

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, AUGUST 2, 2022, 10:30 A.M. REGULAR MEETING

CALL TO ORDER INVOCATION – Pastor Jim Boyte, Good News Community Church

PLEDGE OF ALLEGIANCE – Rachel Patterson, GIS Manager I. PUBLIC COMMENT PERIOD (Procedures are attached to agenda.)

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

III. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners. A. Minutes: July 18, 2022, Special Meeting

B. Minutes: July 19, 2022, Regular Meeting

C. Budget Amendments D. FY23 Memorandum of Understanding between Aging and Transportation E. FY23 Home and Community Care Block Grant Funding Plan

IV. RECOGNITIONS V. PRESENTATIONS A. Parks & Recreation – ADA Playground (Larry Caddell, Parks & Recreation Advisory

Committee Chairman / Josh Hammond, Cunningham Recreation)

B. Health – Environmental Health Update (Matt Garner, Interim Health Director) VI. PUBLIC HEARINGS

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

B. Call to Public Hearing/Planning – Conditional Rezoning Request: RA-40 and B-2 to B2-

CZ – US Hwy 15/501 (Debra Ensminger, Planning Director)

C. Call to Public Hearing/Planning – Conditional Rezoning Request: RA to RA-CZ – NC Hwy 22 (Debra Ensminger, Planning Director)

VII. OLD BUSINESS VIII. NEW BUSINESS A. Planning – Request for Approval of FY23 Urgent Repair Program and Associated

Documents (Debra Ensminger, Planning Director)

B. Finance – Request for Approval of Memorandum of Agreement with Moore County Schools and Sandhills Center (Caroline Xiong, Finance Director) C. Finance – Request for Approval of Nonprofit Grant Agreement with Sandhills

Center for

FY23 (Caroline Xiong, Finance Director) D. Health – Request for Approval of FY23 Activity 546 Communicable Disease Pandemic Recovery Funding (Matt Garner, Interim Health Director)

E. Health – Request for Approval of FY23 Activity 543 ELC Enhancing Detection Activities Funding (Matt Garner, Interim Health Director) F. Public Works – Request for Approval of Contract with Chambers Development for Bio-Solids Tipping (Randy Gould, Public Works Director)

G. Legal – Request for Approval of USGA Incentive Agreement Amendment No. 1 (Misty Leland, County Attorney)

IX. APPOINTMENTS A. Transportation Advisory Board X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if necessary ADJOURNMENT

PUBLIC COMMENT PROCEDURES

MOORE COUNTY BOARD OF COMMISSIONERS

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

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

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

Revised on the 7th day of April 2015. Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING MONDAY, JULY 18, 2022, 4:00 P.M.

The Moore County Board of Commissioners convened for a Special Meeting at 4:00pm, Monday, July 18, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, 1 Courthouse Sq., Carthage, NC.

Commissioners Present: Vice Chair Catherine Graham, Jerry Daeke, Otis Ritter, Nick Picerno Commissioners

Absent:

Chairman Frank Quis *****

Vice Chair Graham 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, and then to this day, July 18, 2022. Vice Chair Graham gave the floor to County Attorney Misty Leland to continue the proceedings. Witnesses were sworn by the Clerk.

The hearing lasted approximately six hours and it was concluded that it should be continued to another day. Upon motion made by Commissioner Ritter, seconded by Commissioner Picerno, the Board voted 4-0 to continue the hearing to Monday, August 1, 2022, at 4:00pm.

Vice Chair Graham stated for the record that attorneys Michael Parker and Nick Robinson had agreed to Chairman Frank Quis' participation in the hearing and eventual vote. She noted that he could review the records for this meeting from which he was absent with the Clerk.

A transcript of the hearing 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.

There being no further business, upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to adjourn the July 18, 2022, Special Meeting of the Moore County Board of Commissioners at 10:12pm.

Chair Laura M. Williams, Clerk to the Board _____ Francis R. Quis, Jr.,

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, JULY 19, 2022, 5:30 P.M. REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, July 19, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina. Commissioners Present:

Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno, Otis Ritter Commissioners Absent: Chairman Frank Quis

***** Vice Chair Graham called the meeting to order and welcomed everyone. She said she would be chairing the meeting this evening, and Chairman Quis had requested she let everyone know he had Covid and was doing well. Pastor Tom Everett of the House of the Lord, Vass provided the invocation and Tax Administrator Gary Briggs led the Pledge of Allegiance. PUBLIC COMMENT PERIOD There were many citizens present to speak regarding the pro-life vs. pro-choice issue recently decided by the Supreme Court of the United States. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to extend the public comment period by 15 minutes for a total of 45 minutes, to dedicate the first 15 minutes to general public comment, and to alternate the remaining minutes between pro-life and pro-choice comments, otherwise following the Board's established policy. Any time remaining from general comment would be forwarded to pro-life and pro-choice speakers. The following offered comment: John Misiaszek (general comments – school safety and economic development) Bill Hammond (pro-life) Tim Russell (pro-choice – submitted resolution for the Board's consideration) Jessica Stephens (pro-life) Caitlin Sirkin (pro-choice) Danielle Smith (pro-life) Amelia Russell (pro-choice)

Charles Garrison (pro-life)

Danielle Hunter (pro-choice)

April Nayman (pro-life) Michele Cunningham (pro-choice) John Rowerdink (pro-life) Jeff Marcus (pro-choice)

Donna Mann (pro-life)

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

CONSENT AGENDA

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to approve the following consent agenda items: Minutes: June 21, 2022, Regular Meeting

Minutes: June 23, 2022, 2:30pm, Special Meeting Minutes: June 23, 2022, 4:00pm, Special Meeting Tax

Releases/Refunds – June 2022 Budget Amendments FY23 Agreement with Partners in Progress

FY23 NC Forest Service Contract Health – FY23 Activity 403 WIC Funding Planning – Cost Allocation Plan for

Community Development Division Aging – FY23 Home and Community Care Block Grant Contract Public Safety –

Purchase of Ambulance Using HGACBuy

Public Works – Contract for Purchase of Lime Slurry Letter of Support for Federal Funding for RDU Runway The tax releases/refunds resolutions and budget amendments are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

PRESENTATIONS Workforce Development Realignment

Moore County Partners in Progress Executive Director Natalie Hawkins presented information to the Board regarding workforce development realignment pursuant to the Workforce Innovation and Opportunity Act of 2014.

Following a meeting with a representative of the NC Department of Commerce attended with Chairman Quis and Commissioner Picerno the week prior, Ms. Hawkins was requested to research options and make a

recommendation. She shared her recommendation to realign with the Mid-Carolina Workforce Development

Board. Commissioner Picerno acknowledged that although the Board had previously adopted a resolution regarding this matter, they had limited information at the time, and he commented regarding the appropriateness of Ms.

Hawkins from her position gathering more information and making a recommendation. The deadline of July 31 to

make the State aware of the requested change was discussed. Upon motion made by Commissioner Picerno,

seconded by Commissioner Daeke, the Board voted 4-0 to proceed with a letter of intent to realign

with the Mid-Carolina Workforce Development Board.

NEW BUSINESS

SRLS – Request for Approval of Sandhill Regional Library System Agreement with Member Counties Sandhills Regional Library System Director Jesse Gibson presented for the Board's consideration the Sandhill Regional Library System agreement with member counties for the period July 1, 2022, through June 30, 2032, and noted changes from the former agreement. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to approve the resolution authorizing Moore County as a member of the Sandhill Regional Library System and the agreement entitled Sandhill Regional Library System Agreement with Member Counties for the period of July 1, 2022, through June 30, 2032, and authorize the Chair of the Moore County Board of Commissioners to sign the documents. The resolution and agreement are hereby incorporated as a part of these minutes by attachment as Appendix C.

Health – Request for Approval of Agreement for FY23 School Nurse Funding Initiative Interim Health Director Matt Garner presented for the Board's consideration the FY23 school nurse funding initiative agreement. Dr. Seth Powers, Executive Officer for Academic and Student Support Services for Moore County Schools, was also present. Commissioner Picerno inquired regarding the source of the \$50,000 in funds, their purpose, and what happened if they were not used. Mr. Garner shared that these were State funds and would have to be returned if not used. Commissioner Graham asked if \$50,000 covered a nurse's salary and benefits and Mr. Garner said yes, and training needs. Dr. Powers explained that the funds may be applied to different people from year to year. Commissioner Graham asked about part-time options to allow for more nursing staff and Dr. Powers said they did have one part-time and the goal would be to have a nurse in every school. Commissioner Picerno asked if the position was classified or certified staff and Dr. Powers said classified. Commissioner Picerno asked what would happen for that position if the salary scale were decompressed and Dr. Powers said it would hopefully help the position. Commissioner Picerno asked if the funds would cover it and Dr. Powers indicated they would find the funds. Commissioner Picerno asked if it was part of Fund 8 and Dr. Powers said yes. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 that Chairman Quis provide his signature for the contract agreement between the County of Moore and Moore County Schools in the provision of funds in the amount of \$50,000 to support one or more nationally certified school nurses (or registered nurses working toward certification) to provide school nursing services for the 2022-2023 school year.

Social Services – Request for Approval of Memorandum of Understanding with NC Department of Health and Human Services Social Services Director Tammy Schrenker presented a Memorandum of Understanding with the NC

Department of Health and Human Services for the Board's consideration. She said this was the third MOU the County was requested to sign. Commissioner Picerno inquired whether the County had ever not met the performance measures. Ms. Schrenker explained that it had not been an issue and the only challenge they had experienced was with special assistance as they had very few of those applications. Commissioner Picerno asked for confirmation that there had never been any financial impact to the taxpayers and Ms. Schrenker said that was correct. Upon motion made by Commissioner Ritter, seconded by Commissioner Picerno, the Board voted 4-0 to approve the MOU.

Tax – Request for Approval of Settlement Reports for 2021-2022 Tax Administrator Gary Briggs presented the tax settlement reports for FY22. Mr. Briggs shared that this year's was the highest collection rate ever achieved at 99.74% and that for over thirty years the collection rate had been over 99%, a State record. Mr. Briggs and the Board expressed thanks to the citizens, tax staff and

everyone involved in this success. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to accept the preliminary reports as required by N.C.G.S. 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2021-2022, to accept the minimal tax bill report for 2021-2022, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes. The referenced documents are hereby incorporated as a part of these minutes by attachment as Appendix D.

Tax – Request for Charge of 2022-2023 Tax Levy Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for the 2022-2023 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes. A copy of the order is hereby incorporated as a part of these minutes by attachment as Appendix E. **Planning – Request for Planning and Inspections Fee Schedule Change**

Planning Director Debra Ensminger presented for the Board's consideration a recommended change to the fee schedule for Planning and Inspections to be effective July 1, 2022. The subject penalty fee was intended to be included with the adopted budget. Discussion followed regarding the impact of the fee. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to approve the FY2022-2023 fee schedule change for FY2022-2023 for Planning and Inspections to be effective July 1, 2022. The amended fee schedule is hereby incorporated as a part of these minutes by attachment as Appendix F. **Legal – Request for Adoption of Resolution Requesting the NC General Assembly to Change the State's Allotment of Enhancement Teachers**

County Attorney Misty Leland reviewed a resolution the Board had tabled from its previous regular meeting in order to address some unanswered questions, which were now indicated to have been resolved. Commissioner Picerno offered comment and shared he had spoken directly with the Moore County Schools superintendent about it, who had indicated this recommended change could be most helpful to the Schools. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to adopt the resolution requesting the NC General Assembly to revise G.S. 115C-301(c2) entitled, Program Enhancement Teacher Allotment for K-5th grade, authorizing a K-8th grade allotment instead of through 5th grade, and have the Clerk send it to the school board, and ask that the superintendent send it to the NC Association of Superintendents, and to submit it to the NC Association of County Commissioners. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix G. **APPOINTMENTS Agricultural Advisory Board**

Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to reappoint Glenn Bradley, Tim McDonald, Doug Reagan, and Reid Whitaker to the Agricultural Advisory Board for three-year terms expiring July 31, 2025.

Board of Health

Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to appoint David Williams as an at-large member to the Moore County Board of Health for a three-year term commencing August 1, 2022, and expiring July 31, 2025.

Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 4-0 to appoint Abbagayle Wood to the Juvenile Crime Prevention Council for a two-year term expiring July 31, 2024.

Nursing and Adult Care Home Community Advisory Committee

Upon motion made by Commissioner Ritter, seconded by Commissioner Picerno, the Board voted 4-0 to reappoint Jeffrey Mercer, Madeline Mercer, Barbara Hainline, and Silva Porter-Deal to the Nursing and Adult Care Home Community Advisory Committee for three-year terms. COMMISSIONERS' COMMENTS

Commissioner Picerno inquired with County Attorney Misty Leland about whether a resolution adopted regarding abortion would have any legal effect that could put citizens at risk. Ms. Leland said it depended. Commissioner Picerno asked if they worked through her if they could put one together that would not jeopardize anyone, and Ms. Leland said yes. Commissioner Picerno discussed that the School Resource Officer issue was for the school board and said he wanted to make them aware there was State funding of up to \$25 million available for SROs. He also asked the County Manager to contact the Superintendent and find out if there was any ESSR funding.

Commissioner Picerno thanked the Tax Department, which he said was amazing. Commissioner Graham reiterated the appreciation to the Tax Department. She also thanked everyone who attended the meeting and invited to come back anytime.

ADJOURNMENT There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to adjourn the July 19, 2022, Regular Meeting of the Moore County Board of

Commissioners at 7:17pm.

Chairman

Francis R. Quis, Jr.,

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM:

DATE:

SUBJECT:

PRESENTER:

REQUEST:

Caroline L. Xiong, Finance Director

07/25/2022

Budget Amendments

Caroline L. Xiong

Agenda Item: Meeting Date: 08/02/2022

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

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

Department/ Amount Sources of Revenue Justification Journal

Fund

1. Public Safety \$1,000 2022 NC Tier II Grant Used to support hazardous materials 20007

increase emergency planning, training, and

related exercises

2. Public Safety \$24,300 Town of Southern Used to purchase equipment and 20008

increase Pines/Women's US Open supplies for the Women's US Open

3. Health \$177,925 Federal American Rescue 546 CD Pandemic Recovery Grant 20004

increase Plan Act (ARPA)

IMPLEMENTATION PLAN: NIA

FINANCIAL IMPACT STATEMENT: The overall effect is to increase/decrease the revenue and expenditures in the Multi-Year Grants Fund for \$178,925, Public Safety/EMS Fund for \$24,300 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

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

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2022/2023

Budget Line Item Number

Public Safety -2022 NC Tier II Grant

Revenue 24033010 36173 PS231 2022 LEPC Tier II

Expense 24021010 53942 PS231 2022 LEPC Tier II

Budgeted

Amount Increase/ Revised

(Decrease) Budget

1,000

1,000

1,000

1,000

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

20007

Budget Amendment Staff Report

Department: Public Safety

Increase or Decrease of Amount of Funding: Increase Revenue by \$1,000.00 in budget code 24033010-36173 PS 231 and increase Expenditure by \$1,000.00 in budget code 24021010-53942 PS 231

Source(s) of Funding: 2022 NC Tier II Grant

Justification (please be specific): Grant funding will be used to support hazardous materials emergency planning, training, and related exercises through Local Emergency Planning Committee (LEPC).

Revenue

Expense

Fiscal Year 2022/2023

Budget Line Item

Number

Public Safety -Town of Southern Pines/Women's US Open

20019000 32950 Appropriated Fund Balance

20048000 52601 Operating Supplies

Budgeted

Amount Increase/ Revised

281,500

(Decrease) Budget

24,300

24,300

24,300

305,800

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

20008

Budget Amendment Staff Report Department: Public Safety/EMS Increase or Decrease of Amount of Funding: Increase Revenue by \$24,300.00 in budget code 20019000-32950 and increase Expenditure by \$24,300.00 in budget code 20048000-52601. Re-appropriation from FY22 Fund Balance since funds were not received prior to June 30th,2022. Source(s) of Funding: Town of Southern Pines/Women's US Open Justification {please be specific): The funds will be utilized for EMS to purchase equipment and supplies utilized for the Women's US Open held May 30th -June 5th, 2022.

