Services ordered
under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.
Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)
Contact name*: First Chris Last Butts
Contact email address* cbutts@moorecountync.gov
Phone* (910) 947-6306
This contact is from a third party organization (not the entity). Warning: This contact receives
personally identifiable information of the entity.
* indicates required fields
d. Reseller information. Reseller contact for this Enrollment is:
Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Kai Baker
Phone* 1-888-764-8888
Contact email address* Kai_Baker@shi.com
* indicates required fields
By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.
Signature*
Printed name*
Printed title*
Date*
* indicates required fields
Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled

Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the
Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact and Online Administrator remains the default.

(i) Additional notices contact

(ii) Software Assurance manager

(iii) Subscriptions manager

(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing?   Yes,   No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form
Language:
Qualified
Devices Qualified Users Device / User
Ratio
528 528 1.0
Product Offering / Pool Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents,
Price level set using the highest quantity from Groups 1 through 4.D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using
quantity from Group 1.
Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:
0 0
English (United States)
Enterprise Product Platform

No
Profile
Enterprise
CAL Licensing Model
Enrolled Affiliate’s Product Quantities:
Price Group 1 2 3 4
Enterprise Products
Proposal ID
1227438.004
Enrollment Number
Quantity
Enrolled Affiliate’s Price Level:
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.D
D
502 528
Win E3 + Win E5 +
Win VDA + Microsoft
365 Enterprise
Products
User Licenses
Enterprise Quantity
Client Access License (CAL)
Core CAL
Office Professional Plus + M365

Apps for Enterprise + Office 365
(Plans E3 and E5) + Microsoft 365 Enterprise
Client Access License +
Office 365 (Plans E1, E3
and E5) + Microsoft 365 Enterprise
Client Access License
+ Windows Intune +
EMS USL + Microsoft 365 Enterprise
Office 365 Plans

Bridge for Office 365

Core CAL Bridge for Office 365 From SA

O365 G1 GCC

O365 G3 GCC

62

466

26

502

Enterprise Enrollment Product Selection Form

2,399 and below A

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

2,400 to 5,999 B

6,000 to 14,999 C

15,000 and above D

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each
Profile.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price
level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Note 4: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On
quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance Price Level

FN 22-0404

STATE OF NORTH CAROLINA CONTRACT FOR PURCHASES AND SERVICES

COUNTY OF MOORE

This Contract is entered into the 12th day of August, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and SHI International Corp. (the “Contractor”). 1. SERVICES TO BE PROVIDED AND AGREED CHARGES The Contractor agrees to provide resale services provided by Contractor under this Contract; i.e. sourcing and fulfilling the third party software, computer peripherals, computer hardware, and associated IT services provided by third parties (“Product”) and/or providing deliverables identified in an order (“Services”) pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT The term of this Contract is from September 1, 2022 through August 31, 2025. This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days’ notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed $202,015.68 per County fiscal year (July 1 through June 30) as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County upon shipment of Product. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all Services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE The Contractor will maintain Workers’ Compensation Insurance for all of the Contractor’s employees. The Workers’ Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

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

Bodily Injury $1,000,000.00 per occurrence Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than $1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The
certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. 6. INDEMNIFICATION To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all third party claims, damages, losses, and expenses, direct,
indirect, or consequential (including but not limited to reasonable fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the gross negligence, willful misconduct, or violations of law of the Contractor, its
officials, employees, or subcontractors under this Contract. This indemnification will survive the termination of this Contract. 7. LIMITATION OF LIABILITY Neither party will be liable for any special, punitive, indirect, incidental or consequential
damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages. The County has no liability under this Contract, except for providing payment under the terms of this Contract.

Contractor's total cumulative liability to the County in connection with this contract will not exceed the total amount of fees actually paid or payable by the County to Contractor under this contract for the year previous to the incident which gave cause for such liability. County acknowledges that such amount reflects the allocation of risk set forth in this contract and that
Contractor would not enter into this contract without these limitations on its liability.

8. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies under this Contract.

9. E-VERIFY Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 10. IRAN DIVESTMENT ACT
The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). The Final Divestment List can be found on the State Treasurer’s website at the address https://www.nctreasurer.com/office-state- treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.
11. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer’s website at https://www.nctreasurer.com/office- state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.
12. NON-DISCRIMINATION IN EMPLOYMENT The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.
13. GOVERNING LAW
The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.
14. TERMINATION OF AGREEMENT This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.
This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.
Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 15. SUCCESSORS AND ASSIGNS The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

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

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

COUNTY OF MOORE: MOORE COUNTY INFORMATION TECHNOLOGY

ATTN: CHRIS BUTTS, DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327

CONTRACTOR: SHI INTERNATIONAL CORP. ATTN: LEGAL 290 DAVIDSON AVE SOMERSET, NJ 08873 18. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and
make copies of any and all financial books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties, upon thirty (30) days' written notice. The Contractor must make the materials to be audited available within one (1) week of the request for them. Audits may be conducted at a maximum of one time per calendar year. 19. COUNTY NOT RESPONSIBLE FOR EXPENSES The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor
unless otherwise agreed in writing. 20. RETURNS All returns are subject to Contractor's return policy, which may be found at www.shi.com/returnpolicy. 21. WARRANTY Contractor is a value added reseller ("VAR") of Product, not the original equipment manufacturer ("OEM") or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Contract. Contractor shall forward the warranties to County which are provided to Contractor from the OEM of the Product, and to the extent granted by the OEM, County shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between County and OEM and County agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. Except as otherwise provided in this contract, contractor hereby disclaims all other warranties, either
express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose, warranty of noninfringement, or any warranty relating to third party products or services. The disclaimer contained in this paragraph does not affect the terms of any warranty provided by an OEM.

22. FORCE MAJEURE Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting County, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Contractor shall notify County promptly of any such delay and shall specify the effect on the Product as soon as practical. 23. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

24. SEVERABILITY

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

25. NON-WAIVER

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

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

27. AMENDMENT This Contract may only be amended by the written mutual agreement of the parties. 28. DRAFTED BY BOTH PARTIES This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

29. HEADINGS

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

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

SHI INTERNATIONAL CORPORATION

Darek Awas Manager - Contracts

COUNTY OF MOORE ATTEST

Francis R. Quis, Chairman Laura M. Williams Board of Commissioners Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

ATTACHMENT 1

SCOPE OF SERVICES The County is purchasing three-year enterprise license agreement with Microsoft.

