



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 18, 2020**

**REGULAR MEETING**

**4:30 PM – CALL TO ORDER**

**CLOSED SESSION** – *pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(4)*

**5:30 PM – INVOCATION** – *Rev. William Bullen, Lighthouse Assembly of God*

**PLEDGE OF ALLEGIANCE** – *Bryan Phillips, Public Safety Director*

**I. PUBLIC COMMENT PERIOD**

**II. ADDITIONAL AGENDA**

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

**III. APPROVAL OF CONSENT AGENDA**

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

- A. Minutes: August 4, 2020 Regular Meeting and Closed Session
- B. Tax Releases/Refunds – July 2020
- C. Budget Amendments
- D. Digital Learning Invoices
- E. Reimbursement to Moore County Citizens Pet Responsibility Committee
- F. Board of Elections Acceptance of CARES Act and HAVA Funds

**IV. RECOGNITIONS**

- A. David Sinclair (*Commissioners*)

**V. PRESENTATIONS**

- A. Tax – 2020 Session of the Board of Equalization and Review (*Commissioner Daeke*)
- B. Health Department – COVID-19 Update (*Robert Wittmann, Health Director*)
- C. Solid Waste – Proposed Relocation of Aberdeen Collection Site (*David Lambert, Solid Waste Director*)

## **VI. PUBLIC HEARINGS**

- A. Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance (*Rachel Patterson, GIS Manager*)
- B. Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40) at Armstead Road / US Hwy 1 (*Debra Ensminger, Planning/Transportation Director*)
- C. Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) at Love Grove Church Road (*Debra Ensminger, Planning/Transportation Director*)
- D. Public Hearing/Planning – Request for General Use Rezoning: Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2) at Juniper Lake Road (*Debra Ensminger, Planning/Transportation Director*)

## **VII. OLD BUSINESS**

## **VIII. NEW BUSINESS**

- A. Public Works – Request for Approval of Interlocal Agreement with Town of Vass for Phase 2 Sewer Project (*Randy Gould, Public Works Director*)
- B. Public Works – Request for Approval of Contract with Charles R. Underwood, Inc. for Emergency Repairs (*Randy Gould, Public Works Director*)
- C. Public Safety – Request for Approval for Purchase of Ambulance (*Bryan Phillips, Public Safety Director*)
- D. Public Safety – Request for Approval for Purchase of Ambulance Chassis and Remount (*Bryan Phillips, Public Safety Director*)
- E. Public Safety – Request for Approval of Contract Amendment # 1 for Stryker EMS Stretchers, and Budget Amendment (*Bryan Phillips, Public Safety Director*)
- F. Public Safety – Request for Approval of Memorandum of Agreement for State Acquisition Relocation Funds for Hurricane Florence (*Bryan Phillips, Public Safety Director*)

## **IX. APPOINTMENTS**

- A. Board of Health

## **X. ADDITIONAL AGENDA**

## **XI. MANAGER'S REPORT**

## **XII. COMMISSIONERS' COMMENTS**

## **XIII. CLOSED SESSION – *if needed***

## ADJOURNMENT

### ***COMMISSIONERS' UPCOMING MEETINGS/EVENTS:***

- **Transportation Advisory Board**, Wednesday, August 19, 3:00pm (*Gregory*)
- **Local Emergency Planning**, Thursday, August 20, 11:00am (*Ritter*)
- **Pre-agenda**, Wednesday, August 26, 9:30am (*Ritter*)
- **Regular Meeting**, Tuesday, September 1, 10:30am

**PUBLIC COMMENT PROCEDURES**  
**MOORE COUNTY BOARD OF COMMISSIONERS**

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

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

*Adopted on the 5<sup>th</sup> day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.*

*Revised on the 7<sup>th</sup> day of April 2015.*

*Revised on the 7<sup>th</sup> day of February 2017.*



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 4, 2020**

**REGULAR MEETING, 10:30 AM**

The Moore County Board of Commissioners convened for a regular meeting at 10:30am, Tuesday, August 4, 2020 in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

**Commissioners Present:**

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

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Chairman Quis called the meeting to order. GIS Manager Rachel Patterson led the Pledge of Allegiance and Rev. Archie Stevens of Priest Hill Presbyterian Church provided the invocation.

**PUBLIC COMMENT PERIOD**

There were no speakers.

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

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to remove an item regarding economic development Project Aerodome from the agenda.

**CONSENT AGENDA**

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

- Minutes: July 21, 2020 Regular Meeting and Closed Session
- Budget Amendment
- 2020 Urgent Repair Program and Associated Documents
- Resolution Authorizing Upset Bid Process for LRK # 00023101
- DSS Contract with ASAP Transportation Services, LLC
- FY21 School Nurse Funding Initiative Contract with Moore County Schools
- Rate Increase to FY20 Home and Community Care Block Grant Service Home Delivered Meals
- AIA Document G802 – 2017 Addendum – Clark Patterson Lee Architects

The budget amendment, Urgent Repair Program budget amendment, and resolution authorizing the upset bid process are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

## **RECOGNITIONS**

### Gurney Lee Williams 107<sup>th</sup> Birthday

Chairman Quis acknowledged the family of Gurney Lee Williams present at the meeting for the Board to honor Mr. Williams with a resolution in recognition of his 107<sup>th</sup> birthday. Mr. Williams was unable to be present but representatives of his family to the fifth generation were in attendance on his behalf. Chairman Quis read the resolution, and upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt it. Mr. Williams' daughter, Virginia Saunders, a former Moore County Commissioner, and his son, Ralph Williams, offered comments and thanked the Board for honoring their father. Commissioners Ritter and Graham also offered comment. Chairman Quis presented the resolution to Mr. Ralph Williams. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix D.

## **PRESENTATIONS**

### Health Department – COVID-19 Update

Health Director Robert Wittmann provided information to the Board regarding COVID-19. Deputy Health Director / Health Educator Matt Garner was also in attendance and assisted with the presentation. Documents distributed by Mr. Wittmann are hereby incorporated as a part of these minutes by attachment as Appendix E. Following presentation of information, Chairman Quis inquired with Mr. Wittmann regarding the number of congregant living facilities in Moore County and Mr. Wittmann reported there were sixteen and the Health Department had incident commander for those, and some testing had taken place the prior week and some was scheduled for the current week. Chairman Quis inquired regarding the effectiveness of the management of the pandemic in these facilities and Mr. Wittmann indicated they were doing everything they could as far as he could tell but noted it only took one asymptomatic person to spread the virus. Chairman Quis asked about the number of outbreaks in these facilities and Mr. Wittmann reported there were four. Chairman Quis asked about the current status of those four and Mr. Garner shared that three had been closed out and one appeared to be on the cusp of closing out. Commissioner Graham congratulated Mr. Wittmann and Mr. Garner on being proactive rather than reactive. Mr. Wittmann stressed the importance of wearing a face covering, washing hands, and waiting six feet apart in order to stop the spread of the virus. He noted that Moore County had a lower case count than its counterparts in the Triangle J Council of Government. Commissioner Gregory said the commissioners had been very concerned about the health and welfare of citizens since the beginning and that is one reason Mr. Wittmann had been asked to provide updates. He said he appreciated Mr. Wittmann coming and that he wanted him to continue to come to the Board meetings. Mr. Wittmann said he would be happy to do so and requested the Board members send him in advance any questions they had. Commissioner Gregory inquired regarding funding and Internal Auditor Tami Golden explained what had been spend and the process for drawing down available funds, as well as the timeline of availability of some funds. Mr. Wittmann discussed funds used for changes to location of staff in the department and nursing positions. Commissioner Gregory inquired about when procedures for migrant labor in Vass with regard to the virus had begun and Mr. Wittmann indicated in the beginning. Commissioner Graham asked whether the laborers brought certification of testing and Mr. Wittmann explained that they were screened before they boarded the bus and on the border but said he was not sure if they were doing actual testing. He said they did have all of their documents in order. Commissioner Graham asked again about whether they were tested and Mr. Wittmann indicated they were. Commissioner Gregory emphasized the Board's willingness to do all it could do to assist in ensuring the health and welfare of the public were being taken care of and said he wanted that communicated to the public. Chairman Quis asked what length of time it took to get results of tests completed in Moore County and Mr. Wittmann indicated 24-48 hours, though the hospital had more rapid testing.

## **PUBLIC HEARINGS**

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

GIS Manager Rachel Patterson requested the Board call a public hearing regarding amendment to the Road Name and Addressing Ordinance. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to call a public hearing for August 18, 2020 at 5:30pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add three roads to the ordinance.

### Call to Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40)

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding a general use rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to call for a public hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40) located on US Highway 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter.

### Call to Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20)

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding a general use rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to call for a public hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel located on the corner of Love Grove Church Road and Carthage Road, West End, owned by Johnny and Kathy Harris per Deed Book 5095, Page 156.