Fiscal Year 2022/2023

Budget Line Item

Number

Health -Federal American Rescue Plan Act (ARPA)

Revenue 24032071 36722 546 CD Pandemic Recovery Grant

Expense 24039071 54148 546 CD Pandemic Recovery Grant

Budgeted

Amount Increase/ Revised

177,925

177,925

(Decrease) Budget

177,925

177,925

355,850

355,850

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

laura Williams

Clerk to the Board

20004

Budget Amendment Staff Report Department: Health Increase or Decrease of Amount of Funding Increase Revenue 24032071-36722 Communicable Disease Pandemic Recovery Grant \$177,925 Increase Expense 24039071-54148 Communicable Disease Pandemic Recovery Grant \$177,925 Source(s) of Funding; The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. All funds made available through Activity 546 Communicable Disease Pandemic Recovery Grant are to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date There is a FY22 carryforward amount of \$177,925 to FY23 that shows in the County of Moore ERP System (Munis) for this grant. NCDHHS awarded an additional \$177,925 on the FY23 Addendum Agreement for a total FY23 grant amount of \$355,850. Justification (Be specific): The Activity 546 General Communicable Disease Pandemic Recovery grant is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases. To ensure the community's health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic. To ensure the effective delivery of these services, recommended LHD activities include: 1. Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order to increase the number of full-time equivalent employees. 2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases. 3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis. 4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities. 5. Engaging community partners by referring clients to relevant and applicable resources. 6. Engaging community partners by developing and disseminating educational resources. 7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

Agenda Item: Meeting Date:

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Terri Prots, Aging Services Director DATE: July 26, 2022 SUBJECT: MOU between Aging and MCTS

PRESENTER: Terri Prots, Aging Services Director REQUEST:

Approve MOU between Aging and MCTS for transportation services in FY 23.

BACKGROUND: MCTS and Aging have a long history of working together to provide transportation services to Moore

County residents aged 60 and over.

FINANCIAL IMPACT: A Not to Exceed Amount of \$240,000 has been requested with a rate of \$1.90 per mile.

IMPLEMENTATION PLAN: A seamless transition to services began Friday, July 1, 2022. RECOMMENDATION

SUMMARY:

Approve MOU between Aging and MCTS for transportation services in FY 23.

ATTACHMENTS: MOU

STATE OF NORTH CAROLINA
COUNTY OF MOORE
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into the 1st day of July, 2022, between the Moore County Department of Aging ("AGING") and Moore County Transportation Services ("MCTS").

WITNESSETH: WHEREAS, AGING receives grants and local funds to pay for transportation services for AGING's clients; and WHEREAS, MCTS provides transportation services within the County of Moore and the surrounding areas.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand and agree as follows:

1. AGING will utilize MCTS as the primary transportation vendor for transportation of AGING's clients.
2. AGING will comply with MCTS policies and procedures for scheduling and cancelling trips.
3. AGING will pay MCTS at the rate of \$1.90 per mile not to exceed \$240,000.00. 4. In the event that a scheduled client is a No-Show, AGING will be charged the client's pro rata share for the scheduled trip. The definition of a No-Show is a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and MCTS was not notified 24 hours prior to the requested appointment time. 5. AGING will be responsible to review invoices and notify MCTS of any discrepancies within ten (10) days of the date of each monthly invoice. After ten (10) days, if no discrepancies are reported to MCTS, all charges will be deemed accurate and will be the responsibility of AGING.
6. AGING will remit payment to MCTS for transportation services within fifteen (15) days of the date of each monthly invoice.
7. MCTS will ensure that all drivers are of legal age and licensed to operate the specific vehicle used in transporting clients.

8. MCTS will ensure that all vehicles transporting clients will have at least the minimum level of liability insurance appropriate for the type of vehicle.

9. MCTS will be compliant with and adhere to all applicable Federal and State laws.

10. MCTS will invoice AGING monthly for services rendered.

11. The term will be from July 1, 2022, through June 30, 2023. 12. This Memorandum of Understanding is subject to the availability of funds.

13. This Memorandum of Understanding may be terminated by either party upon thirty (30) days' written notice to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

Aging Services Director Moore County Transportation Director _____ Terri Prots Sonia Biggs
R. Quis, Jr., Chairman Board of Commissioners Attest:

Laura M. Williams Clerk to the Board

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

Agenda Item: _____ Meeting Date: 8/2/2022

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS FROM: Rachel Patterson, GIS DATE: August 2, 2022 SUBJECT: Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance PRESENTER: Rachel Patterson REQUEST:

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, August 16, 2022, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add six (6) roads to the ordinance. BACKGROUND: On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore. Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The roads listed here are for initial naming and are privately maintained; LIGHTERKNOT LN (P4260), WATERY BRANCH DR (P4259), KENT CT (P4261), KRAMER CT (P4262), NELSON WAY (P4263), AND ROSE DALE CT (P4264). IMPLEMENTATION PLAN: Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along the road. FINANCIAL IMPACT STATEMENT: Not Applicable. RECOMMENDATION SUMMARY: Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for August 16, 2022, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add six (6) roads to the ordinance. SUPPORTING ATTACHMENTS Road Name and Addressing Ordinance Color Maps Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE ADOPTED JULY 10, 1989 AND AS SUBSEQUENTLY AMENDED RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED: ADD: LIGHTERKNOT LN (P4260)Located off NC 73 Hwy on the western side of road approximately 0.25 miles north of Omni Dr (P0876).

WATERY BRANCH DR (P4259).....Located off McLauchlin Rd (SR 2014) on the western side of road approximately 0.28 miles south of the intersection of Woodlake Blvd.

HOLLYCREST SUBDIVISION: Located off Linden Rd (SR 1115) on the eastern side across the street from Cotswold

Subdivision (Chipping Campden Way). Located within the Village of Pinehurst's ETJ.

KENT CT (P4261)

KRAMER CT (P4262)

NELSON WAY (P4263)

ROSE DALE CT (P4264)

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption. Adopted this 16th day of August 2022.

Francis R Quis, Jr., Chairman Moore County Board of Commissioners
Laura Williams, Clerk to the Board Moore County Board of Commissioners

TABLE OF CONTENTS MOORE COUNTY ORDINANCE UPDATE – August 2022 –
NEW/CHANGED/REMOVED ROAD NAME MAP NUMBER

WATERY BRANCH DR 1

LIGHTERKNOT LN 2

KENT CT 3

KRAMER CT 3

NELSON WAY 3

ROSE DALE CT 3

WateryBranchDrMCLAUCHLIN RD (SR 2014)/

Source:

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Map Prepared By Moore County GIS Department Date: 7/7/2022

Moore County GIS Disclaimer All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

Moore County Ordinance Update - Map 1

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

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NMORGANWOOD DR (P0455)NC 73 HWY (NC 73)LONGLEAF DR (P3139)MORGANWOOD DR (P0455)/

Source:

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

Map Prepared By Moore County GIS DepartmentDate: 7/7/2022

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Moore County Ordinance Update - Map 2

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

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)PINE CT (C-PH-0444)LINDEN RD (SR 1115)BUR PL (C-PH-0070)HOLLYCREST DR

(P0730

)LINDEN RD (SR 1115)LINDEN RD (SR 1115)/

Source:

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

Map Prepared By Moore County GIS DepartmentDate: 7/7/2022

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Moore County Ordinance Update - Map 3

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, August 16, 2022, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following: An amendment to the Moore County Road Name and Addressing Ordinance to add six (6) roads to the Ordinance, which are Lighterknot Ln, Watery Branch Dr, Kent Ct, Nelson Way, Kramer Ct, and Rose Dale Ct. Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 707 Pinehurst Ave, Carthage, NC 28327, during normal business hours.

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

Call To – US Highway 15-501 – Conditional Rezoning – Staff Report

Agenda Item: ____ Meeting Date: August 2, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning Director
DATE: July 8, 2022 SUBJECT: Conditional Rezoning Request: Residential and Agricultural-40 (RA- 40) & Highway Commercial (B-2) to Highway Commercial

Conditional Zoning (B-2/CZ) – US 15-501 Highway PRESENTER: Debra Ensminger

REQUEST

Jeff Tucker, Vice-President of JT & JR, Inc., is requesting a Conditional Rezoning from Residential and Agricultural-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. BACKGROUND

The entire parent property is vacant and timberlands. Adjacent properties include a single family dwelling, vacant property and/or timberlands, and a landscaping business. The parcels are located within the Urban Transition Highway Corridor Overlay District. While the parcels do have some freshwater forested/shrub and riverine wetlands, none are located

within the rezoning area. The rezoning area is within a half-mile of a Voluntary Agricultural

District. One parcel is also within the AE – 1% (100-year) Flood Zone, however the rezoning area is located approximately 200'+/- from the closest boundary. This request was originally brought before the Planning Board on January 6, 2022 and

forwarded to the Board of Commissioners for their February 15, 2022 meeting. The case was then continued until the March 15, 2022 meeting due to the revelation that there was a septic easement that impacted the proposed site specific development plan. Due to the developer needing more acreage rezoned than was originally requested, the initial request was withdrawn on April 19, 2022 and resubmitted as a new request.

IMPLEMENTATION PLAN Call for a Public Hearing on August 16, 2022, at 5:30 p.m. FINANCIAL IMPACT STATEMENT

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

Call To – US Highway 15-501 – Conditional Rezoning – Staff Report

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 7, 2022, and unanimously recommended approval of the rezoning request (7-0). RECOMMENDATION SUMMARY Make a motion to call for a Public Hearing on August 16, 2022, at 5:30 p.m. for a Conditional Rezoning from Residential and Agricultural-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.

SUPPORTING ATTACHMENTS

- Land Use Map
- Zoning Map
- Municipal Zoning Map
- Site Specific Development Plan

Shaded area requested
to be rezoned to B-2/CZ

Single Family Dwelling

Woodland

Landscaping Business

Single Family

Residential US 15-501 Land Use Map

Shaded area requested

to be rezoned to B-2/CZ

OP

RS-3R5US 15-501Municipal Zoning Map

VILLAGE OF PINEHURST

SOUTHERN PINES

RA-40

RA-40

B-2

RA-20

RA-2

RA-5

Shaded area requested to be rezoned to B-2/CZ

US 15-501 Zoning Map

N14°51'28"E 518.71'606' OF PROJECT FRONTAGE1"EIPFLUSH1"EIPFLUSH1"EIP0.4'BGN73°31'24

.76

"E76.50

'S14°47'50.02"W609.83'S14°55'36.47"W518.57'N59°11'59.97"E155.63'N73°36'35

.97

"E84.95

'N79°31'08.20"E224.05'EIR 0.50"0.2' AGEIP 2"FLUSHEIP 0.75"0.4'

AGS89°35'28.96"W256.95'N2°53'05.00"E30.28'N1°00'10.74"W1381.88'S14°49'48.59"W486.10'S81°33'12.03"E117.

35'N88°38'32.89"E68.45'N75°11'07.69"W395.22'N4°29'36.04"W119.10'ASPHALT PAVINGMoore County, North

CarolinaJT & JR, LLCCOMMERCIAL

BUILDINGDATE:DESIGNED:DRAWN:CHECKED:NO.BYDATESYM.DESCRPTIONREVISIONS140 Aqua Shed
CourtSurveyingLicense No. P-1095Landscape ArchitectureEngineeringO: 910.420.1437F: 910.637.0096Aberdeen,

NC 28315lkceengineering.comLKC Engineering, pllcLSUS 15-501 HWY75' BUILDING SETBACK50' PARKING

SETBACK & LANDSCAPE BUFFER50' SIDE SETBACKPOND30' REAR SETBACKLEARDBUILDING80 x

15012,000 SF(w/ 6,000 SF OFFICE & RETAIL)FUTUREADDITION80 x 907,200 SF RETAILFUTURE

PARKINGGRAVEL PAVINGPARKING23 SPACESEXISTING DRIVEWAYFENCEFENCEL-01CONCEPTUALSITE

PLAN6-15-2022SCALE: 1" =60'-0"NORTH1L -01SCALE: 1" = 30' - 0"SITE PLANJOYCE SWINNIE

JACKSONID#:00020520ZONED: RA-40ZONED: B-2ZONED: RA-40ZONED: RA-

40MACAC,LLCID#:00022728ZONED: OP (PINEHURST)TOMMY'S RENTAL, INCID#:00022802ZONED: R5

(PINEHURST)BELINDA BROWNIID#:00015466ZONED: R5 (PINEHURST)CYNTHIA MARIE BROWN

(HRS)ID#:00015463ZONED: R5 (PINEHURST)TOWN OF SOUTHERN PINESID#:20010370ZONED: R3-3 (SO.

PINES)JAMES F & SHAWN M SAZAMAID#:00026483ZONED: B-2JAMES F & SHAWN M

SAZAMAID#:00026482ZONED: B-2RICHARD D WILLIAMSID#:00030327ZONED: RA-20J C MORRISON

(HRS)ID#:00023662ZONED: RA-2WILLIAM C RUSSELIID#:00030328ZONED: RA-20TOMMY'S RENTAL,

INCID#:00021713ZONED: R5 (PINEHURST)ZONED: R5ZONED: R5MOORE COUNTY ZONINGVILLAGE OF

PINEHURST ZONINGDIMENSIONAL STANDARDS (5.1)AREA: 10,000sf MINIMUMLOT WIDTH: 75' MINIMUMLOT

FRONTAGE: 100' MINIMUMPRINCIPAL BUILDING SETBACKS: FRONT - 50'

SIDE - NONE

SIDE CORNER - 25'

REAR -

25'ACCESSORY BUILDING SETBACKS: FRONT -50'

SIDE - 15'

SIDE CORNER - 20'

REAR - 20'HIGHWAY CORRIDOR STANDARDS

(7.8)URBAN TRANSITION HIGHWAY CORRIDOR OVERLAY DISTRICTDEPTH: 400' FROM R-O-

WCONDITIONAL ZONING USE: CONTRACTOR'S STORAGE YARD & OFFICESTORMWATER MANAGEMENT:

25 YEAR, 24 HOUR DESIGN STORM

STORMWATER CONTROL MEASURES

PER

NCDEQ STORMWATER DESIGN MANUALBUILDING SETBACKS: FROM

RESIDENTIAL DISTRICTS - 50'