Attachment 2 contains additional specifications.

Certificate Of Completion

Envelope Id: A5F443A77F9A4E1ABCDDFA78DBBF9879 Status: Sent

Subject: Please DocuSign: SHI Microsoft Contract Final 22-0404.pdf

Source Envelope:

Document Pages: 10 Signatures: 2 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

mhill@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

8/12/2022 8:10:14 AM

Holder: Melinda Hill

mhill@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Chris Butts

cbutts@moorecountync.gov

IT Director

County of Moore

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 184.2.42.2

Sent: 8/12/2022 8:39:16 AM

Viewed: 8/12/2022 8:58:10 AM

Signed: 8/12/2022 9:01:15 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Darek Awas

Darek_awas@shi.com

Manager - Contracts

SHI International Corp.

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 161.69.123.10

Sent: 8/12/2022 9:01:18 AM

Viewed: 8/12/2022 10:39:35 AM

Signed: 8/12/2022 10:40:34 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 10:39:35 AM

ID: 07ca233e-31ea-4bb2-aa99-9d92968df99e

Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Signature Adoption: Pre-selected Style
Using IP Address: 184.2.42.2
Sent: 8/12/2022 10:40:37 AM
Viewed: 8/12/2022 1:47:23 PM
Signed: 8/12/2022 1:48:08 PM
Electronic Record and Signature Disclosure:
    Accepted: 2/11/2020 11:10:53 AM
    ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9
Laura Williams
clerktoboard@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
    Not Offered via DocuSign
In Person Signer Events Signature Timestamp

In Person Signer Events Signature Timestamp
In Person Signing Host:
Laura Williams
clerktoboard@moorecountync.gov
In Person Signer:
Francis R. Quis, Jr., Chairman
Security Level: In Person
Sent: 8/12/2022 1:48:09 PM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
Intermediary Delivery Events Status Timestamp
Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp
Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Sent: 8/12/2022 8:39:16 AM
Electronic Record and Signature Disclosure:
Accepted: 2/11/2020 11:10:53 AM
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9
Laura Williams
clerktoboard@moorecountync.gov
Clerk to the Board
County of Moore
Security Level: Email, Account Authentication
(None)
Sent: 8/12/2022 8:39:16 AM
Viewed: 8/12/2022 8:50:44 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Melinda Hill
mhill@moorecountync.gov
Law Office Manager
Moore County, County Attorney's Office
Security Level: Email, Account Authentication
(None)
Sent: 8/12/2022 8:39:16 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Misty Leland
mistyleland@moorecountync.gov
County Attorney

County of Moore
Security Level: Email, Account Authentication (None)
Sent: 8/12/2022 8:39:16 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terra Vuncannon
tvuncannon@moorecountync.gov
Purchasing Manager
Moore County
Security Level: Email, Account Authentication (None)
Sent: 8/12/2022 8:39:17 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events Status Timestamp

Toni Skellington

tskellington@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 8/12/2022 8:39:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mike Zimmerman

Mike_Zimmerman@SHI.com

Security Level: Email, Account Authentication

(None)

Sent: 8/12/2022 9:01:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 8/12/2022 8:39:17 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM
Parties agreed to: Darek Awas, Caroline Xiong, Caroline Xiong

electronically from us.
How to contact Carahsoft obo County of Moore - IT Department:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cbutts@moorecountync.gov
To advise Carahsoft obo County of Moore - IT Department of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moorecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.
To request paper copies from Carahsoft obo County of Moore - IT Department
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft obo County of Moore - IT Department
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..
Required hardware and software
Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader: Acrobat® or similar software may be required to view and print PDF files
Screen Resolution: 800 x 600 minimum
Enabled Security Settings: Allow per session cookies

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

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Agenda Item: Meeting Date: 9/6/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Billy Ransom, Director of Parks & Recreation

DATE: August 24, 2022

SUBJECT: Moore County Sports Complex Playground

PRESENTER: Billy Ransom, Director of Parks & Recreation and Misty Leland, Moore County Attorney

REQUEST:

This is a request for the Board of Commissioners to approve the Purchase and Service Installation Contract with Play Core Wisconsin, Inc., a Wisconsin corporation doing business as Gametime in the amount of $214,764.03 for the purchase and installation of adaptive playground equipment for the Moore County Sports Complex.

BACKGROUND: The Board of Commissioners desires to have an adaptive playground at the Sports Complex in Carthage. This initiative was led by Commissioner Catherine Graham who is passionate for all children, including children who are handicapped, to enjoy the playground.

IMPLEMENTATION PLAN: Authorize the Chairman to execute the Purchase and Service Contract with Play Core Wisconsin, Inc.

FINANCIAL IMPACT STATEMENT:

This order will utilize monies budgeted in FY22-23.

RECOMMENDATION SUMMARY: Motion to approve the attached Purchase and Installation Contract with Play Core Wisconsin, Inc., a Wisconsin corporation doing business as Gametime, in the amount not to exceed $214,764.03 for the

purchase and installation of adaptive playground equipment for the Moore County Sports Complex.

and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS: Purchase and Service Installation Contract with Play Core Wisconsin, Inc.

VIII.D.

FN 22-0395

STATE OF NORTH CAROLINA PURCHASE & SERVICED INSTALLATION CONTRACT

COUNTY OF MOORE   THIS PURCHASE CONTRACT (this “Contract”) is made the 22nd day of August, 2022, between PlayCore Wisconsin, Inc., a Wisconsin corporation, doing business as GameTime (the “Vendor”) and the County of Moore, a political subdivision of the State of North Carolina (the “County”).