### Call to Public Hearing/Planning – Request for General Use Rezoning: Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2)

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding a general use rezoning request. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to call for a public hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2), Juniper Lake Road.

## **NEW BUSINESS**

### Public Works – Request for Approval of Water Purchase Agreement with Town of Aberdeen

Public Works Director Randy Gould requested the Board's approval of a water purchase agreement with the Town of Aberdeen. Commissioner Gregory asked if the cost would remain the same and Mr. Gould said the cost went up significantly. Chairman Quis asked how the cost compared with the cost of other sources and Mr. Gould indicated Aberdeen was one of the most expensive. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the water purchase agreement and resolution with the Town of Aberdeen and authorize the Chairman to sign. The resolution approving the agreement is hereby incorporated as a part of these minutes by attachment as Appendix F.

## **APPOINTMENTS**

### Board of Health

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Tony Price as an at-large member of the Moore County Board of Health for a three-year term expiring August 31, 2023.

### Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to reappoint Matt Garner and David Lambert to the Juvenile Crime Prevention Council and to appoint April Medlin as the parks and recreation representative of the Juvenile Crime Prevention Council for two-year terms expiring August 31, 2022.

### Planning Board

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Bobby Hyman to the Planning Board for a three-year term expiring August 31, 2023.

## **COMMISSIONERS' COMMENTS**

Chairman Quis noted the County was very fortunate to have not experienced problems from Hurricane Isaias, which had made landfall on the North Carolina coast overnight.

## **CLOSED SESSION**

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and regarding the case Walker Station et al vs. Moore County, and pursuant to N.C.G.S. 143-318.11(a)(4).

The Board exited closed session at approximately 1:30pm. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to come out of closed session and seal the minutes. The Board reported no action.

## **ADJOURNMENT**

There being no further business, upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the August 4, 2020, regular meeting of the Moore County Board of Commissioners at 1:35pm.

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Francis R. Quis, Jr., Chairman

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Gary E. Briggs, Tax Administrator   
**DATE:** August 11, 2020  
**SUBJECT:** Tax Releases/Refunds – Month of July 2020  
**PRESENTER:** Gary Briggs

**AGENDA PLACEMENT:** Consent Agenda

**REQUEST:**

27 real/personal/motor vehicle releases totaling \$17,522.66  
25 real/personal/motor vehicle relief-refunds totaling \$4,300.42

161 releases/refunds of less than \$100 each totaling \$5,230.17 were sent to the County Finance Officer for approval.

**BACKGROUND:**

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

**IMPLEMENTATION PLAN:**

Through month-end procedures and by Tax Department Staff.

**FINANCIAL IMPACT STATEMENT:**

Total - \$21,823.08 (breakdown attached)

**RECOMMENDATION SUMMARY:**

These release/refund requests are approved as shown on the attached sheets.

**SUPPORTING ATTACHMENTS:**

Release/Refund Requests  
Resolutions

**RESOLUTION AUTHORIZING AND APPROVING  
(CURRENT) RELEASES AND REFUNDS BY THE  
TAX ADMINISTRATOR**

**WHEREAS**, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

**BE IT RESOLVED** by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Francis R. Quis, Chairman

ATTEST:

\_\_\_\_\_  
Laura M. Williams  
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING  
(DELINQUENT) RELEASES AND REFUNDS BY THE  
TAX ADMINISTRATOR**

**WHEREAS**, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

**BE IT RESOLVED** by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Francis R. Quis, Chairman

ATTEST:

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Laura M. Williams  
Clerk to the Board

**REAL ESTATE / PERSONAL PROPERTY**

**RELEASES**

**OVER - \$100**

**July-20**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2020	25719	BALLENGER, ORVILLE R JR	QUALIFIES FOR VETERAN EXEMPTION	\$290.25
2020	39591	BEAN, MYRTLE	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$393.58
2020	67856	BRANN, GEOFFREY W	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$253.59
2020	29291	CALCUTT, EDWARD SHAW (LE) &	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$703.00
2020	29920	CULLER, GRADY L & LOIS F	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$510.58
2020	30367	EDMISTEN, GREALY EUGENE	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$232.14
2020	16303	ELLERBE, RAYMOND JR	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$187.00
2019	1005530	GARRY, MICHAEL RICHARD	MILITARY	\$229.86
2020	36621	GOINS, LILLIAN PARNELL V &	QUALIFIES FOR SENIOR EXEMPTION	\$230.44
2020	32878	HONETT, BRIAN H	HOUSE BILLED ON THIS PARCEL IN ERROR-WILL REBILL	\$1,460.48
2020	66265	HONETT, BRIAN H	RELEASE BILL - REBILL WITH HOUSE ON PROPERTY	\$232.66
2020	46584	MARTIN, RONALD EUGENE	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$591.89
2020	37561	MCCALL, RUBY L (LE)	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$267.85
2020	8853	MCINTOSH, SHARON E &	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$137.02
2020	47000	MCNEIL, EVA S	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$475.38
2019	1005367	MILLER, JAMES HOWARD	MILITARY	\$208.47
2020	33846	MOORE, MARGARET B (HRS) &	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$191.11
2020	47501	MURCHISON, IDA MAE	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$136.68
2020	47511	MURPHY, DOROTHY FAY	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$1,326.12
2020	22476	PERSON, ROSIE LEE	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$333.58
2020	65763	PUGA, CARLOS	QUALIFIES FOR VETERAN EXEMPTION	\$290.25
2019	9185	ROACH, BRENDON CARL	MILITARY	\$212.61
2020	33725	ROWLAND, JUDY S	PORTION OF ACREAGE REMOVED FROM LAND USE PROGRAM	\$5,655.30
2020	51088	VAMPLE, OTIS	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$264.35
2020	51131	WATSON, CLINTON E	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$158.41
2020	68573	WILLIAMSON, MITCHELL &	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$1,893.78
2020	23710	WOODWORTH, ROBERT A	TAXPAYER DECEASED BEFORE JUNE 31, 2020 - WILL REBILL	\$656.28
<b>TOTAL</b>				<b>\$17,522.66</b>

**VTS/REAL ESTATE/PERSONAL PROPERTY  
RELIEF - REFUNDS  
OVER - \$100  
July-20**

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2019	VTS - 0051864229	BOLTON BUILDERS INC	TAG SURRENDER	\$179.54
2019	VTS - 0050810054	CHANCE, FREDDIE HARRELL	TAG SURRENDER	\$273.42
2019	VTS - 0044968859	CLENDENIN, ANDREW CARPENTER	TAG SURRENDER	\$126.06
2019	VTS - 0053055626	CORDEAU, RONALD	TAG SURRENDER	\$222.36
2019	VTS - 0048129344	FCA US LLC	TAG SURRENDER	\$148.11
2019	VTS - 0048420543	GASH, ROBERT SCOTT	MILITARY	\$190.93
2019	VTS - 0051376560	HARJUNG, CAMERON RUSSELL	TAG SURRENDER	\$119.00
2019	VTS - 0035351275	HAROLD, BARBARA CORBETT	TAG SURRENDER	\$182.16
2019	VTS - 0048638368	IRELAND, NICHOLAS THOMAS	MILITARY	\$271.09
2019	VTS - 0053293659	LANGLEY, SAMANTHA LEANN	TAG SURRENDER	\$104.05
2019	VTS - 0052811111	LEE, JERRY RONDEL	TAG SURRENDER	\$115.06
2019	VTS - 0051648553	MUMFORD, TINA DENISE	TAG SURRENDER	\$229.32
2016	VTS - 0036514994	PIERCE, RYAN WILLIAM	MILITARY	\$134.08
2017	VTS - 0042169182	PIERCE, RYAN WILLIAM	MILITARY	\$117.47
2018	VTS - 0042169182	PIERCE, RYAN WILLIAM	MILITARY	\$115.86
2019	VTS - 0042169182	PIERCE, RYAN WILLIAM	MILITARY	\$107.73
2019	VTS - 0036207463	RING, ADAM VINCENT	TAG SURRENDER	\$234.01
2019	VTS - 0046160513	RITCHIE, ERIC RAY	TAG SURRENDER	\$228.51
2018	9522	ROACH, BRENDON CARL	MILITARY	\$206.70
2019	VTS - 0053567613	S&W EXCAVATION AND MORE LLC	TAG SURRENDER	\$134.37
2019	VTS - 0039300481	SHANNON, RUBY & JAMES	TAG SURRENDER	\$127.50
2019	VTS - 0055190830	STAHL, BENJAMIN FRANCIS IV	INCORRECT SITUS	\$135.73
2019	VTS - 0041275752	THOMPSON, STACY & JEFFREY	TAG SURRENDER	\$125.85
2018	VTS - 0045752900	YATES, MAXWELL LEE	MILITARY	\$187.44
2019	VTS - 0051262434	YATES, MAXWELL LEE	MILITARY	\$284.07
			<b>TOTAL</b>	<b>\$4,300.42</b>

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Finance Director

**DATE:** 08/10/2020

**SUBJECT:** Budget Amendments

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

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 and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	<b>Department / Fund</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>	<b>Journal</b>
1.	Tax	\$68,601 increase	Moore County Tax and Revaluation Department	Pictometry contract and Spatialist Software purchase	20163

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$68,601 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:

## **Budget Amendment Staff Report**

**Department:** Moore County Tax and Revaluation Department

### **Increase or Decrease of Amount of Funding:**

10016035 53872 Professional Services INCREASE \$68,601

10019000 32950 Appropriated Fund Balance INCREASE \$68,601

### **Source(s) of Funding:**

Tax Revaluation Reserve Fund Balance

### **Justification (please be specific):**

The current Tax Revaluation Fund Balance is \$179,783 as of 6/30/2020 prior to the year end close out for FY2020. Please appropriate \$33,601 for the balance due on the Pictometry contract, attached and an additional \$35,000 for the Spatialist Software purchase. The total appropriation from fund balance will be \$68,601 leaving \$111,182 in the Tax Revaluation Fund Balance. This balance is prior to the year end close out of FY20 and any additional appropriations that may be made at 6/30/2020.