FROM NON-RESIDENTIAL DISTRICTS - 25'BUILDING

HEIGHT: 35' MAXIMUMPARKING SETBACKS: FROM R-O-W: 50'PAVING SURFACE: ASPHALT - PARKING AND

DRIVEWAYS

GRAVEL - STORAGE YARDCURBING: WHEELSTOPSSERVICE AREAS

SCREENING: TYPE 1 OR TYPE 2DRIVEWAYS: 2 PER LOT MAXIMUM, 30' APART MINIMUMVEHICLE USE

SCREENING: PERIMETER; 1 TREE/ 30 lf & 1 SHRUB/ 3 lf OF FRONTAGE

INTERIOR; 2 TREES & 4 SHRUBS PER10 SPACESPARKING DIMENSIONS &CALCULATIONSSIZE: 9' WIDE x

18 FEET DEEP MINIMUMSBACK-UP AISLE: 20' MINIMUMREQUIRED SPACES: 1 PER EMPLOYEE AND 1/300sf

OFFICE SPACEEMPLOYEES: 3 = 3 SPACES REQUIRED6000sf OFFICE / 300 = 20 SPACE REQUIREDTOTAL

SPACES REQUIRED: 23TOTAL SPACES PROVIDED: 23 (22 STANDARD AND 1 HANDICAP)WATERSHED

REQUIREMENTSWATERSHED: WS-III-BW NICKS CREEKMAXIMUM IMPERVIOUS: 24 % (70% W/ SNIA)LOT

SIZE: 16.49 ACRES TOTAL (718,391sf)ALLOWABLE IMPERVIOUS SURFACE: 16.46ac. x 0.24 = 3.95 acs

(172,393sf)PROPOSED IMPERVIOUS SURFACE (INCLUDES FUTURE): 2.07 acs. (90,000sf, 12.55%)SPECIAL
 USE STANDARDS (8.96)CONTRACTOR'S STORAGE YARD & OFFICE1. ALL STORAGE BUILDINGS AND
 OUTDOOR STORAGE AREAS SHALL BELOCATED A MINIMUM 50 FEET FROM ANY RESIDENTIALLY ZONED
 PROPERTYLINE2. 1 PARKING SPACE PER EMPLOYEE AND 1 SPACE PER 300sf OF OFFICE
 SPACELANDSCAPE CALCULATIONS1. 606' OF ROAD FRONTAGE OF PROJECT AREA TREES
 REQUIRED: $18 \text{ PER } 100 \text{ If } = 6.06 \times 18 = 109$ TREES REQUIRED
 109 TREES PROVIDED SHRUBS REQUIRED: $25 \text{ PER } 100 \text{ If } = 6.06 \times 25 = 152$ SHRUBS REQUIRED
 152 SHRUBS PROVIDED2. VEHICLE USE AREA PERIMETER: 292 If TOTAL FRONTAGE TREES
 REQUIRED: $1 \text{ PER } 30 \text{ If } = 292 / 30 = 10$ TREES REQUIRED
 10 TREES PROVIDED SHRUBS REQUIRED: $1 \text{ PER } 3 \text{ If } = 292 / 3 = 98$ SHRUBS REQUIRED
 98 SHRUBS PROVIDED3. SCREENING WITHIN V.U.A.: 47 PARKING SPACES (INCLUDES FUTURE) 2
 TREES PER 10 SPACES = $2 \times 4.7 = 10$ TREES REQUIRED 10
 TREES PROVIDED 4 SHRUBS PER 10 SPACES = $2 \times 4.7 = 19$ SHRUBS REQUIRED
 19 SHRUBS PROVIDED4. SERVICE AREA SCREENING: TYPE 2 SCREEN = SINGLE ROW OF SHRUBS TOBE
 10' HIGH AT 5 YEARS AFTER PLANTING.NOTES1. SITE LIGHTING SHALL COMPLY WITH HIGHWAY
 CORRIDOR OVERLAYDISTRICT (SECTION 7.8.Q) FOR ALL PROPOSED LIGHTING.2. BUILDING SHALL
 CONFORM TO ALL HIGHWAY CORRIDOR OVERLAY DISTRICTBUILDING STANDARDS (SECTION 7.8.I).3.
 PROPOSED FENCE TO BE 6' HIGH, VINYL COATED.4. ALL PARKING TO HAVE WHEELSTOPS.PROPOSED
 STORMWATER PONDSize TO BE DETERMINED PER NCDEQSTORMWATER DESIGN
 MANUAL.GATEGATELANDSCAPING SHOWN IS REPRESENTATIVEOF REQUIRED LANDSCAPING
 FROMLANDSCAPE CALCULATIONS. EXACT PLANTSPECIES TO BE DETERMINED WITH
 FUTURESUBMITTALS.FUTURE COVERED SHELTER20 x 12010' SIDE SETBACK400' URBAN TRANSITION
 HIGHWAY CORRIDOR(REZONE FROM RA-40 TO B-2)100 YEAR FLOODPLANEZONE AETypes 2
 SCREENSTORAGEYARDEXISTING ZONING TO REMAINREZONING LIMITS OF B-2 CD ZONINGREZONED
 PORTIONPROPOSED ZONING: B-2 CDAREA: 4.96 AC. (216,021sf) (PREVIOUSLY 4.76 AC.)REZONED
 PORTIONOF PROPERTYASPHALT PAVINGNEWSEPTICAREAJACKSON'SSEPTICAREAEEXISTING
 SEPTICLEACH LINES20' REAR SETBACK25' REAR SETBACK50' SIDE SETBACKB-2 ZONINGRA-40 ZONINGB-
 2 ZONINGRA-40 ZONINGRA-40 ZONINGR5 ZONING

Call To – NC Highway 22 – Conditional Rezoning – Staff Report

Agenda Item: ____ Meeting Date: August 2, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning Director
DATE: July 8, 2022 SUBJECT: Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – NC 22 Highway.

PRESENTER: Debra Ensminger REQUEST

Cellco Partnership d/b/a Verizon Wireless is requesting a 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.

BACKGROUND The property is currently used for a single-family dwelling. Adjacent properties include single-family dwellings, timberlands and agricultural uses.

While the parcel does have some riverine wetlands, none are located within the rezoning area. The parcel is within the High-Quality Watershed area but is disturbing less than an acre. IMPLEMENTATION PLAN

Call for a Public Hearing on August 16, 2022, at 5:30 p.m. FINANCIAL IMPACT STATEMENT No financial impact to the County's FY 2022-2023 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on July 7, 2022, and unanimously recommended approval of the rezoning request (7-0).

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on August 16, 2022, at 5:30 p.m. for a 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.

Call To – NC Highway 22 – Conditional Rezoning – Staff Report

SUPPORTING ATTACHMENTS

- Land Use Map
- Zoning Map
- Site Specific Development Plan

NC 22GEORG

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KIDD

WILSON

CHEEKBERNARD PURV

IS

CARLYLE

CEDAR CREEK

Land Use Map

Shaded area to be rezoned RA-CZ

Single Family

Single FamilyWooded &/Or Farmland

Zoning Map

Shaded area to berezoned RA-CZ

RA

B-1

RA-40

SURVEYOR'S CERTIFICATION:

I, Neal H. O'Connor, Jr., do hereby certify that this map was drawn under my supervision from an actual GPS/conventional field survey made under my supervision, and accurately depicts the locations of this site as surveyed in the field and is not intended to represent a Boundary Survey of the Property or Properties shown hereon. This survey is not for Recordation purposes.

Neal H. O'Connor, Jr. Date NCPLS # L-4005

Creatively Inspired - Technically Executed

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THEN NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

COPYRIGHT 2021

DRAWING ALTERATION

SUMMIT

DESIGN AND ENGINEERING

PREPARED FOR REVISIONS

No. DATE DESCRIPTION BY CHK APP

1 inch = ft.

GRAPHIC SCALE

(IN FEET)

0

POSITIONAL ACCURACY:

Class of Survey: Class "A" Positional Accuracy: <0.10' GPS Procedure: NCGS Network RTK using a Trimble SPS985 GPS Rover with TSC3 Controller Datum/Epoch: NAD83 (NSRS2011) / NAVD 88 Public/Fixed Control: NC VRS Network Geoid Model: Geoid18 (CONUS) Combined Grid Factor: 0.99988238 Units: US Survey Feet Date of Survey: September 2nd, 2021

= Grass

= Brick Walkway

= Wall

= Parcel Line = Fence Line = Curb & Gutter

LINE TYPE LEGEND

HATCH LEGEND

= Concrete

= Fiber Optic Line FO

= Right of Way Line = Overhead Electric Power Line = Branch Line (Property)

SPECIFIC PURPOSE

SURVEY

TOWER LESSEE PREMISES SITE SHEET 1 OF 3

(Not Valid without all Sheets)

AP = Antenna Pole

CB = Catch Basin CO = Sanitary Sewer Cleanout DB = Deed Book DI = Drop Inlet FH = Fire Hydrant

FO = Fiber Optic GV = Gas Valve GW = Guy Wire HH = Handhole IPF = Iron Pipe Found IRF = Iron Rebar Found (#4 rebar) LP = Light Pole MB = Miscellaneous Book MON = 4"X4" Concrete R/W Monument PC = Plat Cabinet PG =

PagePKF = PK Nail FoundPOB = Point of BeginningPOC = Point of Commencement

R/W = Right-of-WayTBM = Temporary BenchmarkTP = Telephone PedestalUP = Utility PoleWM = Water MeterWV = Water Valve

SPECIFIC PURPOSE SURVEY:

GENERAL NOTES

1. This Specific Purpose Survey is for the Lessee Premises and Easements Only. This Specific Purpose Survey was prepared for the exclusive use of Verizon Wireless and exclusively for the transfer of the Lessee Premises and the Rights of Easements shown hereon and shall not be used as an exhibit or evidence in the fee simple transfer of the Parent Parcel nor any portion or portions thereof. Boundary information shown hereon has been compiled from tax maps and deed descriptions only. No boundary survey of the Parent Parcel was performed.

2. This drawing does not represent a boundary survey. 3. The Specific Purpose Survey was prepared without benefit of a title report which may reveal additional conveyances, easements,

or rights-of-way not shown hereon. 4. Survey equipment used for angular & linear measurements: Trimble S5 Robotic Total Station. 5. The 1' contours and spot elevations shown on the Specific Purpose Survey are adjusted to NAVD 88 Datum (computed using GEOID 18) and have a vertical accuracy of +/- 0.5'. Contours outside the immediate site area are approximate.

6. Bearings shown on this Specific Purpose Survey are based on Grid North (NAD83). 7. Per FEMA Floodplain Maps, this site is located in an area designated as Zone X (Areas of Minimal Flood Hazard). Community Panel #: 8642 FIRM Map #: 3710864200J Dated October 17, 2006. 8. No wetland areas have been investigated by this Specific Purpose Survey. 9. All zoning information should be verified with Moore County Zoning Officials. 10. Any underground utilities shown have been located from

above ground field survey information. The Surveyor makes no guarantees that any underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that any underground utilities shown are in the exact location indicated although they are located as accurately as possible from information available. The Surveyor has not physically located and underground utilities.

PARENT PARCEL:

Owner: Carolyn K. & Chesley L. Rimmer

Site Address:

424 NC Highway 22 Bennett NC 27208 Parcel ID:

864300099495 Area: 70.2 Acres Zoning: RA (Rural/Agricultural)

References: DB 5180 pgs. 166-168 PC 15 slide 822

License: # P-0339320 Executive Court Hillsborough, NC 27278 Voice: (919) 732-3883 Fax: (919) 732-6676 www.summitde.net

= Lessee & 30' Easement Line

OE

POB: Easement

POB: Lessee Premises

(tie) N 06° 35' 06" W 247.98'

LEGEND

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Property Line

George_RD

NC HIGHWAY 22BENNETT, NC 27208MOORE COUNTYDATE OF SURVEY: SEPTEMBER 2nd, 2021 NC

Highway 22(100' Public R/W perPC 15 Slide 822)

30' LESSEE NON-EXCLUSIVEACCESS, FIBER & UTILITYEASEMENT(See Sheet 2 for Details)

LESSEEPREMISES(See Sheet 2 for Details)

Parent ParcelCarolyn K. & Chelsey L. RimmerParcel ID: 864300099495DB 5180 pgs. 166-168PC 15 Slide 88270.20
Ac.

Property Line Property LineProperty Line

Property Line

Property Line Property LineCreek the LinePOCIRF #4 rebar foundN: 639,643.9630'E: 1,842,594.3040'

N/FDarrell PowersParcel ID: 864300185633DB 415 pg. 27456.17 Ac.

N/FRonald GarnerParcel ID: 863300983674DB 37 pg. 21213.58 Ac.

N/FVickie Kay InguantiParcel ID: 864300391839DB 2015E pg. 3659.47 Ac.

N/FSelena B. BarbeeParcel ID: 864300103342DB 3211 pg. 59935.63 Ac.

N/FWendell KiddParcel ID: 863400808652DB 462 pg. 81120.06 Ac.

N/FSelena L. BradyParcel ID: 864400000097DB 3075 pg. 15010.46 Ac.

Kidd Roa

d

N/FVickie Kay InguantiParcel ID: 864300390544DB 5173 pg. 2943.19 Ac.

Carlyle Road

N/FLaura E. CameronParcel ID: 864400300413DB 5401 pg. 2226.22 Ac.Creek

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October 5th, 2021

October 5th, 2021

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OEOEN83°32'46"E 245.26'

S83°32'46"W 243.60'

N76°58'22"E

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N78°42'12"E 100
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S78°42'12"W 10
0
.
0
0
'N11°17'48"W
100
.00
,
L1
L2L3L4
L5
L6L7
L8
L9
L10L11
L12L13 L14L15
L16L17 L18
L19 L20
L21
L22
L23
LINE TABLE
LINE #
L1
L2
L3
L4
L5
L6
L7
L8
DIRECTION
S52°46'44"W
S33°08'03"W
S46°57'56"W
S73°13'00"W

S69°28'27"W
S75°39'01"W
N90°00'00"W
S44°16'56"W

LENGTH

52.78'
37.95'
70.71'
93.23'
47.25'
58.92'
46.41'
55.28'

LINE TABLE

LINE #

L9
L10
L11
L12
L13
L14
L15
L16

DIRECTION

S48°54'02"W
S33°07'34"W
S64°40'53"W
N11°17'48"W
N64°40'53"E
N33°07'34"E
N48°54'02"E
N44°16'56"E

LENGTH

62.31'
30.29'
58.47'
30.00'
52.99'
25.96'
65.26'
66.72'

LINE TABLE

LINE #

L17
L18

L19

L20

L21

L22

L23

L24

DIRECTION

N90°00'00"E

N75°39'01"E

N69°28'27"E

N73°09'34"E

N46°58'06"E

N33°08'03"E

N52°46'44"E

S06°35'06"E

LENGTH

55.28'

53.53'

45.17'

88.64'

60.07'

39.52'

64.41'

30.00'

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DRAWING ALTERATION

SUMMITC

DESIGN AND ENGINEERING

PREPARED FOR REVISIONS

No. DATE DESCRIPTION BY CHK APP

SPECIFIC PURPOSE

SURVEY

TOWER LESSEE PREMISES SITE SHEET 2 OF 3

(Not Valid without all Sheets)

SPECIFIC PURPOSE SURVEY:

License: # P-0339320 Executive Court Hillsborough, NC 27278 Voice: (919) 732-3883 Fax: (919) 732-6676 www.summitde.net

AP = Antenna Pole CB = Catch Basin CPP = Corrugated Plastic Pipe DB = Deed Book DI = Drop Inlet FH = Fire Hydrant

FO = Fiber Optic GV = Gas Valve GW = Guy Wire HH = Handhole IPF = Iron Pipe Found IRF = Iron Rebar Found (#4

rebar)LP = Light PoleMB = Miscellaneous BookMON = 4"X4" Concrete R/W MonumentPB = Plat BookPG =

PagePKF = PK Nail Found

POB = Point of BeginningPOC = Point of Commencement

R/W = Right-of-WayTBM = Temporary BenchmarkTP = Telephone PedestalUP = Utility PoleWM = Water MeterWV = Water Valve

POB:LesseePremises

LESSEE PREMISES(Rights to be acquired)

30' LESSEENON-EXCLUSIVEACCESS, FIBER& UTILITYEASEMENT

1 inch = ft.

GRAPHIC SCALE

(IN FEET)

100

POB:Easement

= Fence Line=Curb & Gutter

LINETYPE LEGEND

= Fiber Optic LineFO

= Water LineW

= Overhead Electric Power Line

= Underground Electric LineUE

= Calculated Point= Edge of Wood Line

= Temporay Construction Esmt.= Fence Line=Curb & Gutter= Fiber Optic LineFO

= Water LineW

= Overhead Electric Power Line

= Underground Electric LineUE

= Calculated Point= Edge of Wood Line

= Lessee & 30' Easement Line= Right of Way Line

= Parcel Line

OE

POCIRF #4 rebar foundN: 639,643.9630'E: 1,842,594.3040'

15" RCP

LEGEND

Gravel drive

Property Line

fence

TBMTop of 1/2" RebarElevation: 419.05'

5' WIDE TEMPORARY CONSTRUCTIONEASEMENT ALONG LESSEE PREMISESAND 30' LESSEE NON-EXCLUSIVEACCESS, FIBER & UTILITY EASEMENT,AS SHOWN

SITE INFORMATION:

Lessee Premises:10,000 Square Feet (0.230 Acres)

Latitude at center of Premises:

N 35° 30' 20.7068"(NAD83)(35.505752)Longitude at center of Premises:W 79° 31' 56.122"(NAD83)(-79.532256)

Elevation at center of Premises:411.85' A.M.S.L.

Shed

Property LineUP

UP

UP

UP

House

Concrete

(tie)N 06° 35' 06" W 247.98' NC 22 HWY(100' Pub

lic R/W perPC 15 Slide 822)

Parent ParcelCarolyn K. & Chelsey L. RimmerParcel ID: 864300099495DB 5180 pgs. 166-168PC 15 Slide 88270.20
Ac.

N/FDarrell PowersParcel ID: 8643-00-18-5633DB 415 pg. 27456.17 Ac.

N/FVickie Kay InguantiParcel ID: 864300391839DB 2015E pg. 3659.47 Ac.

N/FVickie Kay InguantiParcel ID: 864300390544DB 5173 pg. 2943.19 Ac.