1. Exhibits The Exhibits listed below are hereby incorporated by reference into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

Exhibit A: Scope and Provisions of Work Exhibit B: Additional Specifications and Pricing

Exhibit C: Equipment and Play Area Diagram Exhibit D: Engineering General Concept Plan 2. Description of Goods The Vendor will transfer, deliver, and install all items as described in Exhibits A, B, C, and D pursuant to the terms of this Contract.   The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before January 31, 2023. Delivery and Installation will be made to the Moore County Sports Complex, which is located at 155 Hillcrest Park Lane, Carthage, NC 28327. The parties mutually agree that time is of the essence. 3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed $214,764.03, which includes delivery and installation of the Goods. Payment will be processed promptly upon receipt and approval of the invoice by the County. 4. Inspection The County will have the right to inspect and test the Goods prior to acceptance. 5. Risk of Loss and Title Risk of loss and title will pass to the County upon delivery, installation, and acceptance of the Goods.

6. Vendor Emblems
Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in the Exhibits. This restriction does not apply to manufacturer decals or markings. 7. Product Recall In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 21 of this Contract. 8. Warranties The Vendor represents and warrants that: a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina; b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
c. The Goods comply with all requirements set forth in this Contract; d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication; e. The Goods are suitable for the purposes intended; and
f. The Goods are of merchantable quality. 9. Insurance The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract. The Vendor will maintain, at its expense, the following minimum insurance coverage: Bodily Injury $1,000,000.00 per occurrence
Property Damage $100,000.00 per occurrence Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence
The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. 10. Indemnification To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the

negligent performance of this Contract or the negligent acts or omissions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in
connection with this Contract. This indemnification will survive the termination of this Contract. 11. Health and Safety The Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while performing under this Contract. 12. E-Verify Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with
the requirements of Article 2 of Chapter 64 of the General Statutes. 13. Iran Divestment Act The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List
can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void. 14. Divestment from Companies Boycotting Israel Act This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void. 16. Governing Law The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this
Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina. 17. Breach; Termination of the Contract In the event the Vendor breaches the terms of this Contract by one of the following, the County may,
by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law: a. Non-delivery, as required; b. Not providing adequate assurance of performance; or c. Breaches any term or condition of this Contract.

This Contract is subject to the availability of funds to purchase the specified Goods and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

FN 22-0395

18. Successors and Assigns

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County. 19. Drug Free Work Place The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request. 20. Compliance with Laws The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

21. Notices All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY PARKS & RECREATION

ATTN: BILLY RANSOM, DIRECTOR 155 HILLCREST PARK LANE CARTHAGE, NC 28327 VENDOR: PLAYCORE WISCONSIN, INC. DBA GAMETIME 150 PLAYCORE DRIVE SE FORT PAYNE, AL 35967 22. Audit Rights For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of this Contract. Audits will take place at times and locations mutually agreed upon by both parties. The Vendor must make the materials to be audited available within one (1) week of the request for them.

23. County Not Responsible for Expenses

The County will not be liable to the Vendor for any expenses paid or incurred by the Vendor unless otherwise agreed to in writing. 24. Equipment The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing. 25. Non-Waiver

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

26. Entire Agreement This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof. 27. Amendment This Contract may only be amended by the written mutual agreement of the parties. 28. Drafted by Both Parties This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary. 29. Headings

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

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above. PLAYCORE WISCONSIN, INC. DBA GAMETIME ___________________________________ Clint Whiteside Manager of Sales Operations

COUNTY OF MOORE ATTEST

___________________________________ ___________________________________

Francis R. Quis, Chairman Laura M. Williams Board of Commissioners Clerk to the Board

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

Finance Officer

FN 22-0395

EXHIBIT A SCOPE OF SERVICES The Contractor will provide all necessary supervision, labor, materials, and equipment required for the purchase and installation of the playground equipment for the Moore County Sports Complex as described further in Exhibits B, C, and D.

Exhibit BDocuSign Envelope ID: B7B35CF9-B950-4377-9E80-1846E12CC1A4

This drawing can bescaled only when inan 11" x 17" formatDrawing Name:Date:Drawn By:Minimum Area Required:Scale:This playequipment isrecommendedfor children agesRepresentativeIMPORTANT: Soft resilient surfacingshould be placed in the use zones of allequipment, as specified for each type ofequipment, and at depths to meet thecritical fall heights as specified by the U.S.consumer Product Safety Commission,ASTM standard F 1487 and CanadianStandard CAN/CSA-Z-614150 PlayCore Drive SEFort Payne, AL 35967www.gametime.comC E R T I F I E D1 4 0 0 1CERTIFIEDMoore County Sports ComplexCarthage, NCCunningham RecreationKM07.18.22161379-01-022-5 & 5-12NTSExhibit CDocuSign Envelope ID: B7B35CF9-B950-4377-9E80-1846E12CC1A4

475474480
480480475470
470Carthage, North CarolinaMOORE COUNTY SPORTSCOMPLEXPLAYGROUND IMPROVEMENTSDATE:
DESIGNED:
DRAWN:
CHECKED:
NO.
BYDATESYM.DESCRIPTION
REVISIONS
140 Aqua Shed Court.........License No. P-1095......................(QJLQHHULQJO: 910.420.1437F:
910.637.0096Aberdeen, NC 28315lkcengineering.comLKC Engineering, pllcAUGUST 2022
-
BS
PAP
20 20 4010
MERRY GO ALL
ARCH SWING BUDGET ITEMS:
SITE WORK: $80,000
PLAY EQUIPMENT
AND SURFACING: $215,000
CONTINGENCY:$5,000
TOTAL:$300,000
GENERAL CONCEPTPLANRELOCATED SWING
NEW PLAY STRUCTURE
SHELTER
EX. 5-12
EX. 2-5
FENCING
SPLASH PAD
Exhibit D

Agenda Item: Meeting Date: 9/6/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Nick Picerno, County Commissioner

DATE: August 19, 2022

SUBJECT: Pro-Life Resolution

PRESENTER: Misty Leland, County Attorney

REQUEST:

Request the Board of Commissioners to approve the attached Pro-Life Resolution.

BACKGROUND: N/A

IMPLEMENTATION PLAN:

Effective September 6, 2022

FINANCIAL IMPACT STATEMENT: Not Applicable.