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Tax Revaluation - Tax Revaluation Reserve Fund Balance

Revenue	10019000 32950	Appropriated Fund Balance	147,289	68,601	215,890
Expense	10016035 53872	Professional SVCS	-	68,601	68,601

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
 Frank Quis  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Finance Director

**DATE:** August 10, 2020

**SUBJECT:** Digital Learning Invoices

**PRESENTER:** Caroline L. Xiong



**REQUEST:**

Request the Board of Commissioners to approve the invoices for a total amount of \$311,223.02 (includes sales tax of \$3,011.60) submitted by Moore County School.

**BACKGROUND:**

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$2,521 was carried forward from FY19/20 with a revised budget of \$752,521. Currently, the available balance is \$752,521. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

**IMPLEMENTATION PLAN:**

Finance staff will process the payments of any invoices after the Board of Commissioners approves them.

**FINANCIAL IMPACT STATEMENT:**

The County has already budgeted \$752,521 in the Digital Learning budget in the General Fund.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the invoices as presented.

**SUPPORTING ATTACHMENTS:**

Invoices

WZ  
6/18/20

HA  
6/18/20

# Dell Financial Services™

See reverse side for important contact information.

**Special Messages for Moore County Board of Education** **Invoice Number: 80404665**

**Finance the total solution**  
At Dell Financial Services (DFS), we provide financing for Dell and non-Dell hardware, software, services and peripherals.  
To learn more, contact your Dell or DFS Account Manager.

Contract Summary		Contract: 810-9000570-000				
Contract Number 810-9000570-000	Due Date 07/01/20	Current Charges \$264,972.16	+	Past Due \$0.00	=	Total Due \$264,972.16

Invoice Date	May 02, 2020	Business Segment	030066
Invoice Number	80404665	Billing Period	07/01/20-06/30/21
Contract Number	810-9000570-000	Credits/Payments received (-) *since last invoice	\$0.00

RECEIVED  
JUL 13 2020  
MCS-FINANCE DEPT.

000744 1/98

Credits/Payments Since Last Invoice			
Contract Number	Invoice #	Description	Amount
810-9000570-000		Credits/Payments	\$0.00

Summary of Current Charges					
Contract Number	Sales Order	Description	TRANSACTION		
			Amount	Tax	Total
810-9000570-010 \$1.00 PURCHASE OPTION	PO# 8586277	RENTAL	\$132,490.69	\$0.00	\$132,490.69
<b>Total for 810-9000570-010</b>			<b>\$132,490.69</b>	<b>\$0.00</b>	<b>\$132,490.69</b>
810-9000570-011 \$1.00 PURCHASE OPTION	PO# 8586277	RENTAL	\$132,481.47	\$0.00	\$132,481.47
<b>Total for 810-9000570-011</b>			<b>\$132,481.47</b>	<b>\$0.00</b>	<b>\$132,481.47</b>
<b>Invoice Total</b>			<b>\$264,972.16</b>	<b>\$0.00</b>	<b>\$264,972.16</b>

Detail Information					
Equipment Information	Equipment Location	Transaction Description	TRANSACTION		
			Amount	Tax	Total
PO# 8586277 MOD# T0002810 TAG# DF31QN2 REF# T87615	810-9000570-010 141 James St Vass, NC 28394-9497 Vass, NC 0.00%	RENTAL 07/01/20-06/30/21	\$89.41	\$0.00	\$89.41

continued on next page

Please Detach Here

Please fill in the 'Amount Enclosed' and return the payment coupon with your check in the enclosed return envelope. Do not staple, paper clip, fold or tape the contents

**Dell Financial Services™**

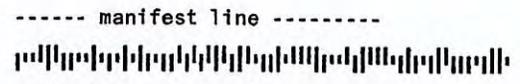
Please make your check payable to: Dell Financial Services. Include your 8 digit invoice number on your check or check skirt. Ensure the 'Amount Enclosed' equals check amount. For multiple lease payments, see reverse side for instructions. Do Not combine Lease payment with any other payment

Contract Number 810-9000570-000	Invoice Number 80404665	Current Charges \$264,972.16	Past Due Charges \$0.00	Total Due \$264,972.16	Due Date 07/01/20
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New Address or Phone Number? Visit us at [www.dell.com/dfs](http://www.dell.com/dfs) or check box and complete reverse side.

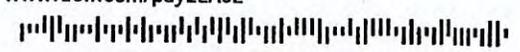
Address Change of Equipment Location

Amount Enclosed: \$



MOORE COUNTY BOARD OF EDUCATION  
LISA HEARN  
5277 US HWY 15/501S  
CARTHAGE, NC 28327

Looking for a more convenient way to pay your bill? To learn more, visit [www.dell.com/payLEASE](http://www.dell.com/payLEASE)



DELL FINANCIAL SERVICES LLC  
PAYMENT PROCESSING CENTER  
P.O. BOX 6547  
CAROL STREAM, IL 60197-6547

8109000570000100804046650026497216000002649721609000000

AAH 7/14/20  
 KB 7/14/20

**Dell Financial Services™**

See reverse side for important contact information.

**Special Messages for Moore County Board of Education** **Invoice Number: 80449163**

**Finance the total solution**  
 At Dell Financial Services (DFS), we provide financing for Dell and non-Dell hardware, software, services and peripherals.  
 To learn more, contact your Dell or DFS Account Manager.

81609135

Contract Summary				Contract: 001-9000570-000	
Contract Number	Due Date	Current Charges		Past Due	Total Due
001-9000570-000	08/01/20	\$8,800.86	+	\$0.00	=
					\$8,800.86

Invoice Date	June 02, 2020	Business Segment	030066
Invoice Number	80449163	Billing Period	08/01/20-07/31/20
Contract Number	001-9000570-000	Credits/Payments received (-) *since last Invoice	\$435,564.33

000842 1/156

Credits/Payments Since Last Invoice			
Contract Number	Invoice #	Description	Amount
001-9000570-000		Credits/Payments	\$435,564.33

Summary of Current Charges						
Contract Number	Sales Order	Product Type	Purchase Order #	Description	TRANSACTION	
					Amount	Tax
001-9000570-006	PO# 8585512	FAIR MARKET VALUE		PPT 2019 NC Moore Vass	\$2,756.80	\$187.20
					<b>Total for 001-9000570-006</b>	<b>\$2,756.80</b>
001-9000570-007	PO# 8585512	FAIR MARKET VALUE		PPT 2019 NC Moore Carthage	\$2,749.49	\$187.20
					<b>Total for 001-9000570-007</b>	<b>\$2,749.49</b>
001-9000570-008	PO# 8585512	FAIR MARKET VALUE		PPT 2019 NC Moore Vass	\$2,732.97	\$187.20
					<b>Total for 001-9000570-008</b>	<b>\$2,732.97</b>
<b>Invoice Total</b>					<b>\$8,239.26</b>	<b>\$561.60</b>
					<b>\$8,800.86</b>	



Please Detach Here

Please fill in the 'Amount Enclosed' and return the payment coupon with your check in the enclosed return envelope. Do not staple, paper clip, fold or tape the contents

**Dell Financial Services™**

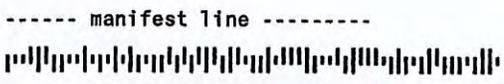
Please make your check payable to: Dell Financial Services. Include your 8 digit Invoice number on your check or check skirt. Ensure the 'Amount Enclosed' equals check amount. For multiple lease payments, see reverse side for instructions. Do Not combine Lease payment with any other payment

Contract Number	Invoice Number	Current Charges	Past Due Charges	Total Due	Due Date
001-9000570-000	80449163	\$8,800.86	\$0.00	\$8,800.86	08/01/20

New Address or Phone Number? Visit us at [www.dell.com/dfs](http://www.dell.com/dfs) or check box and complete reverse side.