UP

UP

GW

MON

FO-UGmarker

George_RD

NC HIGHWAY 22BENNETT, NC 27208MOORE COUNTYDATE OF SURVEY: SEPTEMBER 2nd, 2021

5' WIDE TEMPORARY CONSTRUCTION EASEMENT ALONG LESSEE PREMISES AND 30' LESSEE NON-
EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT, AS SHOWN

5' WIDE TEMPORARY CONSTRUCTION EASEMENT ALONG LESSEE PREMISES AND 30' LESSEE NON-
EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT, AS SHOWN

Parent ParcelCarolyn K. & Chelsey L. RimmerParcel ID: 864300099495DB 5180 pgs. 166-168PC 15 Slide 88270.20
Ac.

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Ac.

Creatively Inspired - Technically Executed

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DESIGN AND ENGINEERING

PREPARED FOR REVISIONS

No. DATE DESCRIPTION BY CHK APP

SPECIFIC PURPOSE

SURVEY

TOWER LESSEE PREMISES SITE SHEET 3 OF 3

(Not Valid without all Sheets)

SPECIFIC PURPOSE SURVEY:

License: # P-0339320 Executive Court Hillsborough, NC 27278 Voice: (919) 732-3883 Fax: (919) 732-6676 www.summitde.net

TITLE EXCEPTIONS:

LESSEE PREMISES

PARENT PARCEL

30' LESSEE NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT

LESSEE PREMISES AND 30' LESSEE NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT 5 FOOT WIDE

TEMPORARY CONSTRUCTION EASEMENT, VERIZON WIRELESS

George_RD

NC HIGHWAY 22 BENNETT, NC 27208 MOORE COUNTY DATE OF SURVEY: SEPTEMBER 2nd, 2021

SITE INFORMATION:

Lessee Premises: 10,000 Square Feet (0.230 Acres)

Latitude at center of Premises: N 35° 30' 20.7068" (NAD83) (35.505752) Longitude at center of Premises: W 79° 31' 56.122" (NAD83) (-79.532256)

Elevation at center of Premises: 411.85' A.M.S.L.

2022 Urgent Repair Program

Agenda Item: _____

Meeting Date:

August 2, 2022 MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning Director

DATE: July 11, 2022 SUBJECT: 2022 Urgent Repair Program and associated documents.

PRESENTER: Debra Ensminger REQUEST: This is a request to accept \$132,000.00 through the 2022 Urgent Repair Program, approve and adopt the Post Approval Documentation, Procurement Policy, Assistance Policy, Budget Amendment, and any other subsequent documents. BACKGROUND: On February 15, 2022, the Board of Commissioners approved an application submittal to the North Carolina Housing Finance Agency for funding through the 2022 Urgent Repair Program. The County has been conditionally approved for a set aside amount not to exceed \$132,000.00. The Urgent Repair Program operates on an annual cycle with a focus on critical repairs for health and safety modifications of income qualified and owner-occupied homes with special needs. Moore County previously participated in the 2010, 2012, 2013, 2015, 2016, 2017, 2018, 2019, 2020 and currently participating in the 2021

program. Grant requirements include a "Post Approval Documentation" packet consisting of a Procurement Policy, Assistance Policy, and Budget Amendment. The required documents have been reviewed and approved by the County Attorney's Office. IMPLEMENTATION PLAN: All required documents will be forwarded to the North Carolina Housing Finance Agency and guidelines will be met as set forth in the programs Assistance Policy. FINANCIAL IMPACT STATEMENT: No financial impact to the County's FY 2022 2023 budget

STAFF RECOMMENDATION: This action will require four (4) separate motions: 1) Make a motion to accept the \$132,000.00 - 2022 Urgent Repair Program offered to Moore County through the North Carolina Housing Finance Agency as presented.

2) Make a motion to approve, adopt and allow the Chairman to execute Post Approval Documentation, Procurement Policy, Assistance Policy, and all associated documents related to the implementation of the 2022 Urgent Repair Program as presented. 3) Make a motion to approve Budget Amendment as presented. 4) Make a motion to allow the County Manager to sign funding agreement once received by the North Carolina Housing Finance Agency and any subsequent documents received.

2022 Urgent Repair Program

SUPPORTING ATTACHMENTS: Post Approval Documentation, Assistance Policy, Procurement & Disbursement
Policy, Budget Amendment

Moore County Assistance Policy

For the 2022 Cycle of the Urgent Repair Program

What is the Urgent Repair Program? The County of Moore has been awarded \$132,000

by the North Carolina Housing Finance Agency ("NCHFA") under the 2022 cycle of the Urgent Repair Program ("URP22"). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other

repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP22. This Assistance Policy describes who is eligible to apply for assistance under URP22, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP22 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility To be eligible for assistance under URP22 applicants: 1) must reside within the county limits of Moore and own and occupy the home in

need of repair or have life estate rights; and must be current on all property taxes

with no outstanding taxes owed 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below) 3) must have a special need (i.e. be elderly, > 62 years old, handicapped or

disabled, a single parent with a dependent living at home, a Veteran, a large

family with >5 household members or a household with a child below the age of six with lead hazards in the home).

4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs

URP22 Income Limits* for Moore County

Number in

Household

30% of Median

(very-low income)

50% of Median

(low income)

1 \$18,000 \$29,950

2 \$20,550 \$34,200

3 \$23,100 \$38,500

4 \$25,650 \$42,750

5 \$27,750 \$46,200

6 \$29,800 \$49,600

7 \$31,850 \$53,050

8 \$33,900 \$56,450

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year.

This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair

The County informs Moore County service providers of housing rehab opportunities through a Public Notice submitted to the Pilot (local paper) as well as on the County website. Moore County will notify each of the following agencies of this Project and provide applications for disbursement:

- Moore County Department of Social Services
 - Moore County Health Department
 - Moore County Senior Enrichment Center
 - Local Municipalities within the County
 - Action Pathways (Weatherization Program)
 - Meals on Wheels
 - Moore County Transportation Services
 - Veteran's Administration
 - Habitat for Humanity
 - Independent Living
 - ARC of Moore
 - Northern Moore Family Resource Center
 - Coalition for Human Care
 - Red Cross
 - United Way
- Selection of applicants The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order.

Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points. Priority

Ranking System for Moore County's URP22

Special Needs (for definitions, see below) Points

Never served by Moore County

Disabled, Elderly or Veteran Head of Household (62 or older)

10

6 Single-Parent Household (with one or more children in the home) 4 Large Family (5 or more permanent residents)

6 Child under six years of age with lead hazards in the home 4

Income (See Income Table above) Points Less than 30% of County Median Income 10 30% to 50% of County Median Income 5 ****NOTE**** If the household has more than one special need as outlined above then that applicant will receive the allotted points for all applicable categories. Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have

incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP22.

Recipients of assistance under the URP22 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability. The definitions of special needs populations under URP22 are:

- Never served by Moore County: A person that has not been served in the past by a previous program offered by Moore County Planning & Inspections Department and will be verified by staff to ensure the allotted points are included in the ranking criteria.
- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental, or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals living in the home; of at least four are immediate family members.
- Household Member: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- Single-Parent Household: A household in which one and only one adult resides with one or more dependent children.
- Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- Child with lead hazards in the home: a child below the age of six living in the applicant house which contains lead hazards.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and

programs available in the County and provide a copy of Moore County's "Resource Guide"

of agencies and contact numbers that may assist in homeowner needs. What is the form of assistance under URP22? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan.

Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the County's Housing Rehab Program Coordinator. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP22 is \$12,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed

under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP22 must meet or exceed NC Residential Building Code. Who will do the work on the homes? The County is obligated under URP22 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those requirements, the County will allow qualified contractors to provide quotes, bids, or proposals for the products or services needed on each home. Please request a copy of the County's URP22 Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors are welcome to invite them to bid.) A minimum of three qualified contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

All bid opportunities

will be posted on the county website, IPS, Hub site, and via email to interested contractors. A qualified contractor is a contractor who is not debarred on any state or federal list, has proper license and certificates required for the scope of work they are bidding on and have the proper insurance requirements that meets the County's guidelines. What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County of Moore's URP22, what work can be done, and who will do it, let's go through all the major steps in the process: 1. Completing a Request for Assistance form: Homeowners who wish to apply for assistance must do so by September 30, 2022. Apply by contacting the Planning & Inspections Department, at 910-947-5010. Proof of ownership and income will be required at time of submittal. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new Request for Assistance will need to be submitted. 2. Preliminary inspection: The County's Housing Rehab Program Coordinator will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.

3. Screening of applicants: Request for Assistance will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 31, 2022. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along

with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by November 18, 2022 that they were chosen may contact Community Development Staff, at 910-947-5010 to confirm the disposition of the request for assistance.

4. Applicant interviews: Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5. Work write-up: The County's Housing Rehab Program Coordinator will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Housing Rehab Program Coordinator will prepare complete and detailed work specifications (known as the "work write-up"). A final cost estimate will also be prepared by the Housing Rehab Program Coordinator and held in confidence until bidding is completed.

6. Formal agreement: After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.

7. Bidding: The bid invitation and work write-up will be sent to a minimum of three contractors asking those who want to bid on the projects to attend a mandatory pre-bid meeting which will include a walk-through of each home. Only those contractors in attendance will be provided a bid packet and given at least one week to prepare bid proposals. The names of those contractors in attendance will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted at the Moore County Finance Department at 206 S. Ray St., Carthage, NC at a specified date and time, with all bidders and the homeowner invited to attend.

8. Contractor selection: Within six (6) weeks of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

9. Execution of loan and contract: The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$1000 will be included in the loan document.

10. Pre-construction conference: A pre-construction meeting will be held at the home or designated location. At this time, the homeowner, contractor and Moore County program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will issue a "Notice to Proceed order" formally instructing the contractor to commence by the agreed-upon date within five (5) calendar days of the date stipulated on the "Notice to Proceed".

11. Construction: The contractor will be responsible for obtaining any required building and zoning permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP22. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable. The contractor will be responsible for all clearing and cleaning arising from and due to construction activities.

12. Change Orders: All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the County of Moore. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure."

13. Payments to contractor: The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

14. Post-construction meeting: Following construction, the contractor and the Housing Rehab Program Coordinator will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment to the Housing Rehab Program Coordinator for review prior to project closing. The contractor and Housing Rehab Program Coordinator will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan. 15. Closeout: Once each item outlined in section 13 has been satisfied and the homeowner

has signed a Certificate of Satisfaction, the job will be closed out (fully completed). What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting September 1, 2022.
- Request for Assistance must be turned in at the Moore County Planning & Inspections Department by 4:30 P.M. on September 30, 2022 .
- Households selected from applications on October 31, 2022.
- All rehabilitation work must be under contract by October 17, 2023.
- All rehabilitation work must be completed by December 30, 2023. How do I request an application? Just contact:

Moore County Planning & Inspections Department
 c/o Community Development Staff
 P.O. Box 905 Carthage, NC 28327 910-947-5010

Or pick up a Request for Assistance at the Moore County Planning & Inspections

Department, any library within the County, the County Health Department, or the Department of Social Services office. Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the County of Moore realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her Request for Assistance was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact the Program Administrator within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The County of Moore will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process: 1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Community Development Staff. 2. The Housing Rehab Program Coordinator will inspect the work in question. If it is found that the work is not being completed according to contract, the Housing Rehab Program Coordinator will review the contract with the contractor and ask the contractor to remedy the problem. 3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Housing Rehab Program Coordinator and facilitated by the County's Community Development Staff.

4. Should the mediation conference fail to resolve the dispute, the Project Administrator at the direction of the Planning Director will render a written final decision. 5. If the Housing Rehab Program Coordinator finds that the work is being completed according to contract, the complaint will be noted and the Housing Rehab Program Coordinator and the homeowner will discuss the concern and the reason for the Housing Rehab Program Coordinator decision. Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the Board of County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP22 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Board of County Commissioners and written permission from NCHFA. What about favoritism? All activities under URP22, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability Who can I contact about URP22? Any questions regarding any part of this application or program should be addressed to: Housing Rehab Program Coordinator Project Administrator Carlis P. Sweat Stephanie Cormack

PO Box 905 PO Box 905 Carthage, NC 28327 Carthage, NC 28327 910-947-5010 910-947-5010 These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible. This Assistance Policy is adopted this ____ day of _____ 20__.

BY: Frank Quis Moore County Board of Commissioners Chair

Attest: Laura Williams Clerk to the Board

County of Moore

Procurement and Disbursement Policy

URGENT REPAIR PROGRAM PROCUREMENT POLICY

1. To the maximum extent practical, the County of Moore (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). The County will conduct a public bid which will allow "qualified contractors" to provide quotes, bids or proposals for products and services needed. Every reasonable effort will be made to receive at least three quotes, bids, or proposals. A "qualified contractor" is a contractor who is not debarred on any state or federal list, and has proper licenses and certificates required for the scope of work they are bidding on.

All bid opportunities will be posted on the County website, IPS and HUB websites, and via email to interested contractors. 2. At least three eligible contractors shall be invited to bid on each job. Only those contractors who attend the mandatory pre-bid meeting will be allowed to provide quotes, bids, or proposals for services needed. The award will be made to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Reasonable changes may be made in the plans and specifications to bring the contract price within the funds available. This will be accomplished by taking into consideration the same work write-up item(s) reductions for all bidders to compare total revised bid amounts and then awarding to the lowest responsive and responsible bidder. "Responsible" means including but not limited to (a) the contractor is deemed able to complete the work in a timely fashion. "Responsive" means including but not limited to (a) the bid is within 20%, in either direction, of the County's cost estimate, (b) the contractor has not been suspended or debarred on any state or federal list, (c) there is no conflict of interest (real or apparent), and (d) the contractor has met all the requirements of the bid. In the event of a project re-bid due to quotes, bids, or proposals not falling within the County's cost estimate: and there is no change in the scope of work, only those contractors who have not visited the home will be required to attend the walk through of that home. All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) certified renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes.

3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder for each job site.

4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job including instructions for distribution and receipt of bids. Contractors who attend the mandatory pre-bid walkthrough will be given no less than seven (7) days to prepare bid proposals. Each contractor will have access to all parts of the house during the pre-bid walkthrough in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted in the Moore County Finance department located at 206 South Ray Street, Carthage, NC at a specified date and time, with all bidders invited to attend.

5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded. In the event of calculation errors, the item cost will be the determining factor.

6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure." 7. No work may begin prior to a contract being awarded and a written notice to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work. 8. The County reserves the right to reject any or all bids at any time during the procurement process. 9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids, and the like. Should such methods ever become necessary the transaction will be fully documented by noting all parties spoken to, creating a bid tab sheet as required by the County outlining quote amounts and scope of work.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Moore County will issue intent to award to the lowest responsible and responsive bidding contractor, pending final award after legal, finance, and Management approval within six (6) weeks of the bid opening. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the county's cost estimate upon request; and 4) the specific reasons for the selection, if other than the lowest bidder was selected.

11. The contractor is responsible for obtaining a building and zoning permit for the project before beginning work when applicable. The permit must be posted at the house during the entire period of construction. Moore County Housing Rehab Program Coordinator will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practical. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities. 12. The County of Moore is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority Women Business enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Housing Rehab Program Coordinator, and (b) the homeowner (c) and the local building inspector when applicable prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 30 business days for processing of the invoice for payment. *Note* the contractor must provide the Community Development Staff with all owners' manuals; warranties on equipment/materials if applicable and a use and sales tax certificate will be required to be submitted prior to payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County Housing Rehab Program Coordinator, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work. 4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds. The Procurement and Disbursement Policies are adopted this the _____ day of

_____, 20____. County of Moore BY: _____ Frank Quis Board
of County Commissioners Chair

ATTEST: _____ Laura Williams Clerk to the Board

CONTRACTORS STATEMENT: I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____ WITNESS:

Fiscal Year 2022/2023

Budget Line Item Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Revenue 24043018 36283 UPR22 Urgent Repair - 132,000 132,000

Expense 24023018 56295 URP22 Urgent Repair - 132,000 132,000

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

20006

Planning - Urgent Repair

Agenda Item:

Meeting Date: July 19, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM:

DATE:

Caroline L. Xiong, Finance Director

July 11, 2022 °t

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

PRESENTER: Caroline L. Xiong, Finance Director

REQUEST: Request for approval of Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center for the Fiscal Year 2022-2023 and to approve the following budget amendment.