RECOMMENDATION SUMMARY: Make a motion to approve the attached Pro-Life Resolution.

SUPPORTING ATTACHMENTS:

Resolution

VIII.E.

RESOLUTION SUPPORTING THE INALIENABLE RIGHT TO LIFE AND THE INHERENT DIGNITY OF ALL HUMAN BEINGS INCLUDING THE PREBORN FROM CONCEPTION TO BIRTH   WHEREAS, the Declaration of Independence affirms that all men are created equal and have been endowed by their Creator with certain inalienable rights— chief among them the right to life— and that the protection of these rights is an affirmative duty of federal, state, and local governments;

WHEREAS, the Fifth and Fourteenth Amendments to the United States Constitution provide for the protection of human life and liberty;

WHEREAS, the Supreme Court of the United States in Poelker v. Doe (432 US 519, 1977) concluded that “the Constitution does not forbid a State or city, pursuant to democratic processes, from expressing a preference for “normal childbirth” instead of abortion;

WHEREAS, state police power derives from the Tenth Amendment to the United States Constitution, which gives states the powers "not delegated to the United States”; WHEREAS, the power to establish and enforce laws protecting the welfare, safety, and health of the public is a core function of the state’s Tenth Amendment police power;

WHEREAS, Section I of the Constitution of North Carolina states that “all persons are created equal; that they are endowed by their Creator with certain inalienable rights; that among these are life, liberty, and the enjoyment of the fruits of their own labor, and the pursuit of happiness”;

WHEREAS, the recent landmark US Supreme Court decision held, “[T]he Constitution does not confer a right to abortion.” Dobbs v. Jackson Women’s Health Organization, No. 19-1392, 597 U.S. ____ (2022). Dobbs further held that abortion was not a protected right under the constitution, overturning Roe v. Wade and Planned Parenthood of Southeaster Pennsylvania v. Casey, and returned the decision regarding abortion regulations back to the states;

WHEREAS, the Moore County Board of Commissioners desires to express its support for Dobbs v. Jackson Women’s Health Organization; and

WHEREAS, the Moore County Board of Commissioners expresses its deep concern for all human beings at every stage of development, including before birth, and believes unborn babies should be afforded protection from acts of cruelty and be treated humanely and with dignity.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Moore County Board of Commissioners recognizes and supports the inalienable right to life and the inherent dignity of all human beings including the preborn from conception
to birth.

Section 2. The Moore County Board of Commissioners supports the recent landmark US Supreme Court decision Dobbs v. Jackson Women's Health Organization, No. 19-1392, 597 U.S. ____1 (2022).

Section 3. The Moore County Board of Commissioners requests the NC General Assembly to pass new legislation concerning abortions in this State consistent with Section 1 of this Resolution.

Section 4. The Moore County Board of Commissioners supports public input from citizens,
churches, and other social organizations that may help determine possible measures that religious organizations and non-profits can adopt to provide spiritual, emotional, educational, and financial support for mothers and fathers of preborn children and to become a county that truly welcomes and protects the gift of life from conception or fertilization through all stages of development.

This the ____ day of ________________2022.

______________________________ Frank Quis, Chair Moore County Board of Commissioners

1 Left blank on purpose.

Agenda Item: Meeting Date: 9/6/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Leland, County Attorney

DATE: August 29, 2022

SUBJECT: Excise Tax Resolution

PRESENTER: Misty Leland, Moore County Attorney

REQUEST:

This is a request for the Board of Commissioners to authorize the county manager and finance director to issue refunds for the overpayment of excise taxes pursuant to GS 105-228.37.

BACKGROUND: On July 7, 2022, North Carolina General Statute 105-228.37 became effective. This statute authorizes the board of county commissioners to designate the county manager or county finance officer to grant requests for refunds for the overpayment of excise taxes if the refund request is filed within six months after the date the tax was paid. A taxpayer who is not granted a refund from a county manager or county finance officer may file a written request with the board of county commissioners pursuant to the procedures set forth in this statute.

IMPLEMENTATION PLAN: None

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY: Motion to authorize the county manager and finance director to issue refunds for the overpayment of excise taxes pursuant to GS 105-228.37.

SUPPORTING ATTACHMENTS: Resolution NCGS § 105-228.37. Refund of overpayment of tax.

VIII.F.

RESOLUTION AUTHORIZING EXCISE TAX REFUNDS TO BE ISSUED BY THE COUNTY MANAGER OR FINANCE DIRECTOR

WHEREAS, on July 7, 2022, North Carolina General Statute 105-228.37 became effective. This statute authorizes the board of county commissioners to designate the county manager or county finance officer to grant requests for refunds for the overpayment of excise taxes if the refund request is filed within six months after the date the tax was paid. A taxpayer who is not granted a refund from a county manager or county finance officer may file a written request with the board of county commissioners pursuant to the procedures set forth in this statute.

NOW, THEREFORE, BE IT RESOLVED, the Moore County Board of Commissioners authorizes the county manager and finance director to issue refunds for the overpayment of excise taxes pursuant to GS 105-228.37. This the 6th day of September 2022.