Address Change of Equipment Location

Amount Enclosed: \$



Looking for a more convenient way to pay your bill? To learn more, visit [www.dell.com/payLEASE](http://www.dell.com/payLEASE)



MOORE COUNTY BOARD OF EDUCATION  
 LISA HEARN  
 5277 US HWY 15/501S  
 CARTHAGE, NC 28327

DELL FINANCIAL SERVICES LLC  
 PAYMENT PROCESSING CENTER  
 P.O. BOX 6547  
 CAROL STREAM, IL 60197-6547

001900057000010080449163000088008600000088008609000009

# BrandAdvantage

## Invoice

Date	Invoice #
6/15/2020	61520MOORE

Bill To
Moore County Schools Attn: Accounts Payable 5277 Hwy. 15-501 Carthage, NC 28327

Please remit all payments to:

**BrandAdvantage, Inc**  
PO Box 235  
Westwood, MA 02090

Ordered By:	Kendt Eklund
-------------	--------------

P.O. No.	Terms
8587578	Net 30

Quantity	Description	Rate	Amount
2,000	Custom Chromebook case - The Bookcase - Handles, Zippered Pocket, Removable Shoulder Straps	17.50	35,000.00T
40	Extra 2% at no cost to cover possible defects	0.00	0.00T
1	Shipping/delivery - included	0.00	0.00
	NC (4.5%) and Moore Cty (2.5%) sales tax Moore County Schools - PO# 8587578	2,450.00	2,450.00T
	Exempt from Massachusetts Sales tax - out of state Out-of-state sale, exempt from sales tax	0.00%	0.00

<b>Total</b>	<b>\$37,450.00</b>
--------------	--------------------

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$37,450.00</b>

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Tami Golden, Budget Manager/Internal Auditor

**DATE:** August 5, 2020

**SUBJECT:** Moore County Citizens' Pet Responsibility Committee (MCCPRC)

**PRESENTER:**

**REQUEST:**

Make a motion to reimburse the Moore County Citizens' Pet Responsibility Committee (MCCPRC) the total amount of \$4,912.85 which consists of:

- the balance of the NCVMA (North Carolina Veterinary Medicine Association) Grant of \$3,184.04
- and the balance of donations received by the county on behalf of the MCCPRC of \$1,728.81.

These funds were used to provide education materials to 4<sup>th</sup> graders on spaying and neutering your pets prior to MCCPRC becoming a separate non-profit corporation 501(c)(3) on June 15, 2020.

**BACKGROUND:**

The Moore County Citizens' Pet Responsibility Committee was a committee established by the Moore County Board of Commissioners on February 20, 2006. The purpose of the committee was to educate 4<sup>th</sup> graders in Moore County Schools on spaying and neutering their pets. Donations were received by the county on behalf of the Pet Responsibility Committee.

The Moore County Board of Commissioners approved the NCVMA (North Carolina Veterinary Medicine Association) Grant and the associated budget amendment of \$5,000 at their February 18, 2020 meeting.

Both funding sources (grant and donations) are kept separate within the 240 Fund and audited by the Internal Auditor. Reimbursements by check were made for supplies and materials as requested with the proper backup.

On June 15, 2020 the Moore County Citizens' Pet Responsibility Committee became a separate non-profit corporation through the NC Department of the Secretary of State, operating exclusively for educational and charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code. This corporation is organized

exclusively for educational purposes and for preventing cruelty to animals, pet overpopulation and euthanasia.

**IMPLEMENTATION PLAN:**

To reimburse the Moore County Citizens' Pet Responsibility Committee for remaining donations the county collected on behalf of the MCCPRC as well as any remaining funds on the NCVMA grant which totals to \$4,912.85. These funds are located in the 240 Multi-Year Grant and Donation Fund of Moore County.

**FINANCIAL IMPACT STATEMENT:**

To reimburse the Moore County Citizens' Pet Responsibility Committee for remaining donations the county collected on behalf of the MCCPRC as well as any remaining funds on the NCVMA grant which is a total of \$4,912.85. These funds are currently located in the 240 Multi-Year Grant Funds of Moore County. This will close out any balances the county has on their books for the MCCPRC.

**RECOMMENDATION SUMMARY:**

Make a motion to reimburse the Moore County Citizens' Pet Responsibility Committee (MCCPRC) the total amount of \$4,912.85 which consists of:

- the balance of the NCVMA (North Carolina Veterinary Medicine Association) Grant of \$3,184.04
- and the balance of donations received by the county on behalf of the MCCPRC of \$1,728.81.

**SUPPORTING ATTACHMENTS:**

1. PRC Status of Funds remaining on the County's books in Fund 240 Multi-Year Grants/Donations.
2. NC Department of the Secretary of State – Articles of Incorporation 501(c)(3) non-profit corporation status filed on June 15, 2020.

**Pet Responsibility Committee**  
**Status of Funds on Moore County Books 7/23/2020**

**1. NCVMA High 5 Grant funding to PRC**

\$5,000.00 Grant Award received and approved by the Board of Commissioners 2/18/2020 from the NCVMA

- \$1,204.66 Pd to Angela Zumwalt on 3/3/2020	customized folders, tent cards, pawsome bracelets
- \$160.48 Pd to Angela Zumwalt on 6/2/2020	upgrade to Office 2019
- \$450.82 Pd to Angela Zumwalt on 6/22/2020	crayons, Fido Copies at Staples, 10 copies of Dog Patrol

**\$3,184.04 Balance remaining in 24070072 53257 as of 7/23/2020**

**2. Donations received by the County for PRC use**

\$250.00	9/18/2018	Donations Received	date
\$725.00	2/19/2019	Donations Received	date
\$250.00	4/16/2019	Donations Received	date
\$25.00	8/6/2019	Donations Received	date
\$250.00	8/20/2019	Donations Received	date
\$1,000.00	10/15/2019	Donations Received	date
\$250.00	12/3/2019	Donations Received	date
\$125.00	1/7/2020	Donations Received	date
\$600.00	1/21/2020	Donations Received	date
\$50.00	2/18/2020	Donations Received	date
<u>\$250.00</u>	4/21/2020	Donations Received	date
\$3,775.00			

**Funds Spent using donations:**

- \$112.76	10/1/2018	All reimbursements are for tent
- \$48.60	10/1/2018	cards, binders, document frames
- \$88.64	10/1/2018	cards, binders, document frames,
- \$404.74	2/21/2019	copying, paper lunch bags, and
- \$320.26	3/21/2019	posters
- \$153.10	4/25/2019	
- \$96.90	5/9/2019	
- \$182.72	2/3/2020	
<u>- \$638.47</u>	6/22/2020	
- \$2,046.19		

**\$1,728.81 Balance remaining in 24021570 56297 as of 7/23/2020**

**\$4,912.85 Total PRC Funds remaining in Fund 240 as of 7/23/2020**



# NORTH CAROLINA

## Department of the Secretary of State

---

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

### MOORE COUNTY CITIZENS' PET RESPONSIBILITY COMMITTEE

the original of which was filed in this office on the 15th day of June, 2020.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of June, 2020.

*Elaine F. Marshall*

Secretary of State

SOSID: 1995392  
Date Filed: 6/15/2020 11:42:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
C2020 164 01355



**MOORE COUNTY**  
**CITIZENS' PET RESPONSIBILITY COMMITTEE**

A North Carolina Non-profit Corporation

**ARTICLES OF  
INCORPORATION**

**ARTICLE I  
NAME**

**1.01 Name**

The name of this corporation shall be Moore County Citizens' Pet Responsibility Committee.

**ARTICLE II  
DURATION**

**2.01 Duration**

The period of duration of the corporation is perpetual.

**ARTICLE III  
PURPOSE**

**3.01 Purpose**

The Moore County Citizens' Pet Responsibility Committee is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. Said corporation is organized exclusively for educational purposes and for preventing cruelty to animals, pet overpopulation and euthanasia.

Ce

### **3.02 Non-Profit**

Moore County Citizens' Pet Responsibility Committee is designated as a non-profit corporation.

## **ARTICLE IV NON-PROFIT NATURE**

### **4.01 Non-profit Nature**

Moore County Citizens' Pet Responsibility Committee is organized exclusively for charitable and educational purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the net earnings of Moore County Citizens' Pet Responsibility Committee shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Moore County Citizens' Pet Responsibility Committee is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

### **4.02 Personal Liability**

No officer or director of this corporation shall be personally liable for the debts or obligations of Moore County Citizens' Pet Responsibility Committee of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of this corporation.

### **4.03 Dissolution**

Upon termination or dissolution of the Moore County Citizens' Pet Responsibility Committee, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 (or described in any corresponding provision of any successor statute) which organization or organizations have

a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the Moore County Citizens' Pet Responsibility Committee hereunder shall be selected by the discretion of a majority of the managing body of the Moore County Citizens' Pet Responsibility Committee and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the Moore County Citizens' Pet Responsibility Committee by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of North Carolina.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to this corporation, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of North Carolina to be added to the general fund.