BACKGROUND: In response to the high unmet need for mental/behavioral health care for Moore County Schools' students, the district has envisioned creating a centrally based team of mental/behavioral health practitioners for several years. Thanks to the funding from the Sandhills Center and the support of the County Commissioners, the beginning of this team can now be a reality. A Memorandum of Agreement has been created between all parties through which Sandhills Center would provide funding for one or more licensed school psychologists, school counselors, and/or social workers providing behavioral/mental health services to Moore County Schools students; to cover travel expenses, professional liability insurance, purchase/lease computer equipment and provide training for such professionals. The total annual funding from Sandhills Center to MCS was \$250,000 in FY2022, and it would be \$250,000 for FY2023.

IMPLEMENTATION PLAN: None

FINANCIAL IMPACT STATEMENT:

Utilizes funding from the Sandhills Center.

RECOMMENDATION SUMMARY:

1. Make a motion to approve the Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center for the Fiscal Year 2022-2023.
2. Make a motion to approve the following budget amendment.

SUPPORTING ATTACHMENTS: Memorandum of Agreement-PDF document Budget Amendment

Revenue

Expense

Fiscal Year 2022/2023

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Finance -Sand hills Center -Behavior Health Intervention (SHI)

10018000 30457 Sandhills Center BHI Grant

10034096 56301 Sand hills Center BHI Grant

250,000

250,000

Approved this _____ day of _____, 2022

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

10190

250,000

250,000

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this the 27th day of June, 2022, by and between Sandhills Center, a Local Management Entity/Managed Care Organization, with corporate offices at 1120 Seven Lakes Drive, West End, North Carolina; the County of Moore, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 1 Courthouse Square, Carthage, North Carolina; and the Moore County Board of Education, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 5277 Highway 15-501 South, Carthage, North Carolina.

The term of this contract will be July 1, 2022 -June 30, 2023.

WHEREAS, Sandhills Center is a Local Management Entity/Managed Care Organization (LME/MCO), as that term is defined in N.C. Gen. Stat. § 122C-3 (20c), that manages certain publicly-funded behavioral/mental health benefits across its service areas in North Carolina, including Moore County; and

WHEREAS, the County of Moore is a unit of local government with general oversight and authority under N.C. Gen. Stat. § 153A-77 over commissions, boards, and agencies of county government, including the local board of health; social services board; and area mental health, developmental disabilities, and substance abuse board; and

WHEREAS, the Moore County Board of Education is a unit of local government with general oversight and authority under N.C. Gen. Stat. § 115C-40 over matters pertaining to the public schools within the Moore County Schools administrative unit; and

WHEREAS, the parties mutually desire to promote behavioral/mental health services for students enrolled in the Moore County Schools to extent feasible within available funding; and

WHEREAS, Sandhills Center desires to disburse to Moore County funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to support behavioral/mental health services for the citizens of Moore County; and

WHEREAS, the County of Moore desires to disburse said funds to the Moore County Board of Education to promote the provision of behavioral/mental health services for students enrolled in the Moore County Schools; and

WHEREAS, the Moore County Board of Education desires to accept said funds and to use them for their intended purpose;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for the purposes stated herein, the parties hereby agree as follows:

I. Sandhills Center will reimburse the County of Moore for up to Two Hundred Fifty Thousand Dollars (\$250,000.00) in expenditures to support behavioral/mental health services for the citizens of Moore County. Said funds will be paid on a monthly basis in response to itemized invoices from the County of Moore or appropriate County staff up to the aggregate overall limit of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date indicated below.

SANDHILLS CENTER

Vic1Wfil"J... Chief Executive Officer

MOORE COUNTY BOARD OF EDUCATION

Preaudit Certificate

COUNTY OF MOORE

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

ATTEST:

Laura M. Williams Clerk to the Board

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

Moore County Finance Officer

Agenda Item: Meeting Date: July 19, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: July 11, 2022

SUBJECT:

PRESENTER:

Non-Profit Grant Agreement with Sandhills Center for Fiscal Year 2023

Caroline L. Xiong, Finance Director

REQUEST: Approve the attached Non-Profit Grant Agreement with the Sandhills Center for Mental Health, Developmental Disabilities and Substance Abuse Services ("Sandhills Center").

BACKGROUND: The Sandhills Center provides critical crisis and psychiatric services for the consumers and families in Moore County. Because of the services the Sandhills Center provides to Moore County, the Sandhills Center has been selected as a recipient of Moore County non-profit funding for Fiscal Year 2022-2023 in the amount of \$197,021.00. The breakdown of the Sandhills Center's General Budget Request is as follows:

•General Request.. \$183,771.00 •ABC Funds \$13,250.00

IMPLEMENTATION PLAN: None

FINANCIAL IMP ACT STATEMENT: A non-profit grant in the amount of \$197,021.00 to Sandhills Center.

RECOMMENDATION SUMMARY: Make a motion to approve the attached Non-Profit Grant Agreement with the Sandhills Center and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS: 1.Non-Profit Grant Agreement 2022-2023 -The Sandhills Center

MOORE COUNTY, NORTH CAROLINA NON-PROFIT GRANT AGREEMENT 2022-2023

THIS GRANT AGREEMENT is made as of the 11th day of April, 2022, between the COUNTY OF MOORE, a political subdivision of the State of North Carolina ("GRANTOR"), and SANDHILLS CENTER FOR MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE SERVICES, a North Carolina not-for-profit corporation ("GRANTEE").

WITNESSETH:

WHEREAS, The GRANTOR desires to provide funding to certain non-profit agencies for the provision of public services to Moore County residents; and

WHEREAS, GRANTEE has been chosen by the Moore County Board of County Commissioners to be a recipient of Moore County non-profit funding for fiscal year July 1, 2022-June 30, 2023; and

NOW, THEREFORE, in consideration of the mutual recitals, promises, and covenants set forth herein, the parties hereto agree as follows:

1.Amount and Terms of Grant. The GRANTOR agrees, subject to the terms and conditions of this Agreement, to provide the GRANTEE the sum of One Hundred Ninety Seven Thousand Twenty One Dollars (\$197,021.00) ("Grant Funds") to provide funding for the program as described in the GRANTEE's request for funding (hereinafter the "Grant Application"), which Application is hereby incorporated into this Agreement by reference and made an integral part hereof ("Program"). The GRANTOR does not make any warranty, either express or implied, that the proceeds of the Grant Funds will be sufficient to pay all or any particular portion of the cost of the Program.

The amount of the Grant Funds has been determined by the GRANTOR in reliance upon annual expenditures, revenues and projections of the GRANTEE with respect to the Program as set forth in the Grantee's Grant Application.

2.Unconditional Obligations. The obligations of the GRANTEE to perform and observe this Grant Agreement and any other agreements on its part contained herein shall be absolute and unconditional. Until such time as all obligations of the GRANTEE provided in this Grant Agreement are met, the GRANTEE (i) shall perform and observe all of its other agreements contained in this Grant Agreement and (ii) shall observe any obligation or covenant, whether expressed or implied, or any duty, liability, obligation or covenant arising out of or connected with this Grant Agreement.

3.Program Services. The parties hereto agree that the purpose of this Grant Agreement is to provide Grant Funds to the GRANTEE to enable it to perform a public service. The GRANTEE shall perform the services set forth in the GRANTEE's Grant Application, which are hereby deemed to be public services. Should the services change, GRANTEE shall first seek approval from the Board of County Commissioners through the County Manager. None of the Grant Funds authorized hereby may be used for any purpose not specifically determined to be a public service, and in no circumstances may they be used except in accordance with the requirements of Paragraph 4, below.

4.Use of Grant funds. The GRANTEE shall expend GRANTOR Grant Funds only for the performance of the services or functions detailed in GRANTEE's Grant Application. For purposes of this Grant Agreement, allowable expenses shall include the following:

- Bad debts

DocuSign Envelope ID: 5FF7CE1 F-4F7F-4A45-9375-52F2BB7BDCB2 •Contingencies•Contributions and donations•Entertainment costs•Fines and penalties•Interest and other financial costs•Legislative expenses5. Term of Grant Agreement. The term of this Grant Agreement shall begin on the date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2023, or upon compliance with all of the provisions of this Grant Agreement, whichever shall occur last.6. Payment. Unless otherwise first approved in writing by the GRANTOR's Finance Director, GRANTOR shall make equal semi-annual payments to the GRANTEE, issuing a check on the first Friday of August and February of the County's fiscal year. The GRANTOR, in its sole discretion, may delay or cancel such payments for failure by the GRANTEE to comply with any of the provisions of this Grant Agreement.7. Payments Do Not Constitute a Waiver. No payment of Grant Funds hereunder shall constitute a waiver of any of the conditions of the GRANTOR's obligation to make further payments nor, in the event the GRANTEE is unable to satisfy any condition required hereunder, shall any such payment have the effect of precluding the GRANTOR from thereafter declaring such inability to satisfy to be a breach of this Grant Agreement.8. Financial Recordkeeping. The GRANTEE, at GRANTEE's sole expense, shall account to the satisfaction of the GRANTOR's Internal Auditor for all Grant Funds received from the GRANTOR under this Grant Agreement and all expenditures made from Grant Funds. Such accounting shall be in a form prescribed by the Internal Auditor, and shall include a report on an audit of all Grant Funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina shall be deemed automatically approved by the Internal Auditor). Grantee shall also provide the Internal Auditor with semi-annual financial statements on or before August 15 and January 28. The GRANTEE shall provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section shall be deemed a material breach of this Grant Agreement. GRANTEE shall submit the audit report, management letter and semi-annual financial statements to: Moore County Financial Services
Attn: Finance Department -Internal Auditor
Post Office Box 905 Carthage, N.C. 28327 Telephone: 910-947-6310 Additionally, the GRANTEE shall allow the GRANTOR's Internal Auditor access to the records and information required hereunder and shall facilitate a review of the accounting and program operations as may be required. The GRANTOR shall have the right to do site visits within one (1) week of request to do so. FN 22-0199 Page 2 of 6

GRANTEE shall retain financial and program records for a minimum period of three (3) years following the expiration or earlier termination of this Grant Agreement.

9. Warranties of GRANTOR. GRANTOR warrants and represents that it is a political subdivision of the State of North Carolina and that it has duly authorized the execution and delivery of this Grant Agreement. The GRANTOR further warrants and covenants the GRANTOR will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Grant Agreement and in all proceedings of the GRANTOR pertaining to this Grant Agreement.

10. Warranties of the GRANTEE: The GRANTEE hereby makes the following warranties and representations to induce the GRANTOR to enter into this Grant Agreement:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

FN 22-0199

GRANTEE is a North Carolina not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of North Carolina ("State"); and

GRANTEE is not in violation of any provision of its articles of incorporation or any laws of the State relevant to the transactions contemplated by this Grant Agreement; and

GRANTEE has full power and authority to execute and deliver this Grant Agreement and to carry out the Programs and obligations provided for herein. The execution and delivery of this Grant Agreement has by proper action been duly authorized by the GRANTEE and all actions necessary have been taken to constitute this Grant Agreement when executed and delivered by the respective parties thereto, valid and binding obligations of the GRANTEE; and The execution, delivery and performance by the GRANTEE of this Grant Agreement and the consummation of the Programs and obligations contemplated hereby will not violate any provision of law or regulation applicable to the GRANTEE, or of any writ or decree of any court or governmental authority, or of the articles of incorporation and by-laws of the GRANTEE, or of any mortgage, indenture contract, agreement or other undertaking to which the GRANTEE is a party or which purports to be binding upon the GRANTEE or upon any of its assets; and GRANTEE shall do or cause to be done all things necessary to preserve, maintain and keep in full force and affect its legal existence and comply with all laws applicable to it so long as it remains obligated to the GRANTOR under this Grant Agreement; and

All information in the GRANTEE's Grant Application or otherwise given by the GRANTEE to the GRANTOR, is and shall be true and correct. GRANTEE has not and shall not hereafter neglect to inform the GRANTOR of any material information pertaining to the Program described in GRANTEE's Grant Application; and

GRANTEE at the GRANTEE's expense shall assist the GRANTOR in obtaining any information or documentation required to verify the statements and comments made in this Grant Agreement. GRANTEE hereby consents to any inspection of the Program required for such verification and agrees to supply any information or documentation required for such verification within the GRANTEE's control as the GRANTOR may request.

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11. Insurance Requirements. GRANTEE shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act during the performance of services. GRANTEE shall maintain, at its expense, the minimum insurance coverage deemed necessary by the GRANTOR'S Risk Manager. GRANTEE upon request by GRANTOR shall furnish a certificate of insurance from an insurance company licensed to do business by the North Carolina Department of Insurance verifying the existence of any insurance coverage required by GRANTOR. The certificate shall provide for sixty (60) days advance notice in the event of termination, reduction or cancellation of coverage.

12. Notices. When any notice or consent is required to be given under the terms of this Grant Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the party to whom notice is given. Such notice shall be delivered to the addresses below or to such other persons or addresses as the parties may, from time to time, establish in writing: In case of the GRANTOR, to: Moore County Manager Historic Courthouse Post Office Box 905 Carthage, NC 28327 In case of the GRANTEE, to: With a Copy to: Finance Officer Central Services Building Post Office Box 905 Carthage, NC 28327 Sandhills Center for Mental Health, Developmental Disabilities and Substance Abuse Svcs. P.O. Box 9 West End, NC 27376

13. Applicable Laws. GRANTEE shall be responsible for compliance with all applicable federal, state and local laws, regulations and ordinances during the performance of the Programs, services and functions funded in whole or in part by this Grant Agreement including North Carolina bid laws and any state or federal tax reporting requirements.

14. Conflict of Interest. No officials or employees of the GRANTEE may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from the Grant Funds other than salaries and normal benefits, either for themselves or those with whom they have family or business ties.

15. Repayment of Funds. GRANTEE shall repay to the GRANTOR the full amount of any Grant Funds lost, misapplied, or inadequately accounted for in violation of this Grant Agreement.

16. Indemnification. To the fullest extent permitted by laws and regulations, the GRANTEE shall indemnify and hold harmless the GRANTOR and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Grant Agreement or the actions of the GRANTEE or its officials, employees, or contractors under this Grant Agreement or under the contracts entered into by the GRANTEE in connection with this Grant Agreement. This indemnification shall survive the termination of this Grant Agreement.

FN 22-0199 Page 4 of 6

17. Governing Law. This Grant Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Grant Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

18. Special Conditions. GRANTEE shall meet any special conditions, which are attached hereto and incorporated herein.

19. Equal Employment Opportunity. GRANTEE shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. GRANTEE shall take affirmative action to ensure that its employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event GRANTEE is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Grant Agreement may be canceled, terminated or suspended in whole or in part by GRANTOR, and GRANTEE may be declared ineligible for further GRANTOR Grant Funds.

20. Termination. GRANTOR may terminate this Grant Agreement at any time by giving ten (10) days written notice of termination to the GRANTEE. If termination is for convenience and not due to a material breach of this Grant Agreement by the GRANTEE, then the GRANTOR shall pay to the GRANTEE a pro rata share of the Grant Funds for the authorized monthly expenditures incurred, if any, by the GRANTEE in accordance with this Grant Agreement prior to such termination. If termination is due to a material breach of this Grant Agreement by GRANTEE, then no pro rata share of Grant Funds shall be due.

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

21. Assignment. GRANTEE may not assign, transfer or delegate any of its duties, obligations or responsibilities under this Grant Agreement without the prior written consent of the GRANTOR.

22. Waiver. No action or failure to act by the GRANTOR or GRANTEE shall constitute an obligation or duty afforded them under this Grant Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed to in writing by the non-breaching party.

23. Exercise of Functions. Nothing contained in this Grant Agreement shall in any way stop, limit or impair the GRANTOR from exercising or performing any regulatory, policing or other governmental functions.

24. No Partnership. Nothing in this Grant Agreement is intended or shall be considered to create a joint venture or partnership between the GRANTOR and the GRANTEE nor be interpreted to deem either the agent of the other or to make the GRANTOR in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the GRANTEE.

25. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of GRANTEE under this Grant Agreement.

26. Whole Agreement. This Grant Agreement, including the GRANTEE'S Grant Application, shall be the whole agreement between the GRANTOR and the GRANTEE with respect to the matters set forth herein and the Grant Funds.

27. Headings. All headings that appear after paragraph numbers in this Grant Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Grant Agreement.