______________________________ Frank Quis, Chair
Moore County Board of Commissioners

§ 105-228.37. Refund of overpayment of tax. (a) Refund Request. - A taxpayer who pays more tax than is due under this Article may request a refund of the overpayment by filing a written request for a refund with the board of county commissioners of the county where the tax was paid. The request must be filed within six months after the date the tax was paid and must explain why the taxpayer believes a refund is due. (b) Hearing by County. - A board of county commissioners must conduct a hearing on a request for refund. Within 60 days after a timely request for a refund has been filed and at least 10 days before the date set for the hearing, the board must notify the taxpayer in writing of the time and place at which the hearing will be conducted. The date set for the hearing must be within 90 days after the timely request for a hearing was filed or at a later date mutually agreed upon by the taxpayer and the board. The board must make a decision on the requested refund within 90 days after conducting a hearing under this subsection. (c) Process if Refund Granted. - If the board of commissioners decides that a refund is due, it must refund the overpayment, together with any applicable interest, to the taxpayer and inform the Department of the refund. The Department may assess the taxpayer for the amount of the refund in accordance with G.S. 105-241.9 if the Department disagrees with the board's decision. (d) Process if Refund Denied. - If the board of commissioners finds that no refund is due, the written decision of the board must inform the taxpayer that the taxpayer may request a departmental review of the denial of the refund in accordance with the procedures set out in G.S. 105-241.11. (e) Recording Correct Deed. - Before a tax is refunded, the taxpayer must record a new instrument reflecting the correct amount of tax due. If no tax is due because an instrument was recorded in the wrong county, then the taxpayer must record a document stating that no tax was owed because the instrument being corrected was recorded in the wrong county. The taxpayer must include in the document the names of the grantors and grantees and the deed book and page number of the instrument being corrected. When a taxpayer records a corrected instrument, the taxpayer must inform the register of deeds that the instrument being recorded is a correcting instrument. The taxpayer must give the register of deeds a copy of the decision granting the refund that shows the correct amount of tax due. The correcting instrument must include the deed book and page number of the instrument being corrected. The register of deeds must notify the county finance officer and the Secretary when the correcting instrument has been recorded. (f) Interest. - An overpayment of tax bears interest at the rate established in G.S. 105-241.21 from the date that interest begins to accrue. Interest begins to accrue on an overpayment 30 days after the request for a refund is filed by the taxpayer with the board of county commissioners. (2000-170, s. 2; 2007-491, s. 24; 2011-330, s. 30(a).)

Agenda Item: Meeting Date: 9/6/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Leland, County Attorney

DATE: August 15, 2022

SUBJECT: Personnel Policy – Revising Work Schedule

PRESENTER: Misty Leland, County Attorney

REQUEST:

Request the Board of Commissioners approve the proposed revision to the County of Moore Personnel Policy.

BACKGROUND:

There is a need to revise the Work Schedule provision of the Personnel Policy to define flexible work schedule which now includes working remotely.

The proposed policy revision:

•Add “The County authorizes flexible work schedules. A flexible work schedule is analternative to the traditional 8am to 5pm, Monday through Friday workweek. It allowsemployees to vary their arrival and/or departure times, including working remotely.”

•Remove “Any variable work schedule options made available to one employee in a work unit must be made available to all employees in the work unit.”

•Add “Appointed and elected officials as well as the DSS and Health Directors shall have finalapproval for their departments.”

IMPLEMENTATION PLAN:

Effective September 6, 2022

FINANCIAL IMPACT STATEMENT:

Not Applicable.

RECOMMENDATION SUMMARY:

Motion to approve the revised Article VI Section 3, entitled Work Session, of the Personnel Policy as presented effective September 6, 2022.

SUPPORTING ATTACHMENTS: Current Article VI Section 3 Work Schedule Personnel Policy Proposed Article VI Section 3 Work Schedule Personnel Policy

VIII.G.

Article VI

Section 3. Work Schedules

The Department Director, in developing the work schedule, must ensure that every office, division, section or unit is to be adequately staffed during operating hours. Adequate lunch periods are defined as no less than 30 minutes to no more than 1 hour. Employees in exempt positions shall work the number of hours necessary to assure the satisfactory performance of their duties, but no less than forty (40) hours per week. Any variable work schedule options (flextime schedule) made available to one employee in a work unit must be made available to all employees in the work unit. It is the responsibility of the Department Director to establish guidelines regarding the flextime schedule. When a department flextime schedule has been coordinated and approved by the Department Director, such schedule(s) shall be submitted to the Human Resources Director for review, and then forwarded to the County Manager for final approval.

Section 3. Work Schedules

The Department Director, in developing the work schedule, must ensure that every office, division, section or unit is to be adequately staffed during operating hours. Adequate lunch periods are defined as no less than 30 minutes to no more than 1 hour. Employees in exempt positions shall work the number of hours necessary to assure the satisfactory performance of their duties, but no less than forty (40) hours per week.

The County authorizes flexible work schedules. A flexible work schedule is an alternative to the traditional 8am to 5pm, Monday through Friday workweek. It allows employees to vary their arrival and/or departure times, including working remotely.

Any variable work schedule options made available to one employee in a work unit must be made available to all employees in the work unit. It is the responsibility of the Department Director to establish guidelines regarding the flextime schedule. When a department flextime schedule has been coordinated and approved by the Department Director, such schedule(s) shall be submitted to the Human Resources Director for review, and then forwarded to the County Manager for final approval. Appointed and elected officials as well as the DSS and Health Directors shall have final approval for their departments.

Agenda Item: Meeting Date: 9/6/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Janet Parris, Assistant County Manager

DATE: 8/30/2022

SUBJECT: Approval of Position Classification and Pay Plan for Moore County

PRESENTER: Janet Parris

REQUEST:

Request the Moore County Board of Commissioners approve an updated Position Classification and Pay Plan with an effective date of October 8, 2022.

BACKGROUND:

County of Moore is committed to providing high quality and timely services for our citizens. One component of meeting this goal is achieving and maintaining a stable, committed, and talented work force. Moore County must review and revise salary structure as needed to ensure competitiveness within the job market. During the last twelve months, significant changes, including high inflation, have created additional staff recruitment and retention challenges.

The County of Moore entered into a contract with Piedmont Triad Regional Council on March 3, 2022 to conduct a market analysis pay study for county job classifications. This study conducted a comprehensive comparative analysis pay study of appropriate public sector organizations to determine whether the County's salaries were competitive within the appropriate job market. Compensation data from these entities was analyzed, resulting in the updated proposed pay plan structure. A Position Classification and Pay Plan has been created to incorporate finding results.

Administration and Human Resources analyzed the data to ensure equity was maintained across County departments. Department Directors also were provided their departmental data for review to ensure equity within their respective departments. Department Directors finalized their reviews prior to the development of the proposed pay and classification plan.

IMPLEMENTATION PLAN:

Position Classification and Pay Plan (which includes market study results) to be effective October 8, 2022. Upon Board approval, county departments will prepare the Personnel Action Request Forms for employees which include the market and equity components.