#### **4.04 Prohibited Distributions**

No part of the net earnings or properties of this corporation, on dissolution or otherwise, shall inure to the benefit of, or be distributable to, its members, directors, officers or other private person or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III, Section 3.01.

#### **4.05 Restricted Activities**

No substantial part of the corporation's activities shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office.

#### **4.06 Prohibited Activities**

Notwithstanding any other provision of these Articles, the corporation shall not carry on any activities not permitted to be carried on (I) by a corporation exempt from federal income tax as an organization described by Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (II) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

### **ARTICLE V BOARD OF DIRECTORS**

**5.01 Governance**

The Moore County Citizens' Pet Responsibility Committee shall be governed by its board of directors.

**5.02 Initial Directors**

The initial directors of the corporation shall be Angela Patricia North, Mary Ann Root and Barbara Gail Ross

**ARTICLE VI  
MEMBERSHIP**

**6.01 Membership**

The Moore County Citizens' Pet Responsibility Committee shall have no members. The management of the affairs of the corporation shall be vested in a board of directors, as defined in the corporation's bylaws.

**ARTICLE VII  
AMENDMENTS**

**7.01 Amendments**

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

**ARTICLE VIII  
ADDRESSES OF THE CORPORATION**

**8.01 Corporate Address**

The address of the corporation is:

Moore County Citizens' Pet Responsibility Committee  
2140 Airport Road  
Whispering Pines, Moore County, NC 28327

The mailing address of the corporation is:

Moore County Citizens' Pet Responsibility Committee  
2140 Airport Road  
Whispering Pines, Moore County, NC 28327

**ARTICLE IX**  
**APPOINTMENT OF REGISTERED AGENT**

**9.01 Registered Agent**

The registered agent of the corporation shall be:

Angela Patricia North  
2140 Airport Road  
Whispering Pines, Moore County, NC 28327

**ARTICLE X**  
**INCORPORATOR**

The incorporators of the corporation are as follow:

Angela Patricia North, 2140 Airport Road, Whispering Pines, Moore County, NC 28327  
Mary Ann Root, 1 York Place, Pinehurst, Moore County, NC 28374  
Barbara Gail Ross, 6 Augusta Drive, Southern Pines, Moore County, NC 28387

**CERTIFICATE OF ADOPTION OF ARTICLES OF INCORPORATION**

We, the undersigned, do hereby certify that the above stated Articles of Incorporation of the Moore County Citizens' Pet Responsibility Committee were approved by the board of directors on 06/12/2020 and constitute a complete copy of Articles of Incorporation of the Moore County Citizens' Pet Responsibility Committee

Angela Patricia North Angela Patricia North  
2140 Airport Road, Whispering Pines, NC 28327

Mary Ann Root Mary Ann Root  
1 York Place, Pinehurst, NC 28374

Barbara Gail Ross Barbara Gail Ross  
6 Augusta Drive, Southern Pines, NC 28387

**ACKNOWLEDGMENT OF CONSENT  
TO APPOINTMENT AS REGISTERED AGENT**

I, Angela Patricia North, agree to be the registered agent for the Moore County Citizens' Pet  
Responsibility Committee as appointed herein.

Angela Patricia North  
Angela Patricia North, Registered Agent

Date: 06/12/2020

VIII.F.  
**Agenda Item:**  
**Meeting Date:** August 18, 2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Glenda M. Clendenin, Director

**DATE:** August 10, 2020

**SUBJECT:** Approval to Accept 2020 Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funds & 2020 Help America Vote Act (HAVA) Funds – Election Administration Preparedness for 2020 Federal Elections in the Amount of \$98,207. 00 CARES ACT FUNDS and in the amount of \$10,000.00 Minimum Subgrant 2020 HAVA Funds to Maximum \$250,000.00, depending on available funding.

**REQUEST:**

To make a motion for the County of Moore to Accept the Approval to Accept 2020 Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funds & 2020 Help America Vote Act (HAVA) Funds – Election Administration Preparedness for 2020 Federal Elections in the Amount of \$98,207. 00 CARES ACT FUNDS and in the amount of \$10,000.00 Minimum Subgrant 2020 HAVA Funds to Maximum \$250,000.00, depending on available funding and to approve the budget amendment for funds. As directed by the North Carolina State Board of Elections, the Moore County Elections Director is to sign sub grant agreements for the Board of Elections.

**BACKGROUND:**

**CARES ACT Funds**

In March 2020, Congress passed, and the President signed into law, the CARES Act to deliver an economic relief package to assist the country in coping with the public health and economic impacts of COVID-19. The CARES Act includes \$400 million in emergency funds made available to states to prevent, prepare for, and respond to the coronavirus for the 2020 federal election cycle. North Carolina’s share of the federal funds is \$10,947,139. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,120,497. Each county board of elections will receive a portion of the State’s CARES Act funding, which must be used in compliance with the requirements in S.L. 2020-17 and the federal 2020 CARES Act in connection with the November 3, 2020 General Election.

Each county has the option to either receive the county’s CARES Act subgrant in an upfront, lump sum amount, or request that the State Board of Elections manage the county’s CARES Act subgrant while following the county’s spending directives. A Grant Request Disbursal Package has been received and will be completed upon approval of the Board of Commissioners.

### 2020 HAVA Funds

In December 2019, Congress passed, and the President signed into law, the Consolidated Appropriations Act of 2020. The Act includes \$425 million in new Help America Vote Act (HAVA) funds, made available to states to improve the administration of elections for Federal office, including to enhance technology and make election security improvements. North Carolina's share of the federal funds is \$11,677,441. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,335,488. Each county can receive reimbursements for eligible HAVA expenses, with a minimum reimbursement amount of \$10,000 per county. Counties can receive up to a maximum reimbursement of \$250,000, on a first-come, first-served basis until the total funds available are expended.

### **FINANCIAL IMPACT:**

With this funding, Moore County Board of Elections will be able to expand the safety of its voters, precinct officials, and Elections personnel and meet the Emergency requirements dictated by the Governor and the Emergency Orders from the Executive Director of the State Board of Elections without the financial burden of the added expenses directly impacting the county's local budget.

**IMPLEMENTATION PLAN:** To follow directives and guidance from the State Board of Elections.

### **RECOMMENDATION SUMMARY:**

Make a motion to ... accept the stated allocations of the 2020 Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funds & 2020 Help America Vote Act (HAVA) Funds – Election Administration Preparedness for 2020 Federal Elections and for stated funding to be issued directly to Moore County in a lump-sum payment, to be deposited into a separate, interest-bearing account.

### **ATTACHMENTS:**

Email from State Board of Elections Executive Director which includes  
Notice of Subgrant – federal 2020 CARES Act Funds and federal 2020 HAVA funding allocated by the NC General Assembly  
Copy of Acceptance Form to be Executed by Election Director  
Guidance on Use of HAVA Funds for Expenses Related to COVID-19



# NORTH CAROLINA STATE BOARD OF ELECTIONS

*Mailing Address:*  
P.O. Box 27255,  
Raleigh, NC 27611

(919) 814-0700 or  
(866) 522-4723

*Fax:* (919) 715-0135

July 15, 2020

**To:** County Directors of Elections

**From:** Karen Brinson Bell, Executive Director  
Amy Strange, Chief Operating Officer

**Re:** 2020 Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funds &  
2020 Help America Vote Act (HAVA) Funds – Election Administration  
Preparedness for 2020 Federal Elections

This packet contains information on federal 2020 CARES Act funding and federal 2020 HAVA funding allocated to your county by the North Carolina General Assembly in Session Law 2020-17, sections 11.1, 11.2 and 11.3.

#### **CARES Act Funds**

In March 2020, Congress passed, and the President signed into law, the CARES Act to deliver an economic relief package to assist the country in coping with the public health and economic impacts of COVID-19. The CARES Act includes \$400 million in emergency funds made available to states to prevent, prepare for, and respond to the coronavirus for the 2020 federal election cycle. North Carolina's share of the federal funds is \$10,947,139. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,120,497. Each county board of elections will receive a portion of the State's CARES Act funding, which must be used in compliance with the requirements in S.L. 2020-17 and the federal 2020 CARES Act in connection with the November 3, 2020 General Election.

Each county has the option to either receive the county's CARES Act subgrant in an up-front, lump sum amount, or request that the State Board of Elections manage the county's CARES Act subgrant while following the county's spending directives. *A Grant Request Disbursal Package will be forthcoming to all counties by Friday, July 17, 2020.*

#### **2020 HAVA Funds**

In December 2019, Congress passed, and the President signed into law, the Consolidated Appropriations Act of 2020. The Act includes \$425 million in new Help America Vote Act (HAVA) funds, made available to states to improve the administration of elections for Federal office, including to enhance technology and make election security improvements. North Carolina's share of the federal funds is \$11,677,441. In June 2020, the North Carolina General Assembly passed, and the Governor signed into law, House Bill 1169, which appropriated required State matching funds of \$2,335,488. Each county can receive reimbursements for eligible HAVA expenses, with a minimum reimbursement amount of \$10,000 per county. Counties can receive up to a maximum reimbursement of \$250,000, on a first-come, first-served basis until the total funds available are expended.