28. 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.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written.

COUNTY OF MOORE

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

SAND HILLS CENTER FOR MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE SERVICES

Victoria Whitt

PREAUDIT CERTIFICATE

ATTEST:

Laura M. Williams Clerk to the Board

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

Agenda Item: Meeting Date: August 2, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department DATE: July 25, 2022 SUBJECT: FY 23 Activity 546 Communicable Disease Pandemic Recovery

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$355,850 as per the FY23 Activity 546 Communicable Disease Pandemic Recovery Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

BACKGROUND: The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. All funds made available through Activity 546 Communicable Disease Pandemic Recovery Grant are to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date. The Activity 546 General Communicable Disease Pandemic Recovery grant is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

To ensure the community's health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic.

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 546 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 \$355,850 as per the FY23 Activity 546 Communicable Disease Pandemic Recovery Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement. ATTACHMENTS: FY23 Activity 546 Communicable Disease Pandemic Recovery Agreement Addendum

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 Epidemiology / Communicable Disease Branch

Local Health Department Legal Name DPH Section / Branch Name

546 Communicable Disease Pandemic Recovery

Vanessa Gailor 919-546-1658

vanessa.gailor@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: The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed.

Funding provided in the American Rescue Plan Act of 2021 is delineated in Senate Bill 105 for 2021-2023, as outlined below:

Of the funds appropriated in this act from the State Fiscal Recovery Fund to the Department of Health and Human Services, Division of Public Health, the sum of thirty-six million dollars (\$36,000,000) in nonrecurring funds for the 2021-2022 fiscal year shall be allocated to local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. The Division of Public Health shall expend up to eighteen million dollars (\$18,000,000) of these allocated funds during the 2021-2022 fiscal year and any remaining funds during the 2022-2023 fiscal year. In the distribution of these funds to local health departments under this section, for each year of the 2021-2023 fiscal biennium, the Division of Public Health shall divide nine million dollars (\$9,000,000) equally among the local health departments based on the number of

counties served by each local health department. The Division of Public Health shall distribute the remaining nine million dollars (\$9,000,000) to local health departments based upon the percentage of the State population served by each of the local health departments. The Division shall begin distributing the funds allocated under this section no later than 60 days after this act becomes law. In utilizing these funds, local health departments shall comply with applicable federal rules and guidance governing the State Fiscal Recovery Fund (SFRF).

II. Purpose:

The primary mission of the North Carolina Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in North Carolina. Under the overarching goal of providing the best level of care possible to North Carolinians, the Communicable Disease Branch works with Local Health Departments to control the spread of communicable diseases in the community, detect cases of communicable disease and monitor for the occurrence of new cases.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an “all hands-on deck” approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SLFRF federal award to North Carolina provides financial assistance for the state to do the following:

- To provide government services to the extent of the reduction in revenue due to the COVID– 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Within the applicable category described above, the 2021 Appropriations Act allocated funds to administer the following project with a total appropriation of \$36,000,000.00:

Provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

Note: All funds will be made available through AA 546 Communicable Disease Pandemic Recovery to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date.

III. Scope of Work and Deliverables: To ensure the community’s health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic.

To ensure the effective delivery of these services, recommended LHD activities include:

1. Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order increase the number of full-time equivalent employees.
 - a. The LHD will maintain a minimum of two public health nurses with communicable disease program responsibilities who have completed the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course or successfully completed the challenge exam and received an orientation to communicable disease investigation and reporting by a Regional Communicable Disease Nurse Consultant.
2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases.
 - a. Within one year of employment, every public health nurse with responsibility for communicable disease surveillance and investigation will complete the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course offered by the Technical Assistance and Training Program (TATP) of the CDB.
 - b. Public health nurses assigned to communicable disease investigation in a primary or backup role will be oriented to the role of Communicable Disease Nurse by the Regional TATP Nurse Consultant Team within three months of assignment of a new primary or backup Communicable Disease Nurse.
 - c. Public health nurses assigned to the primary role of communicable disease are encouraged to incorporate additional training relevant to communicable disease into their continuing education plans.
3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis.
4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities.
5. Engaging community partners by referring clients to relevant and applicable resources.
6. Engaging community partners by developing and disseminating educational resources.
7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

IV. Performance Measures / Reporting Requirements: The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at

<https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

1. Performance Measure #1: The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet.
 - a. The LHD shall complete a Monthly Financial Report each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for June 2022 and is due by July 22, 2022.

b. The LHD shall complete a Quarterly Program Report each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard and below. The Service Quarters for these quarterly program reports are defined as:

Quarter Months Program Report Due Date

- April-June 2022 07/22/2022

April and May 2022 data are from services provided under the Agreement Addendum for state fiscal year 2022.

- July-September 2022 10/31/2022
- October – December 2022 01/31/2023
- January – March 2023 04/28/2023

2. Performance Measure #2: The LHD will perform and document disease investigations in NC EDSS and reassign disease events to the State Disease Registrar within 30 days of notification of a reportable communicable disease or condition. Follow North Carolina Communicable Disease Manual Guidelines for NC EDSS documentation.

a. Reporting Requirements: The LHD will run the General Communicable Disease Control (GCDC) and Vaccine-Preventable Disease (VPD) reports for the designated timeframes below and report via Smartsheet to DPH:

Reporting Timeframes Due Dates

- Pre-pandemic July 1, 2019 – February 29, 2020 July 22, 2022
- During pandemic pre-project March 1, 2020 – March 31, 2022 July 22, 2022

For reference, reporting for Agreement Addenda in future fiscal years will be as follows:

- End of year 1 of the project April 1, 2022 – June 30, 2023 July 24, 2023
- End of year 2 of the project July 1, 2023 – June 30, 2024 July 22, 2024
- Partial of year 3 of the project July 1, 2024 – December 31, 2024 January 22, 2025

For each timeframe above, the following measures will be reported:

1. Mean First Report Interval (in days)
2. Mean Completed Report Interval (in days)
3. Percentage of reports which meet the 30-day first report goal of having a disease investigation documented and reported to DPH within 30-days of initial notification to the LHD.

The LHD will refer to the Human Immunodeficiency Virus and Sexually Transmitted Disease reports, found at <https://epi.dph.ncdhhs.gov/cd/stds/annualrpts.html>, to measure their performance of work within the timeframes listed above.

3. Performance Measure #3: Increasing the visibility of work the LHD within the community through Community Based Organizations (CBOs) and Nongovernmental Organizations (NGOs).

a. Reporting Requirements: Provide at a minimum each quarter on the Performance Reporting Smartsheet dashboard, one example of educational resources, training agendas, fliers, CBO outreach services or other resources that have been disseminated by the LHD.

4. Performance Measure #4: Training new staff with knowledge in communicable disease, public health, and public health nursing.

a. Reporting Requirements: Provide names, email addresses, and telephone numbers of nurses and dates that have completed the NC EDSS and NC COVID training to the Regional TATP

Nurse Consultant by December 1, 2022, and upon request.

b. Reporting Requirements: Provide the names of nurses, their dates of hire into the communicable disease position, and dates they have completed the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course or successfully passed the written challenge exam to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.

5. Performance Measure #5: As an update to the information the LHD provided for FY22, this Response Plan Update Form is to provide information related to the LHD's COVID-19 preparedness and response. The Response Plan Update Form will present a series of questions to be answered in a short-answer format on topics including testing, contact tracing, vaccination, equity, and preparedness.

a. Reporting Requirements: Complete a FY23 COVID-19 Response Plan Update Form via the Smartsheet dashboard no later than August 1, 2022. (DPH will add the FY23 COVID-19 Response Plan Update Form to the Smartsheet dashboard by July 1, 2022.)

Submission of a single COVID-19 Response Plan Update will meet the reporting requirements described under this Agreement Addendum as well as for other COVID-related Activities.

The LHD's COVID-19 Response Plan Update will receive DPH oversight from the DPH Program Contact for each relevant COVID-related Activity. Specific questions regarding individual topics in the Response Plan Update Form should be directed to those individuals. Any general questions the LHD has should be directed to the DPH Division Director's Office at

lhdhealthserviceta@dhhs.nc.gov.

V. Performance Monitoring and Quality Assurance: 1. Subrecipient monitoring, including financial and performance reporting, shall be conducted via the Smartsheet dashboard. This reporting will be provided by the LHD to DPH via the Smartsheet

dashboard. DPH staff will assess reports daily and work with LHDs to provide technical assistance and feedback (as needed) to ensure all reporting is accurate and timely.

2. On a quarterly basis, approximately ten LHD subrecipients will be selected by an electronic randomizer to undergo a "desk audit" which entails the submission of all source documentation supporting their reported expenditures for a given month within the quarter. The affected subrecipients will be notified via email of their selection approximately two weeks after the end of the quarter under review. Selected LHDs will have 30 days to submit the requested expenditure documents. The Subrecipient Monitoring Team performs desk audits to ensure the expenditure information is accurate, complete and only includes allowable expenditures. The results are reported to the affected LHD Directors and, if corrective actions are required, they are outlined in the report with recommendations and a date by which to be completed.

3. The TATP Nurse Supervisor will review the Local Health Department's quarterly program performance through Smartsheet reporting completed by the LHD.

4. If the review results in compliance concerns, the TATP Nurse Supervisor shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

5. If the LHD is deemed out of compliance, program staff shall provide technical assistance to bring the LHD back into compliance with deliverables. If technical assistance does not prove beneficial, the CDB will issue a letter of non-compliance and the LHD may lose access to NC EDSS and NC COVID. Noncompliance with this agreement will result in a reduced capacity for the LHD to detect and control communicable disease in their community.

VI. Funding Guidelines or Restrictions: 1. 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. These funds constitute federal financial assistance to the State of North Carolina, and therefore, use of these funds must be in accordance with applicable federal uniform guidance found in 2CFR 200. None of these requirements is waived.

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.

c. At the time of this AA issuance, the NC Department of State Treasury has determined that the federal Uniform Guidance, Subpart D – Subrecipient Monitoring and Management does not apply to these funds. Therefore, no Supplement will accompany this AA.

2. Requirements for use of funds: Must comply with NCAC Chapter 09, Subchapter 03M – Uniform Administration of State Awards of Financial Assistance. NCAC 09 03M

3. Requirements for cost principles: In compliance with 2 CFR §200.400 - §200.476 - Subpart E Cost Principles, such principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards.

4. Requirements for use of funds: In compliance with 31 CFR §35.5 – Use of funds.

a. A recipient may only use funds to cover costs incurred during the period beginning July 1, 2021 and ending December 31, 2024.

b. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

c. A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

5. Requirements for use of funds: In compliance with NCGS 143C-6-23 – Administrative code requirements, recipients must comply with the following:

a. NCGS 143C-6-23 (b) Prior to disbursing funds a grantee must provide a copy of its conflict- of-interest policy for management employees and its governance body.

b. NCGS 143C-6-23(c) The grantee must provide a written statement required under oath by the grantee's governing body that it has no overdue tax debts.

6. Non-reverting Appropriation: In compliance with Session Law 2021-180 Section 4.9(k).

a. This as a non-reverting state appropriation over multiple fiscal years:

1. Reversion. The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

7. Period of Retention: Administering Agencies and subrecipients are required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by the SFRF Award.

Therefore, Administering Agencies and subrecipients should seek specific written authorization from OSBM/NCPRO for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

Agenda Item: Meeting Date: August 2, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department DATE: July 25, 2022 SUBJECT: FY 23 Activity 543 ELC Enhancing Detection Activities

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$402,843 as per the FY23 Activity 543 ELC Enhancing Detection Activities Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

BACKGROUND: As part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", Epidemiology and Laboratory Capacity (ELC) funding has awarded a total of \$10.25 billion dollars to their recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC Enhancing Detection" supplement.

These funds are broadly intended to provide critical resources to state, local, and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. Direct recipients are limited to existing jurisdictions covered under CK19-19041. The Division of Public Health (DPH), Communicable Disease Branch (CDB), is continuing allocation of these "Enhancing Detection" funds to all local health departments. This Activity provides complementary funding to the Local Health Department in order for it to leverage and build upon existing ELC infrastructure that emphasizes the coordination and critical integration of laboratory with epidemiology and health information systems, thus maximizing the public health impact of available resources. These additional resources, by law, are intended to "prevent, prepare for, and respond to coronavirus" by supporting testing, case investigation and contact tracing, surveillance, containment, and mitigation. Such activities may include support for workforce, epidemiology, use by employers, elementary and secondary schools, child care facilities, institutions of higher education, long-term care facilities, or in other settings, scale up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, health care facilities, and other entities engaged in COVID-19 testing, and other activities related to COVID-19 testing, case investigation and contact tracing, surveillance, containment, and mitigation (including interstate compacts or other mutual aid agreements for such purposes).

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 543 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 \$402,843 as per the FY23 WIC Activity 543 ELC Enhancing Detection Activities Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement. ATTACHMENTS: FY23 Activity 543 ELC Enhancing Detection Activities Agreement Addendum

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 Epidemiology / Communicable Disease Branch

Local Health Department Legal Name DPH Section / Branch Name

543 ELC Enhancing Detection Activities

Vanessa M. Gailor 919-546-1658

vanessa.greene@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: The primary mission of the Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public through detection, investigation, testing, treatment, tracking, control, education, and care activities to improve the health of people in North Carolina.

As part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", the ELC has awarded a total of \$10.25 billion dollars to their recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC

Enhancing Detection" supplement. These funds are broadly intended to provide critical resources to state, local, and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. Direct recipients are limited to existing jurisdictions covered under CK19-19041.

Ongoing monitoring of milestones and performance measures will be utilized to gauge progress toward successful completion of priority activities supported with these funds.

The Division of Public Health (DPH), Communicable Disease Branch (CDB), is continuing allocation of these "Enhancing Detection" funds to all local health departments.

II. Purpose: This Activity provides complementary funding to the Local Health Department in order for it to leverage and build upon existing ELC infrastructure that emphasizes the coordination and critical integration of laboratory with epidemiology and health information systems, thus maximizing the public

health impact of available resources. These additional resources, by law, are intended to “prevent, prepare for, and respond to coronavirus” by supporting testing, case investigation and contact tracing, surveillance, containment, and mitigation. Such activities may include support for workforce, epidemiology, use by employers, elementary and secondary schools, child care facilities, institutions of higher education, long-term care facilities, or in other settings, scale up of testing by public health, academic, commercial, and hospital laboratories, and community-based testing sites, mobile testing units, health care facilities, and other entities engaged in COVID–19 testing, and other activities related to COVID–19 testing, case investigation and contact tracing, surveillance, containment, and mitigation (including interstate compacts or other mutual aid agreements for such purposes).

III. Scope of Work and Deliverables: All of the activities the Local Health Department performs under this Agreement Addendum shall

be informed by the NC DHHS COVID-19 Guidance for Health Care Providers and local health departments.¹ For each of the six activities listed below (Paragraphs 1 through 6), the Local Health Department (LHD) shall identify and address one or more of the allowable activities listed, with an emphasis on testing and tracing:

1. Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity

- a. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
- b. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.
- c. Build expertise to support management of the COVID-19 related activities within the jurisdiction (e.g., additional leadership, program and project managers, budget staff).
- d. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

2. Strengthen Community Laboratory Testing

- a. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2 among all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance, including testing of asymptomatic individuals.

1. Strengthen ability to quickly scale testing as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner.

2. Build local capacity for testing of SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.

- b. Enhance laboratory testing capacity for SARS-CoV-2 outside of public health laboratories.

1. Establish or expand capacity to coordinate with public/private laboratory testing providers, including those that assist with surge and with testing for high-risk environments.

¹ <https://www.ncdhhs.gov/divisions/public-health/covid19/covid-19-guidance#all-guidance-for-health-care-providers-and-local-health-departments>

2. Secure and/or utilize mobile laboratory units, or other methods to provide point-of-care (POC) testing at public health-led clinics or non-traditional test sites (e.g., homeless shelters, food processing plants, prisons, Long Term Care Facilities [LTCFs]).

c. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.

1. Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders.

2. Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of positivity, source of samples, type will be used to create data visualizations that will be

shared with the public, state health department, and community partners.

3. Advance Electronic Data Exchange at Public Health Labs

a. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.

1. Enhance laboratory test ordering and reporting capability.

a. 100% of results must be reported with key demographic variables including age/gender/race via NCCOVID.

b. Report all testing to the state health department using NCCOVID.