VIII.H.

FINANCIAL IMPACT STATEMENT:

The proposed Position Classification and Pay Plan will be funded with monies already allocated in the adopted Fiscal Year 2022-2023 budget, from assignment of funds carried forward from the FY 2021-2022 close out, and from lapsed salaries.

RECOMMENDATION SUMMARY: Request the Moore County Board of Commissioners adopt the Moore County Position Classification and Pay Plan with an effective date of October 8, 2022.

SUPPORTING ATTACHMENTS:

County of Moore Position Classification and Pay Plan effective October 8, 2022

Position Classification and Pay Plan

Effective 10-08-2022

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
	05		17,971	18,869	19,813	20,804	21,844	22,936	28,304
	06		18,869	19,813	20,804	21,844	22,936	24,083	29,719
	07		19,813	20,804	21,844	22,936	24,083	25,287	31,205
Solid Waste Site Attendant	08	B	20,804	21,844	22,936	24,083	25,287	26,551	32,766
	09		21,844	22,936	24,083	25,287	26,551	27,879	34,404
Nutrition Site Manager	10	A	22,936	24,083	25,287	26,551	27,879	29,273	36,124
	11		24,083	25,287	26,551	27,879	29,273	30,736	37,930
Certified Nursing Assistant I	12	H	25,287	26,551	27,879	29,273	30,736	32,273	39,827
Community Social Services Assistant	12	H							
Certified Nursing Assistant II	13	H	26,551	27,879	29,273	30,736	32,273	33,887	41,818
Custodial Worker	13	B							
MCTS Driver	13	B							
Secretary	13	F							
Office Assistant III	14	F	27,879	29,273	30,736	32,273	33,887	35,581	43,909
Processing Assistant III	14	F							
Tax Assistant I	14	F							
Administrative Secretary	15	F	29,273	30,736	32,273	33,887	35,581	37,360	46,104
Animal Shelter Attendant	15	G							
Billing & Collections Clerk I	15	C							
Lead Custodial Worker	15	B							
Medical Office Assistant	15	F							
Nutrition Coordinator	15	F							
Accounting Clerk IV	16	F	30,736	32,273	33,887	35,581	37,360	39,228	48,410
In-Home Services Supervisor	16	D							
Office Assistant IV	16	F							
Operation Specialist	16	B							
Processing Assistant IV	16	F							
Veterans Services Assistant	16	F							
Billing & Collections Clerk II	17	C	32,273	33,887	35,581	37,360	39,228	41,190	50,830
Library Technician	17	F							
Tax Assistant II	17	F							
Transportation Fleet & Route Coordinator	17	F							
Transportation Office Coordinator	17	F							
Utility Field Services Technician I	17	B							
Accounting Clerk V	18	F	33,887	35,581	37,360	39,228	41,190	43,249	53,372
Equipment Operator	18	B							
Family Caregiver Advisor	18	H							
Human Resources Technician I	18	C							
Income Maintenance Caseworker I	18	H							
Library Program Specialist	18	F							
Master Control Room Operator	18	G							
Personnel Technician I	18	C							

Processing Assistant V 18 F
Property Assessment Specialist 18 F
Public Health Educator I 18 E
Tax Assistant III 18 F
Tax Mapping Technician 18 E
Truck Driver/Equipment Operator 18 B
Utility Field Services Technician II 18 B
Utility Maintenance Technician I 18 B

Position Classification and Pay Plan

Effective 10-08-2022

Position Title Grade Band Minimum Step 1 Step 2 Step 3 Step 4 Step 5 Maximum

Water Maintenance Technician I 18 B

Water Pollution Control Plant Operator Trainee 18 B

Weigh Master/Equipment Operator 18 B

Billing & Collections Clerk III 19 C 35,581 37,360 39,228 41,190 43,249 45,411 56,040

Case Manager 19 H

EMT Basic 19 G

Environmental Health Technician 19 B

Human Resources Placement Specialist 19 H

Human Services Coordinator I 19 H

Licensed Practical Nurse 19 E

Maintenance Technician 19 B

Medical Laboratory Technician I 19 E

Nutritionist I 19 E

Senior Insurance & Volunteer Services Advisor 19 F

Social Worker I 19 H

Utility Maintenance Technician II 19 B

Veterans Services Officer 19 H

Water Maintenance Technician II 19 B

Water Pollution Control Lab Technician 19 B

Administrative Assistant I 20 C 37,360 39,228 41,190 43,249 45,411 47,682 58,842

Child Support Agent I 20 H

Custodial Supervisor 20 B

Deputy Register of Deeds II 20 F

E911 Telecommunicator 20 G

Fitness Coordinator 20 B

Fleet Maintenance Mechanic 20 D

Income Maintenance Caseworker II 20 H

Income Maintenance Investigator I 20 H

Nutrition/Transportation Manager 20 F

Public Safety Administrative Assistant I 20 G

SEC Program Coordinator 20 H

Substance Abuse Counselor 20 H

Telecommunicator 20 G

Utility Maintenance Technician III 20 B

Water Maintenance Technician III 20 B

Water Pollution Control Plant Mechanic 20 B

Water Pollution Control Plant Operator I 20 B

Water System Operator I 20 B

Animal Shelter Manager 21 G 39,228 41,190 43,249 45,411 47,682 50,066 61,784

Backflow and Cross Connection Specialist 21 B

Billing & Collections Specialist 21 C

Cognitive Behavior Intervention Specialist 21 H

Delinquent Tax Collector 21 E
Deputy Register of Deeds III 21 E
Detention Officer 21 G
Electrical/Maintenance Technician 21 B
Evidence Technician 21 G
Financial Specialist 21 E
Human Resources Technician II 21 C
HVAC/Maintenance Technician 21 B