## NOTICE OF SUBGRANT -2020 HAVA Funds

Subgrantee:	Moore County Board of Elections
Subgrantee Address:	700 Pinehurst Avenue Carthage, NC 28327
Agreement Number: NC20101001-63	Budget Period: 7/1/2020 – 6/30/2021
<b>Funds Description</b>	
This obligation of funds constitutes the Subgrantee’s share, as authorized under Session Law 2020-17, of \$11,677,441 of federal and \$2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.	
<b>Funding Information</b>	
<b>Description</b>	<b>Amount</b>
Reimbursement Minimum [S.L. 2020-17 Sec. 11.2.(a)]	\$10,000.00
Reimbursement Maximum [S.L. 2020-17 Sec. 11.2.(a)]	\$250,000.00, depending on available funding
<b>Permissible Uses</b>	
<p>Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including:</p> <ul style="list-style-type: none"> <li>• Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements</li> <li>• Educating voters concerning voting procedures, voting rights, and voting technology.</li> <li>• Training election officials, poll workers, and election volunteers.</li> <li>• Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes.</li> <li>• Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language.</li> <li>• Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information.</li> <li>• Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections.</li> </ul>	
<b>Grant Administration</b>	
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).	

## NOTICE OF SUBGRANT -2020 CARES Act Funds

Subgrantee:	Moore County Board of Elections	
Subgrantee Address:	700 Pinehurst Avenue Carthage, NC 28327	
Agreement Number: 03-25-63	Budget Period: 7/1/2020 – 12/31/2020	
<b>Funds Description</b>		
This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, of \$10,947,139 of federal and \$2,120,497 of state matching funds awarded under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 for the 2020-2021 fiscal year to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle.		
<b>Funding Information</b>		
<b>Description</b>	<b>Permissible Uses</b>	<b>Amount</b>
Base Funding [S.L. 2020-17 Sec. 11.1(b)(1/2/3)]	Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle, including but not limited to: --Providing for increased postage costs for mail-in absentee ballots sent out by the county board of elections. --Ensuring an adequate number of poll workers by (i) use of advertising or public awareness campaigns or (ii) offering incentive compensation and other pay increases. --Recruiting members and promoting the use of multi-partisan assistance teams.	\$20,000
Second Primary Funding [S.L. 2020-17 Sec. 11.1(b)(4)]	Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during the June 23 Second Primary election for federal office.	\$0
One-Stop Voting Funding [S.L. 2020-17 Sec. 11.1(b)(5)]	Early one-stop voting-related expenses that are specifically to prevent, prepare for and respond to the coronavirus pandemic.	\$41,895
Remaining Funding [S.L. 2020-17 Sec. 11.1(c)]	Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle.	\$36,312
<b>Total CARES Act Funding</b>		<b>\$98,207</b>

<b>Grant Administration</b>
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).
<b>Reporting Requirements</b>
Counties receiving lump sum payments must send monthly reports accounting for the county's use of funds to the State Board of Elections by the following deadlines: <ul style="list-style-type: none"><li>a. September 16, 2020</li><li>b. October 16, 2020</li><li>c. November 16, 2020</li><li>d. December 16, 2020</li><li>e. January 15, 2021</li><li>f. February 16, 2021</li></ul>
No reports are due from counties whose funds are managed by the State Board of Elections.

[Place on county letterhead]

[Date]

To: Karen Brinson Bell, Executive Director  
State Board of Elections  
[CARESFunding@ncsbe.gov](mailto:CARESFunding@ncsbe.gov)

Dear Director Bell:

[County name] County received the Notice of Subgrant for the federal CARES Act funding, and requests that the grant funds be disbursed as follows (select one):

- The amount of the subgrant be issued directly to the county in a lump-sum payment, to be deposited into a separate, interest-bearing account.
- The amount of the subgrant be maintained on deposit with the State of North Carolina in a separate, interest bearing account.

[County] acknowledges that it will adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).

[County] further acknowledges that it will adhere to all federal spending requirements under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 for the 2020-2021 fiscal year to prevent, prepare for, and respond to the coronavirus pandemic during the 2020 federal election cycle.

[County] further acknowledges that it will adhere to all State spending requirements under the S.L. 2020-17, sections 11.1, 11.2 and 11.3.

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Printed Name

Elections Director

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County Name

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Signature

Date

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## **Guidance on Use of HAVA Funds for Expenses Related to COVID-19**

State and local election officials are concerned about the COVID-19 pandemic and its impact on upcoming primaries and the November general election. The EAC has received several requests for guidance on the allowability of using HAVA funds to cover costs they are incurring as a result of the pandemic. This guidance and the FAQs address the use of HAVA funds for such expenditures, including those necessary to protect the health and safety of poll workers, voters, and staff. In addition, the Office of Management and Budget issued guidance on administrative relief for grantees impacted by the pandemic. EAC has incorporated relevant elements of that guidance below.

This guidance applies to all HAVA funds granted to the state, including recent HAVA section 101 funds awarded with 2018 and 2020 appropriations. The guidance will be posted on the EAC website, and we will add FAQs as we receive additional questions. There are already extensive FAQs on the website related to the allowability of costs under HAVA grants which are also relevant to the current pandemic. The EAC wants to provide flexibility to the states to meet unexpected needs related to the pandemic and will work with you to determine if adjustments you want to make to your budgets and plans will require EAC prior approval.

HAVA neither expressly authorizes nor prohibits the use of section 101 or section 251 funds for expenditures necessary to protect against and respond to a pandemic. Both sections provide payments for the purposes of improving the administration of elections for federal office, which can include expenditures that would protect staff and poll workers; secure physical locations, and address unexpected expenses due to the COVID-19 pandemic during a federal election. The costs must still meet standards set in general federal grants regulations as described below.

### **Allowable, Allocable, and Reasonable Costs**

Guidelines and requirements governing allowable costs under grants are found in 2 CFR 200.400, Subpart E, Cost Principles. To be allowable under a grant, costs must be necessary, reasonable and allocable to the grant. This is an assessment each state makes, but the EAC is of the opinion that expenditures related to the protection of the health and safety of poll workers, staff, and voters during federal elections as well as those resulting from unanticipated increased demand for vote by mail costs (e.g. printing ballots, postage, etc.), equipment, temporary staff, and similar costs due to COVID-19 would satisfy these elements.

#### *Allowable Costs*

An allowable cost is one that is necessary and reasonable for the proper and efficient performance and administration of the activities funded under the grant. Examples of allowable costs in this context could include cleaning supplies and protective masks for staff and poll workers, resources to meet an unanticipated increased demand for mail ballots due to self-isolation and quarantine in response to COVID-19, and temporary staff to process the increased absentee ballot demand. Allowable costs would not include those that are currently paid with state or local election jurisdiction funds, such as the regularly anticipated demand for mail ballots. *See 2 CFR 200.403.*

#### *Allocable Costs*

An allocable expense is one that is directly related to the objectives and activities planned under the grant and included in the approved budget for the grant. This can include providing increased physical security for federal elections. *See* 2 CFR 200.404. If a state thinks that its approved budget does not include a line item that covers such expenses, staff may request approval from EAC for a budget amendment. Grantees can re-allocate funds to other line items up to 10% of the budget without approval from EAC.

Costs that would not be allocable would be costs incurred for state or administrative staff that are not working on activities supported under the grant. In some cases, a cost might only be partially allocable to the grant, e.g. In addition and for example, if the approved grant budget currently only includes costs associated with post-election auditing, you cannot allocate costs related to printing additional ballots to the grant. However, you can request a budget amendment from EAC to include costs related to voting systems and, thus, printing ballots. The EAC will work to approve such budget amendments within 48 hours.

### *Reasonable Costs*

Finally, the cost is considered reasonable if, by its nature and amount, it does not exceed what a prudent person would pay under the circumstances. It can be based on frequency of use, actual cost for the products, and other relevant factors. Any expenditures in response to COVID-19 would require the same analysis as other costs. *See* 2 CFR 200.405.

### **OMB Guidance**

The guidance provided by OMB allowed federal agencies additional flexibility related to grant application deadlines, approval to allow non-competitive continuations, publication of grant application instructions and no-cost extensions on expiring grants that don't apply to EAC grantees at this time. This section describes the areas that EAC determined apply to all its grantees.

#### **1. OMB Guidance: Allowability of salaries and other project activities.** (2 CFR § 200.403, 2 CFR § 200.404, 2 CFR § 200.405)

Awarding agencies may allow recipients to continue to charge salaries and benefits to currently active federal awards consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, federal and non-federal.