4. Improve Surveillance and Reporting of Electronic Health Data

a. Use NCCOVID to ensure complete, up-to-date, automated reporting of morbidity and mortality to NC DPH of COVID-19 and other conditions of public health significance by:

1. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.

2. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zip code level to inform community mitigation strategies.

b. Establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to NC DPH via NCCOVID

1. At the health department, enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR), including to receive data from new or non-traditional testing settings. Use alternative data flows and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SAR-

CoV-2 including serology testing).

2. Assist NC DPH in the process of automating the receiving of electronic health record (EHR) data, including electronic case reporting (eCR) and fast healthcare interoperability resources (FHIR)-based eCR to generate initial case reports as specified by NC DPH for the reportable disease within 24 hours and to update over time within 24 hours of a

change in information contained in the CDC-directed case report, including death.

3. Utilize eCR data to ensure data completeness, establish comprehensive morbidity and mortality surveillance, and help monitor the health of the community and inform decisions for the delivery of public health services.

c. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.

1. Assist NC DPH with required expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable visual, and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.

d. Enhance systems for flexible data collection, reporting, analysis, and visualization.

1. Make data on case, syndromic, laboratory tests, hospitalization, and healthcare capacity available on health department websites at the county/zip code level in a visual and tabular manner.

e. Establish or improve systems to ensure complete, accurate and immediate (within 24 hours) data transmission to NCCOVID and open website available to the public by county and zip code, that allows for automated transmission of data to NC DPH via NCCOVID.

1. Track via NC DETECT 100% of emergency department and outpatient visits for COVID-like illness, as well as other syndromes/illnesses, to CDC.

2. Submit all case reports in an immediate, automated way to CDC for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields via NCCOVID.

3. Provide accurate accounting of COVID-19/SARS-CoV-2 associated deaths. Establish electronic, automated, immediate death reporting to CDC with associated required data fields via NCCOVID.

4. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminants, serology, antigen, nucleic acid) daily by county or zip code to NCCOVID.

5. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, other threats to the public health and conditions of public health significance.

f. Integrate existing LHD electronic health records (EHR) into CVMS Direct.

CVMS is the COVID-19 Vaccine Management System; CVMS Direct is an integration solution offering for Providers to connect COVID-19 vaccination records with CVMS. Providers submit a standardized flat file from their Electronic Health Records (EHRs) that pass through the Health Information Exchange (HIE) and are loaded directly to CVMS. This NC COVID-19 Vaccine

Reporting file (NCVR) contains patient information that complies with today's CVMS workflow across patient registration and vaccination recording, along with appropriate inventory reduction.

Before the LHD can use the CVMS Direct integration solution, the LHD will need to finalize legal agreements with the HIE, establish connectivity, complete file validations, and pass testing criteria before they can use the CVMS Direct integration. The North Carolina Health Information

Exchange Authority (NC HIEA) is responsible for CVMS Direct. Any local health department interested in using CVMS Direct will need to contact NC HIEA at hiea@nc.gov.

5. Use Laboratory Data to Enhance Investigation, Response and Prevention

a. Use laboratory data to initiate case investigations, conduct contact tracing and follow-up, and implement containment measures.

1. Conduct necessary contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing and/or proximity/location- based methods, as well as methods adapted for healthcare-specific and congregate settings.
 2. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
 3. Identify cases and exposure to COVID-19 in high-risk settings or within vulnerable populations to target mitigation strategies.
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other LTCFs).
 - c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk employment settings (e.g., meat processing facilities), congregate living settings (e.g., prisons, youth homes, shelters), and educational settings (e.g., K-12 schools, colleges and universities).
 - d. Work with NC DPH to build local capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
 - b. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations) including proactive monitoring for asymptomatic case detection and increasing opportunities for vaccination of historically marginalized populations and the community.
- Continue working collaboratively with partners including consideration of funding to address health equity needs of the community. Examples of partners may include but are not limited to:
1. Tribal affiliates and community-based organizations colleges and universities;
 2. Occupational health settings for large employers;
 3. Churches or religious or faith-based institutions;
 4. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs);
 5. Pharmacies;
 6. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes;
 7. Organizations and businesses that employ critical workforce;
 8. First responder organizations;
 9. Non-traditional providers and locations that serve high-risk populations; and other partners that serve underserved populations.
- c. Build capacity for infection prevention and control in LTCFs (e.g., at least one Infection Preventionist [IP] for every facility) and outpatient settings.
 1. Build capacity to safely house and isolate infected and exposed residents of LTCFs and other congregate settings.
 2. Develop interoperable patient safety information exchange systems.

d. Assist with enrollment of all LTCFs into NHSN.

e. Increase Infection Prevention and Control (IPC) assessment capacity onsite using tele-ICAR.

f. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.

1. Coordinate as appropriate with federally funded entities responsible for providing health services to vulnerable populations (e.g., tribal nations and federally qualified health centers).

6. Coordinate and Engage with Partners

a. Partner with NC DPH to establish or enhance testing for COVID-19/SARS-CoV-2.

1. Acquire equipment and staffing to conduct testing for COVID-19/SARS-CoV-2.

2. Support community partners to conduct appropriate specimen collection and/or testing within their jurisdictions.

b. Partner with local, regional, or national organizations or academic institutions to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.

1. Build infection prevention and control and healthcare outbreak response expertise in the LHD.

2. Partner with academic medical centers and schools of public health to develop regional centers for IPC consultation and support services.

IV. Performance Measures/Reporting Requirements: The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at

<https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

1. Performance Measure #1: The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet.

a. The LHD shall complete a Monthly Financial Report each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for June 2022 and is due by July 22, 2022.

b. The LHD shall complete a Quarterly Program Report each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard and below. The Service Quarters for these quarterly program reports are defined as:

Quarter Months Program Report Due Date

- April-June 2022 07/22/2022 April and May 2022 data are from services provided under the Agreement Addendum for state fiscal year 2022.

- July-September 2022 10/31/2022

- October – December 2022 01/31/2023

- January – March 2023 04/28/2023

2. Performance Measure # 2: The LHD shall have a COVID-19 Testing Plan to ensure access to COVID-19 testing for all symptomatic persons and for those who have had close contact to a known or suspected case of COVID-19 as defined by the CDC, and for those who request or require testing.

3. Performance Measure # 3: Via the NCCCOVID, the LHD shall report cases of COVID-19 including deaths within 30 days of receipt of the report to the state disease registrar.
4. Performance Measure # 4: Via the outbreak module within NCCCOVID and the REDCap cluster/outbreak reporting tool, the LHD shall report COVID-19 activity (decline, no change, and increase) in high-risk healthcare facilities (e.g., nursing homes, dialysis centers, LTCFs) and congregate living settings (e.g., prisons, youth homes, shelters) within 2 days of receiving notification of an outbreak/cluster.
5. Performance Measure #5: Using the COVID-19 Community Team Outreach (CCTO) Tool software, the LHD shall report close contacts to COVID-19 for at least 50% of people infected with COVID-19.
6. Performance Measure #6: Using the COVID-19 Community Team Outreach (CCTO) Tool software, the LHD shall complete the Final Monitoring Outcome variable for 90% of contacts entered after 14 days.
7. Performance Measure #5: As an update to the information the LHD provided for FY22, this FY23 Response Plan Update Form is to provide information related to the LHD's COVID-19 preparedness and response. The Response Plan Update Form will present a series of questions to be answered in a short-answer format on topics including testing, contact tracing, vaccination, equity, and preparedness.
 - a. Reporting Requirements: Complete a FY23 COVID-19 Response Plan Update Form via the Smartsheet dashboard no later than August 1, 2022. (DPH will add the FY23 COVID-19 Response Plan Update Form to the Smartsheet dashboard by July 1, 2022.)Submission of a single COVID-19 Response Plan Update will meet the reporting requirements described under this Agreement Addendum as well as for other COVID-related Activities. The LHD's COVID-19 Response Plan Update will receive DPH oversight from the DPH Program Contact for each relevant COVID-related Activity. Specific questions regarding individual topics in the Response Plan Update Form should be directed to those individuals. Any general questions the LHD has should be directed to the DPH Division Director's Office at lhhealthserviceta@dhhs.nc.gov.
- V. Performance Monitoring and Quality Assurance: The Communicable Disease Branch's Subrecipient Monitoring (SRM) Team, which includes the TATP Nurse Supervisor, will review all Smartsheet submissions. Any responses that meet the internally determined threshold for risk-based issues will be flagged by the SRM Team and followed up on with the LHD for resolution.
- VI. Funding Guidelines or Restrictions: 1. 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.

Activity Nbr + Name:543

FAS Nbr + Reason:1

CFDA Nbr + Name:93.323

IDC rate:n/a FAIN:Is award R&D?:no Fed awd's total amt:

Fed award project description:

Fed awd date + awarding agency:05-19-20

Subrecipient

-\$

1,126\$

-\$

-\$

63,011\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

-\$

485,915\$

-\$

-\$

-\$

-\$

-\$

136,759\$

-\$

13,436\$

-\$

-\$

11,713\$

-\$

-\$

-\$

7,911\$

117,875\$

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MAN4LX44AD17

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V6BGVQ67YPY5

FFKTRQCNN143

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MGQJKK22EJB3

DCEGK6HA11M5

HYKLQVNWXLX7

UWMUYMPVL483

V1UAJ4L87WQ7

LTZ2U8LZQ214

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KE57QE2GV5F1

Subrecipient

UEI

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PK8UYTSNJCC3
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131356607
Total federal funds
for entire Activity
188,951,581\$
Federal funds
from grant listed above
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780131541
091567776
084171628
091571349
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883321205
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123914376
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145058231
782359004
088564075
076526651
082358631
091564294
879924850
074504507
832526243
091563643
085021470
070620232

014305957

091564591

020952383

084168632

091565986

071563613

ELC Enhancing Detection Activities

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

HHS, Centers for Disease Control and Prevention

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Subrecipient

DUNS

965194483

Cleveland

Columbus

Burke

Cabarrus

Caldwell

Carteret

Caswell

Catawba

Chatham

Cherokee

Clay

Alamance

Albemarle

Alexander

Anson

Appalachian

Beaufort

Bladen

Brunswick

Buncombe

Craven

Cumberland

Dare

Davidson

Davie

Duplin

Durham

Edgecombe

Foothills

Forsyth

Franklin
Gaston
Graham
Granville-Vance
Greene
Guilford
Halifax
Harnett
Haywood
Henderson
Hoke
Hyde
Iredell
1,126\$
158,607\$
95,453\$
282,006\$
496,113\$
1,233,156\$
695,226\$
766,210\$
493,038\$
147,629\$
18,437\$
112,410\$
545,520\$
17,232\$
239,156\$
392,675\$
2,974,251\$
438,712\$
1,935,032\$
252,153\$
152,113\$
2,368,666\$
374,559\$
1,100,757\$
7,911\$
1,548,007\$
275,448\$
503,113\$
1,976,756\$
1,065,576\$
271,372\$
648,084\$

1,433,151\$

352,464\$

116,135\$

282,725\$

192,003\$

FY23 -FAS

federal award supplement

Activity Nbr + Name:543

FAS Nbr + Reason:1

CFDA Nbr + Name:93.323

IDC rate:n/a FAIN:Is award R&D?:no Fed awd's total amt:

Fed award project description:

Fed awd date + awarding agency:05-19-20

Subrecipient

Jackson -\$

Johnston -\$

Jones 312\$

Lee -\$

Lenoir 7,230\$

Lincoln -\$

Macon -\$

Madison 45,832\$

MTW

Mecklenburg -\$

Montgomery -\$

Moore -\$

Nash 260,346\$

New Hanover -\$

Northampton 7,523\$

Onslow -\$

Orange -\$

Pamlico -\$

Pender -\$

Person -\$

Pitt 290,223\$

Polk -\$

Randolph -\$

Richmond -\$

Robeson -\$

Rockingham -\$

Rowan -\$

Sampson 37,213\$

Scotland -\$

Stanly -\$

Stokes -\$

Surry -\$

Swain -\$

Toe River

Transylvania -\$

Union -\$

Wake

Warren -\$

Wayne -\$

Wilkes -\$

Wilson -\$

Yadkin -\$

Yancey

Page 2 of 2 UEI = Unique Entity Identifier Federal Award Reporting Requirements for Pass-Through Agencies,
2 CFR § 200.331 DPH 5-19-22 [ag]

ELC Enhancing Detection Activities

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

NU50CK000530 (01-04)188,951,581\$

CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious
Diseases (ELC)

HHS, Centers for Disease Control and Prevention

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

Subrecipient

UEI

Subrecipient

DUNS

Federal funds

from grant listed above

Total federal funds

for entire Activity

X7YWWY6ZP574 174,109\$ 019728518

SYGAGEFDHYR7

HE3NNNUE27M7

F6A8UC99JWJ5

QKUFL37VPGH6

UGGQGSSKBGJ5 086869336

042789748

067439703

095116935

097599104

LLPJBC6N2LL3

YQ96F8BJYTJ9

EZ15XL6BMM68

HFNSK95FS7Z8

025384603

074498353

087204173

831052873

070626825

ZKK5GNRNBBY6

NF58K566HQM7

F7TLT2GMEJE1

CRA2KCAL8BA4

EGE7NBXW5JS6 172663270
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040029563
050425677
050988146
077847143
082367871
070621339
027873132
079067930
GFFMCW9XDA53
FT59QFEAU344
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097600456
091575191
QZ6BZPGLX4Y9
T3BUM1CVS9N5
Q63FZNTJM3M4
LKBEJQFLAAK5
KGCCCHJJZZ43
FTJ2WJPLWMJ3
TLNAU5CNHSU5
DACFHCLQKMS1
M14KKHY2NNR3
ME2DJHMYWG55
030239953
019625961
FMWCTM24C9J8
TAE3M92L4QR4
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LHMKBD4AGRJ5 079051637
030494215
113345201
146437553
077821858
GCB7UCV96NW6
WRT9CSK1KJY5
FNVTCUQGCHM5
U86MZUYPL7C5
W41TRA3NUNS1

PLCDT7JFA8B1
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075585695
067439950
040036170
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916,683\$
43,013\$
220,412\$
430,596\$
200,819\$
211,381\$
220,070\$
5,513,955\$
105,440\$
402,843\$
1,015,587\$
1,031,505\$
163,564\$
1,048,362\$
356,189\$
6,294\$
241,907\$
956\$
1,701,734\$
106,478\$
1,136,967\$
192,535\$
219,407\$
366,083\$
1,113,462\$
487,441\$
091564146
825573975
074494014
E78ZAJM3BFL3
29,179\$
550,178\$
339,847\$
189,784\$
275,585\$
232,869\$
160,159\$

142,209\$

263,464\$

8,801\$

257,715\$

1,510,249\$

FY23 -FAS

federal award supplement

Activity Nbr + Name:543

FAS Nbr + Reason:2

CFDA Nbr + Name:93.323

IDC rate:n/a FAIN:Is award R&D?:no Fed awd's total amt:

Fed award project description:

Fed awd date + awarding agency:01-13-21

Subrecipient

417,872\$

-\$

158,607\$

95,453\$

218,995\$

496,113\$

1,233,156\$

695,226\$

766,210\$

493,038\$

147,629\$

18,437\$

112,410\$

545,520\$

17,232\$

239,156\$

392,675\$

503,113\$

1,976,756\$

1,065,576\$

271,372\$

162,169\$

1,433,151\$

352,464\$

116,135\$

2,974,251\$

438,712\$

1,798,273\$

252,153\$

138,677\$

2,368,666\$

374,559\$

1,089,044\$

282,725\$

192,003\$

275,448\$

-\$

1,430,132\$

282,725\$
192,003\$
503,113\$
1,976,756\$
1,065,576\$
271,372\$
648,084\$
1,433,151\$
352,464\$
116,135\$
2,974,251\$
438,712\$
1,935,032\$
252,153\$
152,113\$
2,368,666\$
374,559\$
1,100,757\$
7,911\$
1,548,007\$
275,448\$
Haywood
Henderson
Hoke
Hyde
Iredell
1,126\$
158,607\$
95,453\$
282,006\$
496,113\$
1,233,156\$
695,226\$
766,210\$
493,038\$
147,629\$
18,437\$
112,410\$
545,520\$
17,232\$
239,156\$
392,675\$
Forsyth