Position Classification and Pay Plan

Effective 10-08-2022

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Lead E911 Telecommunicator	21	G							
Lead Fleet Maintenance Mechanic	21	B							
Lead Telecommunicator	21	G							
Medical Laboratory Technician II	21	E							
Permitting Technician	21	F							
Personnel Technician II	21	C							
Tax Mapping Specialist	21	E							
Title Research & Foreclosure Specialist	21	E							
Water Pollution Control Plant Operator II	21	B							
Water System Operator II	21	B							
Accounting Specialist I	22	E	41,190	43,249	45,411	47,682	50,066	52,569	64,874
Administrative Assistant II	22	C							
Advanced EMT	22	G							
Athletics Programs Assistant	22	C							
Business/Personal Property Appraiser	22	E							
Child Support Agent II	22	H							
Detention Deputy Sheriff	22	G							
Detention Sergeant	22	G							
E911 Communication Specialist	22	G							
E911 Training Specialist	22	G							
Engineering Technician I	22	E							
Financial Accounting Specialist	22	E							
Human Resources Specialist	22	C							
Human Services Coordinator II	22	H							
Income Maintenance Caseworker III	22	H							
Income Maintenance Investigator II	22	H							
Landfill Operations Supervisor	22	D							
Natural Resources Administrative Assistant	22	C							
Nutritionist II	22	E							
Program & Events Coordinator	22	C							
Public Health Educator II	22	E							
Public Safety Administrative Assistant II	22	G							
Records Classification Officer	22	G							
Senior Maintenance Technician	22	B							
Solid Waste Collections Supervisor	22	D							
Water Pollution Control Plant Operator III	22	B							
Water System Operator III	22	B							
Computer Systems Administrator I	23	E	43,249	45,411	47,682	50,066	52,569	55,198	68,117
Dental Hygienist I	23	E							
Deputy Sheriff	23	G							
Information Technology Support Specialist I	23	E							
Lead Child Support Agent	23	H							

Mechanical/Electrical Inspector 23 D
Real Property Appraiser 23 E
Register of Deeds Technology Support 23 E
Social Worker II 23 H
Utility Field Services Supervisor 23 D
Voter Registration Service Coordinator 23 C
Water Pollution Control Plant Operator IV 23 B
Administrative Officer I 24 D 45,411 47,682 50,066 52,569 55,198 57,958 71,523

Position Classification and Pay Plan

Effective 10-08-2022

Position Title Grade Band Minimum Step 1 Step 2 Step 3 Step 4 Step 5 Maximum

Assistant Register of Deeds 24 C

Athletics Programs Supervisor 24 C

Deputy Sheriff Corporal 24 G

Elections Training & Recruiting Specialist 24 C

EMS Logistics Specialist 24 G

EMT Paramedic 24 G

Human Resources Analyst I 24 C

Human Services Coordinator III 24 H

Income Maintenance Supervisor II 24 D

Information Technology Support Specialist II 24 E

Library Supervisor 24 D

Maintenance Supervisor/Collections 24 D

Maintenance Supervisor/Distribution 24 D

Natural Resources Specialist 24 E

Nutritionist III 24 E

Planner 24 E

Public Safety Administrative Services Officer I 24 G

Senior Real Property Appraiser 24 E

Veterans Services Director 24 D

Water Pollution Control Plant Chief Mechanic 24 D

Youth Services/Day Reporting Center Supervisor 24 D

Building Inspector I 25 D 47,682 50,066 52,569 55,198 57,958 60,856 75,099

Child Support Supervisor 25 D

Dental Hygienist II 25 E

Deputy Sheriff Sergeant 25 G

Detective Sergeant 25 G

Detention Lieutenant 25 G

Engineering Technician II 25 E

Housing Rehab Program Coordinator 25 E

Human Services Planner/Evaluator I 25 H

Information Technology Applications Analyst 25 E

Maintenance Supervisor/Water Quality 25 D

Paramedic First Class 25 G

Public Health Nurse I 25 E

Records Sergeant 25 G

Senior Tax Auditor 25 E

Social Worker III 25 H

Transport Sergeant 25 G

Water Pollution Control Plant Chief Operator 25 D

Water Pollution Control Plant Lab Chemist 25 E

Appraisal Supervisor/Revaluation Analyst 26 E 50,066 52,569 55,198 57,958 60,856 63,898
78,854

Deputy Fire Marshal 26 G
Election Services Manager 26 D
GIS Programmer Analyst 26 E
Human Resources Analyst II 26 C
Human Resources Recruitment & Retention Coordinator 26 C
Landfill/Collections Superintendent 26 D
Maintenance Supervisor 26 D
Paramedic Corporal 26 G
Public Information Officer 26 C

Position Classification and Pay Plan

Effective 10-08-2022

Position Title Grade Band Minimum Step 1 Step 2 Step 3 Step 4 Step 5 Maximum

Quality Assurance/In-Home Services Manager 26 D

Social Work Supervisor II 26 D

Social Worker-Investigative/Assessment & Treatment 26 H

Tax Collection Supervisor 26 D

Tax Customer Service Supervisor 26 D

Tax Listing Supervisor 26 D

Administrative Officer II 27 D 52,569 55,198 57,958 60,856 63,898 67,093 82,797

Building Inspector II 27 D

EMS Captain 27 G

Environmental Health Specialist 27 E

Forensic Officer 27 G

Human Services Planner/Evaluator II 27 H

Information Technology Applications Specialist 27 E

Information Technology Office/Communication Specialist 27 E

Paralegal 27 E

Public Health Nurse II 27 E

Public Safety Administrative Services Officer II 27 G

Support Services Officer 27 G

Accounting & Grants Manager 28 E 55,198 57,958 60,856 63,898 67,093 70,448 86,937

Administrative Services Manager 28 D

Deputy Sheriff Lieutenant 28 G

E911 Communications Manager 28 G

Fleet Maintenance Supervisor 28 D

Forensic Lieutenant 28 G

Information Technology Network Engineer 28 E

Law Office/Contracts Manager 28 C

Lieutenant - Non LEO 28 G

Natural Resources Administrator 28 D

Planning Supervisor 28 D

Public Health Nurse III 28 E

Purchasing Manager 28 E

Risk and Benefits Manager 28 D

Assistant Budget Manager/Internal Auditor 29 E 57,958 60,856 63,898 67,093 70,448 73,970 91,284