*Applicability to EAC Grants:* EAC does not anticipate a situation in which the activities supported under current HAVA grants could not continue during the pandemic. Grant funds can be spent on activities that improve the physical as well as cyber security of elections which include activities related to the pandemic. However, states may continue to pay staff supported with HAVA funds if they must stop working on grant-funded activities to focus on other areas. You must notify EAC in these situations and maintain appropriate records and cost documentation to substantiate the charging of salaries related to interruption of grant operations or services.

#### **2. Allowability of Costs not Normally Chargeable to Awards.** (2 CFR § 200.403, 2 CFR § 200.404, 2 CFR § 200.405)

Awarding agencies may allow recipients who incur costs related to the cancellation of events, travel, or other activities necessary and reasonable for the performance of the award, or the pausing and restarting of grant funded activities due to the public health emergency, to charge these costs to their award without regard to 2 CFR § 200.403, *Factors affecting allowability of costs*, 2 CFR § 200.404, *Reasonable costs*, and 2 CFR § 200.405, *Allocable costs* an agency program official.

*Applicability to EAC Grants* Under normal circumstances, costs related to cancellation fees for meetings, training, or travel might not meet the reasonable or necessary standard under a grant. As authorized by OMB guidance for administrative relief at this time, EAC will allow states to claim such costs under the grant without prior approval as well as costs incurred for pausing and restarting activities. In addition, given the importance of ensuring elections go forward with as little disruption as possible, additional costs states incur to conduct virtual trainings and other activities vital to improving the administration of federal elections, can be claimed under the grant. The standard requirements to maintain appropriate records and cost documentation still apply. See 2 CFR § 200.302 - Financial management and 2 CFR § 200.333 - Retention requirement of records, to substantiate the charging of any cancellation or other fees related to interruption of operations or services.

### **3. Exemption of certain procurement requirements. (2 CFR§ 200.319(b), 2 CFR§ 200.321)**

Awarding agencies may waive the procurement requirements contained in 2 CFR§ 200.319(b) regarding geographical preferences and 2 CFR§ 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms.

*Applicability to EAC Grants:* OMB has eased procurement restrictions on geographic preference (2 CFR§ 200.319(b) and procurement requirements regarding contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR§ 200.321). States are required to follow their state procurement processes under the EAC grants and these sections of 2 CFR don't apply to states. However, your state may have similar requirements they are easing.

## **Frequently Asked Questions**

**Q: My state is about to adopt rules that will allow mail ballots in more circumstances than are currently allowed in both our upcoming primary and general elections. As a result, we will incur expenses for a second printing of primary ballots and a larger printing of general election ballots. Can we use HAVA funds to cover these costs?**

**A:** Increased costs you incur related to all aspects of voting by mail are allowable to the extent that they represent expenditures you are incurring as a result of the pandemic and you are not supplanting funds already allocated under your state budget authority to cover the costs. For example, you may have funds for mail ballots in the general election in your current state budget, but not for a second printing of primary ballots. For the general election ballots, HAVA funds can be used to cover the costs of the increase in absentee ballots you need due to the pandemic that are not already covered by state funds. For the primary ballots, you could use HAVA funds to cover the total cost of the second printing. One caution, these costs may become an ongoing expense. Covering them with a one-time funding source such as HAVA funds solves an immediate problem, but the costs will inevitably be assumed by the state or local government upon the exhaustion of federal funds.

**Q: We have not submitted our program narrative and budget yet for our 2020 Election Security grant. Can we spend those funds or must we use our remaining 251 or 101 funds awarded in 2018?**

A: You may use any of the funds. However, you cannot use remaining 251 funds for this purpose unless you have already met all the requirements in Title III or the amount will be minimal as defined in Section 251(b)2 of HAVA. The EAC has already awarded your 2020 funds and the project period in the Notice of Grant Award you received began on December 21, 2019. Any expenditures you incur after that date can be claimed against the grant. When you submit your narrative and budget you can describe how you have used or plan to use the funds to secure federal elections during this pandemic.

**Q: My state will incur new costs to communicate changes in mail ballot rules that will result from the pandemic. Can we use HAVA funds to cover those costs?**

A: Yes, costs to communicate changes in voting processes due to the pandemic are allowable costs. Keep in mind that HAVA funds can be used to provide information on voting procedures, rights or technology. Items intended to "get out the vote" or merely encourage voting do not meet this requirement.

**Q: We need to move polling places from assisted living facilities to other sites associated with senior citizens and may need to lease the new space. Can we use HAVA funds to cover those costs?**

A: Yes, unanticipated costs to lease polling facilities are allowable costs.

**Q: Some local election offices do not have laptops for all staff so they can work remotely during this pandemic office shutdown. Can we use HAVA funds to buy laptops for those employees?**

A: Yes, those would be allowable costs. However, please be aware that you must also ensure you have appropriate security measures in place (tokens, VPN access only, etc.) if they will be accessing your shared system.

**Q: We expect to receive a much higher percentage of absentee ballots and need to purchase more automated letter opening equipment and scanners. Can we use HAVA funds to purchase more equipment? Can we lease the equipment?**

A: Yes, those would be allowable costs, with the caveat that you need to ensure the costs are allocated to the grant in appropriate proportions. If you decide to lease the equipment, you must also follow requirements in Section 200.465 of 2 CFR which outline circumstances you should consider in determining whether to lease or buy the equipment.

**Q: We expect to receive a much higher percentage of absentee ballots and need to hire temporary staff to prepare ballots for mailing. Can we use HAVA funds for this purpose?**

A: Yes, you may hire temporary staff under these circumstances and to provide additional temporary help to process returned ballots.

**Q: We expect to experience an increase in personnel costs for the Absentee Election Managers due to the COVID-19 pandemic. Our run off was postponed from 03/31/20 to 07/14/20 which greatly extends the required work time for the AEMs. Would it be permissible to use a portion of the 2020 HAVA funds to help cover this increased personnel cost?**

**A: Yes, this is an allowable cost directly related to the pandemic.**

**Agenda Item:** V.A.  
**Meeting Date:** 08/18/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Gary E. Briggs, Tax Administrator   
**DATE:** August 5, 2020  
**SUBJECT:** 2020 Session of the Moore County Board of Equalization and Review  
**PRESENTER:** Jerry Daeke

**REQUEST:**

Mr. Jerry Daeke, Chairman of the Moore County Board of Equalization and Review, would like to appear before the Board of Commissioners to apprise them of the Board of Equalization and Review's activities for 2020.

**BACKGROUND:**

North Carolina General Statute 105-322 and 105-323.

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

N/A

**RECOMMENDATION SUMMARY:**

Receive report on the 2020 activities for Board of Equalization and Review.

**SUPPORTING ATTACHMENTS:**

Board of Equalization and Review 2020 Fact Sheet  
Board of Equalization and Review Endorsement  
North Carolina General Statute 105-322 and 105-323

# BOARD OF EQUALIZATION AND REVIEW 2020 FACT SHEET

TOTAL NUMBER OF PARCELS IN MOORE COUNTY	72,318
TOTAL NUMBER OF PARCELS REVIEWED BY THE BOARD	34
TOTAL OTHER APPEALS (PERSONAL PROPERTY, LATE APPLICATIONS, EXEMPTIONS, AUDITS, MOTOR VEHICLES)	59

## BOARD DECISIONS

TOTAL NUMBER OF PARCELS DECREASED IN VALUE*	12
TOTAL NUMBER OF PARCELS INCREASED IN VALUE	1
TOTAL NUMBER OF PARCELS WITH NO CHANGE IN VALUE	21
VALUE OF PARCELS REVIEWED BY BOARD OF EQUALIZATION AND REVIEW	\$9,727,290
NET ADJUSTMENT BY BOARD	<b>(\$287,940)</b>
VALUE AFTER TOTAL ADJUSTMENTS AT BOARD'S ADJOURNMENT	\$9,439,350
PERCENT CHANGE (decrease of real property under appeal only)	<b>-2.96%</b>
PERSONAL PROPERTY / MOTOR VEHICLE	
Personal Property / motor vehicles	\$248,352.00
Resulting Values after Appeal	\$82,935.00
Net resulting adjustment in Value	See notes <b>(\$165,417)</b>

# BOARD OF EQUALIZATION AND REVIEW 2020 FACT SHEET

## SPECIAL NOTES

### **General notes:**

2020 was a unique year for Moore County due the world wide pandemic caused by the Corona Virus. In spite of the challenges due to the pandemic the Tax Department was able to meet all it goals on time

### **Next Revaluation:**

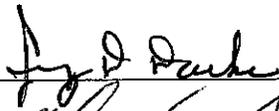
Moore County conducts a revaluation every four years by resolution  
The next reappraisal in Moore County is scheduled for 2023.