Franklin
Gaston
Graham
Granville-Vance
Greene
Guilford
Halifax
Harnett
Craven
Cumberland
Dare
Davidson
Davie
Duplin
Durham
Edgecombe
Foothills
Alamance
Albemarle
Alexander
Anson
Appalachian
Beaufort
Bladen
Brunswick
Buncombe
Burke
Cabarrus
Caldwell
Carteret
Caswell
Catawba
Chatham
Cherokee
Clay
Cleveland
Columbus
Subrecipient
DUNS
965194483

ELC Enhancing Detection Activities

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

HHS, Centers for Disease Control and Prevention

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

074504507

832526243

091563643

085021470

070620232

014305957

091564591

020952383

084168632

091565986

071563613

130705072

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095124798

077839744

123914376

040040016

145058231

782359004

088564075

076526651

082358631

091564294

879924850

077846053

083677138

131356607

Total federal funds

for entire Activity

603,677,156\$

Federal funds

from grant listed above

130537822

030495105

847163029

780131541

091567776

084171628

091571349

879203560

883321205

417,872\$
Subrecipient
UEI
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PK8UYTSNJCC3
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HYKLQVNWXLX7
UWMUYMPVL483
V1UAJ4L87WQ7
LTZ2U8LZQ214
HALND8WJ3GW4
JDJ7Y7CGYC86
GYUNA9W1NFM1
KE57QE2GV5F1
ELV6JGB11QK6
C9P5MDJC7KY7
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T2RSYN36NN64
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FFKTRQCNN143

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MGQJJK22EJB3

FY23 -FAS

federal award supplement

Activity Nbr + Name:543

FAS Nbr + Reason:2

CFDA Nbr + Name:93.323

IDC rate:n/a FAIN:Is award R&D?:no Fed awd's total amt:

Fed award project description:

Fed awd date + awarding agency:01-13-21

Subrecipient

Jackson 174,109\$

Johnston 916,683\$

Jones 42,701\$

Lee 220,412\$

Lenoir 423,366\$

Lincoln 200,819\$

Macon 211,381\$

Madison 174,238\$

MTW

Mecklenburg 5,513,955\$

Montgomery 105,440\$

Moore 402,843\$

Nash 755,241\$

New Hanover 1,031,505\$

Northampton 156,041\$

Onslow 1,048,362\$

Orange 356,189\$

Pamlico 6,294\$

Pender 241,907\$

Person 956\$

Pitt 1,411,511\$

Polk 106,478\$

Randolph 1,136,967\$

Richmond 192,535\$

Robeson 219,407\$

Rockingham 366,083\$

Rowan 1,113,462\$

Sampson 450,228\$

Scotland 232,869\$

Stanly 160,159\$

Stokes 142,209\$

Surry 263,464\$

Swain 8,801\$

Toe River

Transylvania 257,715\$

Union 1,510,249\$

Wake

Warren 29,179\$

Wayne 550,178\$
Wilkes 339,847\$
Wilson 189,784\$
Yadkin 275,585\$
Yancey

Page 2 of 2 UEI = Unique Entity Identifier Federal Award Reporting Requirements for Pass-Through Agencies,
2 CFR § 200.331 DPH 5-19-22 [ag]

091564146

825573975

074494014

E78ZAJM3BFL3

29,179\$

550,178\$

339,847\$

189,784\$

275,585\$

232,869\$

160,159\$

142,209\$

263,464\$

8,801\$

257,715\$

1,510,249\$

956\$

1,701,734\$

106,478\$

1,136,967\$

192,535\$

219,407\$

366,083\$

1,113,462\$

487,441\$

105,440\$

402,843\$

1,015,587\$

1,031,505\$

163,564\$

1,048,362\$

356,189\$

6,294\$

241,907\$

916,683\$

43,013\$

220,412\$

430,596\$

200,819\$
211,381\$
220,070\$
5,513,955\$
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040036170
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ME2DJHMYWG55
030239953
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TAE3M92L4QR4
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LHMKBD4AGRJ5 079051637
030494215
113345201
146437553
077821858
GCB7UCV96NW6
WRT9CSK1KJY5
FNVTCUQGCHM5
U86MZUYPL7C5
W41TRA3NUNS1
077847143
082367871
070621339
027873132
079067930
GFFMCW9XDA53
FT59QFEAU344
T11BE678U9P5
FQ8LFJGMABJ4
VZNPMCLFT5R6 080889694
091563718
100955413

097600456
091575191
QZ6BZPGLX4Y9
T3BUM1CVS9N5
Q63FZNTJM3M4
LKBEJQFLAAK5
KGCCCHJJZZ43
NF58K566HQM7
F7TLT2GMEJE1
CRA2KCAL8BA4
EGE7NBXW5JS6 172663270
097594477
040029563
050425677
050988146
LLPJBC6N2LL3
YQ96F8BJYTJ9
EZ15XL6BMM68
HFNSK95FS7Z8
025384603
074498353
087204173
831052873
070626825
ZKK5GNRNBBY6
SYGAGEFDHYR7
HE3NNNUE27M7
F6A8UC99JWJ5
QKUFL37VPGH6
UGGQGSSKBGJ5 086869336
042789748
067439703
095116935
097599104
Subrecipient
UEI
Subrecipient
DUNS
Federal funds
from grant listed above
Total federal funds
for entire Activity
X7YWWY6ZP574 174,109\$

019728518

ELC Enhancing Detection Activities

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

NU50CK000530 603,677,156\$

CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)

HHS, Centers for Disease Control and Prevention

Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)

FY23 -FAS

federal award supplement

Agenda Item:

Meeting Date: 08/02/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: 07/12/2022

SUBJECT: Service Contract for Bio-Solids Tipping

PRESENTER: Randy Gould

REQUEST:

Authorize the Chairman to execute Service Contract in the amount of \$114,400 for FY23 with an automatic renewal for the amount of \$124,120.00 for FY24, for Bio-solids tipping.

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 DENR the dewatered bio-solids must be removed from the facility and sent to an approved disposal site. The WPCP generate an estimated 4000 tons per year. The previous contract expired, therefore a Request for Proposal (RFP#: 2022-15) was issued. The RFP was issued June 1, 2022, requesting bid for bio-solids tipping at the Moore County Water Pollution Control Plant. Only one bid was received on June 15, 2022, from Chambers Development proposing a cost per ton of \$28.60 for FY23 and a cost per ton of \$31.03 for FY24 .

IMPLEMENTATION PLAN:

Authorize Chairman to approve Service Contract with Chambers Development of North Carolina Inc.

FINANCIAL IMPACT STATEMENT:

Purchase Order for FY23 not to exceed amount is \$114,400. OO and \$124,120.00 for FY24. These funds have been budgeted for FY 23 and will be budgeted for FY24.

RECOMMENDATION SUMMARY:

Make a motion to authorize Chairman to approve Service Contract with Chambers Development of North Carolina Inc.

SUPPORTING ATTACHMENTS:

Invitation for bid
Bid from Chambers
Bid tabulation
Contract

COUNTY OF MOORE
NORTH CAROLINA

REQUEST FOR PROPOSALS

ISSUE DATE: June 1, 2022 RFP#: 2022-15 TITLE: WASTEWATER BIO-SOLID TIPPING SERVICES

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 Wednesday, June 15, 2022 at 4:00 pm from qualified vendors for Wastewater Bio-Solid Tipping Services for the County of Moore Water Pollution control Plant. 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)

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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. All written questions shall be received by the Issuing Department no later than 10:00 am Wednesday, June 8, 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. The County of Moore has waived the Bid Deposit. 9. All purchases for goods or services are subject to the availability of funds for this purpose.

10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof. 11. 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. 12. 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. 13. 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. 14. 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.

15. 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.

16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval. 17. 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.

18. 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.

Background and Scope of Work

In order to maintain compliance, the County of Moore Water Pollution Control Plant is seeking proposals for the tipping of bio-solids for fiscal years 2022-2023 and 2023-2024. Lined landfills and NC state approved composting facilities are acceptable venues. Site should be within 75 miles of the Water Pollution Control Plant located at 1094 Addor Road Aberdeen, NC 28315. An anticipated 4500 tons will be required to be tipped for both fiscal years. 2022 Results for Toxicity Characteristic Leachate Procedure (TCLP) and Polychlorinated biphenyl (PCB) are included in the proposal packet.

Also included is the Sludges Excluded from Municipal Solid Waste document. Specify

- Landfill hours-acceptable times for first load and last load
- Maximum number of tons acceptable per day
- Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal
- Destination tipping site - physical address

PROPOSAL FORM Sealed Proposals will be received until 4:00 pm on Wednesday, June 15, 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 (July 1, 2022 - June 30, 2023): \$ _____

TOTAL COST PER TON (July 1, 2023 - June 30, 2024): \$ _____ 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: _____

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

BID TABULATION

RFP# 2022-15 - WASTEWATER BIO-SOLID TIPPING SERVICES

Chambers Development of NC,

Anson Landfill

COST/TON FY 2023 \$28.60

COST/TON FY 2024 \$31.03

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE This Contract is entered into the 30th day of June, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Chambers Development of North Carolina, Inc., an entity incorporated under the laws of the State of North Carolina, doing business as Anson Landfill (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 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 July 1, 2022 through June 30, 2024.

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 \$126,000.00 for County fiscal year July 1, 2022 through July 30, 2023 and \$136,532.00 for County fiscal year July 1, 2023 through June 30, 2024, 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.

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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: Commercial General Liability \$1,000,000.00 per occurrence Employer's Liability \$1,000,000.00 each accident \$1,000,000.00 per disease \$1,000,000.00 each employee

Umbrella Coverage \$5,000,000.00 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

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 DocuSign Envelope ID: 9FE5F5E7-7E7B-4A26-A8F8-DB12A85640FB

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 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.

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.

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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: CHAMBERS DEVELOPMENT OF NORTH CAROLINA, INC. ATTN: LEGAL 3 WATERWAY SQUARE PLACE, SUITE 110 THE WOODLANDS, TX 77380

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.

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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 CHAMBERS DEVELOPMENT OF NC, INC.

Francis R. Quis, Jr., Chairman J. Tyler Fitzgerald Board of Commissioners District Manager

ATTEST: _____ Laura M. Williams Clerk to the Board PREAUDIT

CERTIFICATE

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

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SCOPE OF SERVICES

1. The Contractor agrees to accept up to 4,500 tons of bio-solid sludge waste annually from County's Water Pollution Control Plant, which is located at 1094 Addor Road, Aberdeen, North Carolina, and to dispose of the sludge waste at the Anson Landfill, which is located at 375 Dozer Drive, Polkton, North Carolina. Waste materials will be delivered between the hours of 6:30am and 2:00pm, Monday through Friday. All loads must be spaced at least one hour apart. The County may mix rags (from bar screen) into the bio-solids for disposal. 2. The Contractor will invoice the County at the rate of \$28.60 per ton for services provided from July 1, 2022 through June 30, 2023. The Contractor will invoice the County at a rate of \$31.03 per ton for services provided from July 1, 2023 through June 30, 2024. 3. Waste Material/Disposal Rights. The County shall have the right to dispose of solid waste and/or approved special waste at the Disposal Facility during the term of this Contract, pursuant to the terms and conditions of this Contract. The term "Disposal Facility" shall mean any landfill, transfer station or other location used by the Contractor to transfer, process, or otherwise dispose of such waste. The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial or Commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof. The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated. 4. Special Wastes. The term "special waste" shall be defined as any liquid, semi-solid, solid, gaseous material and associated containers generated as a direct result of an industrial, manufacturing or processing operation; any chemically or petroleum contaminated soil or material; any waste water treatment sludge or residue; any asbestos containing material; any waste classified as "special waste" or regulated by a State or other regulatory agency; any medical or infectious waste; incinerator ash; agricultural byproduct waste or any waste generated by the oil and gas industry. 5. Measurement. The weight of all waste materials shall be measured in wet tons. The rate based on cubic yards shall be determined based on the full rated capacity of each vehicle delivering such solid waste (regardless of whether the vehicle is only partially full). The rate based on tonnage shall be the actual weight of the disposal materials (either tare weights will be used or the transporting vehicle must weigh in and out). 6. Extraordinary Levies. Notwithstanding any other provision to the contrary contained herein, in the event that during the term of this Contract there is levied upon the Contractor or upon the operations of the Disposal Facility any extraordinary tax, assessment, fee or charge by any governmental

ATTACHMENT 1

FN 22-0326 Page 7 of 7

authority or substantial change in regulatory disposal facilities, fuel increases or the waste disposal business which includes the Disposal Facility, which tax, assessment, fee or charge increases in a material manner the Disposal Facility's annual cost to operate the Disposal Facility over the Disposal Facility's costs of operation of the Disposal Facility for the immediately preceding calendar year, the County will be notified and the parties may either amend the Contract to reflect the changes in costs or terminate the Contract. 7. Unacceptable Waste. If the County delivers to the Disposal Facility any material which does not conform to the definition of solid waste under this Contract or to the requirements of any applicable law, regulation, rule or order (including, without limitation, any Excluded Waste), or any special waste not approved for disposal by the Contractor, the County shall, at the Contractor's request, promptly make available at the Disposal Facility a vehicle suitable for transporting nonconforming material, and the County will coordinate prompt loading of nonconforming material on the vehicle, and the County shall promptly remove such nonconforming material from the Disposal Facility. The County shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Contractor as to the content of the waste

following the discovery of potentially unacceptable waste. 8. The Contractor shall issue a ticket to each vehicle delivering solid waste to the Disposal Facility.

The ticket shall show the date, vehicle number (or other positive identification), and quantity of solid waste to establish charges. This ticket, once accepted by the County, shall be conclusive as to the charges owed by the County to the Contractor. The County agrees to pay such charges due and owing hereunder to the Contractor, upon receipt of the invoice. In the event that any amount is overdue, the Contractor may terminate this Contract. 9. The County is responsible for all taxes, fees, or other charges imposed by federal, state, or local laws and regulations.

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mhill@moorecountync.gov

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mhill@moorecountync.gov

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Randy Gould

rgould@moorecountync.gov

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J. Tyler Fitzgerald

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Security Level: Email, Account Authentication

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Signature Adoption: Pre-selected Style

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Caroline Xiong

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(None)

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Laura Williams

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Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

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Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication

(None)

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Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication

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Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication

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Samuel Ring

sring@moorecountync.gov

Security Level: Email, Account Authentication

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Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication

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Parties agreed to: Randy Gould, J. Tyler Fitzgerald, Caroline Xiong, Caroline Xiong

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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

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Agenda Item: Meeting Date: August 2, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: George T. Smith, III, Attorney with Nexsen Pruet DATE: July 26, 2022

SUBJECT: USGA Incentive Agreement amendment #1 PRESENTER: George T. Smith, III, Attorney with Nexsen Pruet

REQUEST: This is a request for the Board to approve the attached Amendment #1 to the USGA

Incentive Agreement. BACKGROUND: In 2021, the County entered into an Economic Development Incentive Agreement

with the United States Golf Association (USGA). Since then, USGA has announced that the World

Golf Hall of Fame will be relocating from Florida to Moore County and will be located within USGA's new facility in the County. Therefore, administrative amendments are required to the previously-executed Economic Development Incentive Agreement.

FINANCIAL IMPACT: None IMPLEMENTATION PLAN: None

RECOMMENDATION SUMMARY: Make a motion to approve the attached Amendment #1 to the USGA Incentive Agreement.

ATTACHMENTS: Amendment #1 to the USGA Incentive Agreement.

Agenda Item: Meeting Date: 08/02/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/26/2022 SUBJECT: Appointments / Transportation Advisory Board

REQUEST:

Appoint new member to the Transportation Advisory Board.

BACKGROUND: Ms. Dana Redfern with Drug Free Moore County has made application for appointment to the Transportation Advisory Board and is recommended by staff.

IMPLEMENTATION PLAN: Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion to appoint Dana Redfern to the Transportation Advisory Board for a three-year term expiring July 31, 2025.

ATTACHMENTS: Application

Peer Support Specialist, Recovery Coach for Drug Free Moore County. Have been in this work for 3 years.

Dana Redfern

112 Dundee Dr, Carthage NC

910-603-1750 drugfreemc3@gmail.com

06/30/2022

X