Building Inspector III 29 D

EMS Major 29 G

Environmental Health Program Specialist 29 E

Fire Marshal 29 G

Income Maintenance Administrator I 29 D

Information Technology Senior Systems Administrator 29 E

Information Technology Server Administrator 29 E

Logistics Training Chief 29 G

Senior Planner 29 E
Social Work Supervisor III 29 D
Soil Scientist I 29 E
Utility Operations Manager 29 D
Environmental Health Supervisor I 30 D 60,856 63,898 67,093 70,448 73,970 77,669 95,848
GIS Manager 30 E
Information Security Officer 30 D
Social Work Program Manager 30 D
Tax Business Systems Analyst 30 E

Position Classification and Pay Plan

Effective 10-08-2022

Position Title	Grade	Band	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Transportation Director	30	D							
Water Pollution Control Plant Superintendent	30	D							
Assistant Finance Director	31	D	63,898	67,093	70,448	73,970	77,669	81,552	100,640
Deputy Sheriff Captain	31	G							
Information Technology Applications Manager	31	D							
Information Technology Network Manager	31	D							
Inspections Supervisor	31	D							
Social Work Program Administrator I	31	D							
Tax Collection Division Manager	31	D							
Tax Listing/Assessing Division Manager	31	D							
Aging Services Director	32	D	67,093	70,448	73,970	77,669	81,552	85,630	105,672
Assistant Planning Director	32	D							
Budget Manager/Internal Auditor	32	E							
Child Support Director	32	D							
Director of Elections	32	D							
Parks & Recreation Director	32	D							
Public Health Nursing Director I	32	E							
Solid Waste Director	32	D							
EMS Chief	33	G	70,448	73,970	77,669	81,552	85,630	89,912	110,956
Property Management Director	33	E							
Public Safety Deputy Director	33	G							
Capital Projects Manager	34	E	73,970	77,669	81,552	85,630	89,912	94,407	116,503
Deputy Sheriff Major	34	G							
Assistant County Attorney	35	E	77,669	81,552	85,630	89,912	94,407	99,128	122,329
County Engineer	36	E	81,552	85,630	89,912	94,407	99,128	104,084	128,445
Physician Extender II	36	E							
Chief Deputy	37	G	85,630	89,912	94,407	99,128	104,084	109,288	134,867
Human Resources Director	37	D							
Planning Director	37	D							
Public Safety Director	37	G							
Associate County Attorney	38	E	89,912	94,407	99,128	104,084	109,288	114,752	141,611
Finance Director	39	D	94,407	99,128	104,084	109,288	114,752	120,490	148,691
Information Technology Director	39	D							
Public Works Director	39	E							
Deputy County Attorney	40	E	99,128	104,084	109,288	114,752	120,490	126,515	156,126
Health Director	40	D							
Social Services Director	40	D							
	41		104,084	109,288	114,752	120,490	126,515	132,840	163,932
Assistant County Manager	42	D	109,288	114,752	120,490	126,515	132,840	139,482	172,129
	43		114,752	120,490	126,515	132,840	139,482	146,456	180,735
	44		120,490	126,515	132,840	139,482	146,456	153,779	189,772
	45		126,515	132,840	139,482	146,456	153,779	161,468	199,260

Appointed and Elected Officials

Clerk to the Board 60 D 64,507 129,014

Tax Administrator 61 D 86,790 173,580

County Attorney 62 E 131,358 262,716

County Manager 63 D 140,742 281,484

Register of Deeds 70 D 76,235 152,470

Sheriff 71 G 93,827 187,654

Position Title Grade Band Minimum Step 1 Step 2 Step 3 Step 4 Step 5 Maximum

Special Non-Salaried Classifications

Groundskeeper 81 A 13.61 per hour

Seasonal Maintenance 82 A 10.14 per hour

Elections Worker - rate set by Elections Board 83 A Rate set by Elections Board

Intern-rate set by Department 84 A Rate set by Department

Grant Funded Position - Position Title and rate set by grant 85 Rate set by Grant

Public Safety Technician 86 A 20.30 per hour

Recreation - Basketball, Multiple Referees 87 A 18.09 per game

Recreation - Basketball, Single Referee 88 A 24.12 per game

Recreation - Football Referee 89 A 18.09 per game

Recreation - Soccer Referee 90 A 18.09 per game

Recreation - Adult Softball Umpire 91 A 21.70 per game

Recreation - Coach Pitch Umpire 92 A 18.09 per game

Recreation - Jr. League Umpire 93 A 36.18 per game

Recreation - Little League Umpire 94 A 21.70 per game

Recreation - Tee Ball Umpire 95 A 18.09 per game

Recreation - Youth Softball Umpire 96 A 21.70 per game

Recreation - Open/Close Facilities 97 A 18.09 per day

Recreation - Scorekeeper 98 A 12.06 per game

Recreation - Concession Worker 99 A 8.48 per hour

Recreation - Lead Concession Worker 100 A 9.33 per hour

Recreation - Concession Manager 101 A 10.28 per hour

Recreation - Park Attendant 102 A 10.14 per hour

On Call Pay

Non-Exempt Employees Only

Day Rate Per Day

Monday thru Thursday 10.00

Friday, Saturday, and Sunday 20.00

County Observed Holiday 30.00

Shift Premium

E911 Telecommunicator and Telecommunicator 6:00 pm to 6:00 am work shift 75¢ per hour

Master Control Room Operator 6:00 pm to 6:00 am work shift 75¢ per hour

Solid Waste Site Attendant Works on County recognized holiday 2 x hourly rate of pay

Agenda Item: Meeting Date: 09/06/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 08/30/2022

SUBJECT: Appointments / Library Board of Trustees

REQUEST:

Appoint new member to the Moore County Library Board of Trustees.

BACKGROUND:

Trustee Clara Bernicken's term expired August 31 and she is unavailable to continue service. Mr. Carl Danis, Director of Library Resources for Sandhills Community College, has made application and is recommended for appointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Carl Danis to the Library Board of Trustees for a three-year term expiring August 31, 2025.

ATTACHMENTS:

Application

IX.A.