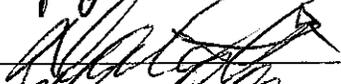
### **Real Property / Motor vehicles Notes:**

The personal property / MV decrease represents corrected listings and adjustments approved by the BOER.

State of North Carolina  
County of Moore

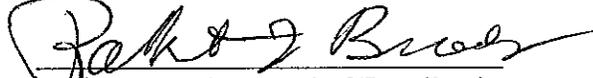
We, the undersigned members of the Board of Equalization and Review of Moore County, hereby certify that these tax records constitute the fixed and permanent tax list and assessment roll and record of taxes due for the year 2020, subject to only such changes as may be allowed by law.

  
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Members of the Board of Equalization  
and Review of Moore County

## Article 21.

### Review and Appeals of Listings and Valuations.

#### **§ 105-322. County board of equalization and review.**

(a) Personnel. - Except as otherwise provided herein, the board of equalization and review of each county shall be composed of the members of the board of county commissioners.

Upon the adoption of a resolution so providing, the board of commissioners is authorized to appoint a special board of equalization and review to carry out the duties imposed under this section. The resolution shall provide for the membership, qualifications, terms of office and the filling of vacancies on the board. The board of commissioners shall also designate the chairman of the special board. The resolution may also authorize a taxpayer to appeal a decision of the special board with respect to the listing or appraisal of his property or the property of others to the board of county commissioners. The resolution shall be adopted not later than the first Monday in March of the year for which it is to be effective and shall continue in effect until revised or rescinded. It shall be entered in the minutes of the meeting of the board of commissioners and a copy thereof shall be forwarded to the Department of Revenue within 15 days after its adoption.

Nothing in this subsection (a) shall be construed as repealing any law creating a special board of equalization and review or creating any board charged with the duties of a board of equalization and review in any county.

(b) Compensation. - The board of county commissioners shall fix the compensation and allowances to be paid members of the board of equalization and review for their services and expenses.

(c) Oath. - Each member of the board of equalization and review shall take the oath required by Article VI, § 7 of the North Carolina Constitution with the following phrase added to it: "that I will not allow my actions as a member of the board of equalization and review to be influenced by personal or political friendships or obligations,". The oath must be filed with the clerk of the board of county commissioners.

(d) Clerk and Minutes. - The assessor shall serve as clerk to the board of equalization and review, shall be present at all meetings, shall maintain accurate minutes of the actions of the board, and shall give to the board such information as he may have or can obtain with respect to the listing and valuation of taxable property in the county.

(e) Time of Meeting. - Each year the board of equalization and review shall hold its first meeting not earlier than the first Monday in April and not later than the first Monday in May. In years in which a county does not conduct a real property revaluation, the board shall complete its duties on or before the third Monday following its first meeting unless, in its opinion, a longer period of time is necessary or expedient to a proper execution of its responsibilities. Except as provided in subdivision (g)(5) of this section, the board may not sit later than July 1 except to hear and determine requests made under the provisions of subdivision (g)(2), below, when such requests are made within the time prescribed by law. In the year in which a county conducts a real property revaluation, the board shall complete its duties on or before December 1, except that it may sit after that date to hear and determine requests made under the provisions of subdivision (g)(2), below, when such requests are made within the time prescribed by law. From the time of its first meeting until its adjournment, the board shall meet at such times as it deems reasonably necessary to perform its statutory duties and to receive requests and hear the appeals of taxpayers under the provisions of subdivision (g)(2), below.

(f) Notice of Meetings and Adjournment. - A notice of the date, hours, place, and purpose of the first meeting of the board of equalization and review shall be published at least three times in some newspaper having general circulation in the county, the first publication to be at least 10 days prior to the first meeting. The notice shall also state the dates and hours on which the board will meet

following its first meeting and the date on which it expects to adjourn; it shall also carry a statement that in the event of earlier or later adjournment, notice to that effect will be published in the same newspaper. Should a notice be required on account of earlier adjournment, it shall be published at least once in the newspaper in which the first notice was published, such publication to be at least five days prior to the date fixed for adjournment. Should a notice be required on account of later adjournment, it shall be published at least once in the newspaper in which the first notice was published, such publication to be prior to the date first announced for adjournment.

(g) Powers and Duties. - The board of equalization and review has the following powers and duties:

- (1) Duty to Review Tax Lists. - The board shall examine and review the tax lists of the county for the current year to the end that all taxable property shall be listed on the abstracts and tax records of the county and appraised according to the standard required by G.S. 105-283, and the board shall correct the abstracts and tax records to conform to the provisions of this Subchapter. In carrying out its responsibilities under this subdivision (g)(1), the board, on its own motion or on sufficient cause shown by any person, shall:
  - a. List, appraise, and assess any taxable real or personal property that has been omitted from the tax lists.
  - b. Correct all errors in the names of persons and in the description of properties subject to taxation.
  - c. Increase or reduce the appraised value of any property that, in the board's opinion, has been listed and appraised at a figure that is below or above the appraisal required by G.S. 105-283; however, the board shall not change the appraised value of any real property from that at which it was appraised for the preceding year except in accordance with the terms of G.S. 105-286 and 105-287.
  - d. Cause to be done whatever else is necessary to make the lists and tax records comply with the provisions of this Subchapter.
  - e. Embody actions taken under the provisions of subdivisions (g)(1)a through (g)(1)d, above, in appropriate orders and have the orders entered in the minutes of the board.
  - f. Give written notice to the taxpayer at the taxpayer's last known address in the event the board, by appropriate order, increases the appraisal of any property or lists for taxation any property omitted from the tax lists under the provisions of this subdivision (g)(1).
- (2) Duty to Hear Taxpayer Appeals. - On request, the board of equalization and review shall hear any taxpayer who owns or controls property taxable in the county with respect to the listing or appraisal of the taxpayer's property or the property of others.
  - a. A request for a hearing under this subdivision (g)(2) shall be made in writing to or by personal appearance before the board prior to its adjournment. However, if the taxpayer requests review of a decision made by the board under the provisions of subdivision (g)(1), above, notice of which was mailed fewer than 15 days prior to the board's adjournment, the request for a hearing thereon may be made within 15 days after the notice of the board's decision was mailed.
  - b. Taxpayers may file separate or joint requests for hearings under the provisions of this subdivision (g)(2) at their election.

- c. At a hearing under provisions of this subdivision (g)(2), the board, in addition to the powers it may exercise under the provisions of subdivision (g)(3), below, shall hear any evidence offered by the appellant, the assessor, and other county officials that is pertinent to the decision of the appeal. Upon the request of an appellant, the board shall subpoena witnesses or documents if there is a reasonable basis for believing that the witnesses have or the documents contain information pertinent to the decision of the appeal.
  - d. On the basis of its decision after any hearing conducted under this subdivision (g)(2), the board shall adopt and have entered in its minutes an order reducing, increasing, or confirming the appraisal appealed or listing or removing from the tax lists the property whose omission or listing has been appealed. The board shall notify the appellant by mail as to the action taken on the taxpayer's appeal not later than 30 days after the board's adjournment.
- (3) Powers in Carrying Out Duties. - In the performance of its duties under subdivisions (g)(1) and (g)(2), above, the board of equalization and review may exercise the following powers:
- a. It may appoint committees composed of its own members or other persons to assist it in making investigations necessary to its work. It may also employ expert appraisers in its discretion. The expense of the employment of committees or appraisers shall be borne by the county. The board may, in its discretion, require the taxpayer to reimburse the county for the cost of any appraisal by experts demanded by the taxpayer if the appraisal does not result in material reduction of the valuation of the property appraised and if the appraisal is not subsequently reduced materially by the board or by the Department of Revenue.
  - b. The board, in its discretion, may examine any witnesses and documents. It may place any witnesses under oath administered by any member of the board. It may subpoena witnesses or documents on its own motion, and it must do so when a request is made under the provisions of subdivision (g)(2)c, above.
 

A subpoena issued by the board shall be signed by the chair of the board, directed to the witness or to the person having custody of the document, and served by an officer authorized to serve subpoenas. Any person who willfully fails to appear or to produce documents in response to a subpoena or to testify when appearing in response to a subpoena shall be guilty of a Class 1 misdemeanor.
- (4) Power to Submit Reports. - Upon the completion of its other duties, the board may submit to the Department of Revenue a report outlining the quality of the reappraisal, any problems it encountered in the reappraisal process, the number of appeals submitted to the board and to the Property Tax Commission, the success rate of the appeals submitted, and the name of the firm that conducted the reappraisal. A copy of the report should be sent by the board to the firm that conducted the reappraisal.
- (5) Duty to Change Abstracts and Records After Adjournment. - Following adjournment upon completion of its duties under subdivisions (g)(1) and (g)(2) of this subsection, the board may continue to meet to carry out the following duties:

- a. To hear and decide all appeals relating to discovered property under G.S. 105-312(d) and (k).
- b. To hear and decide all appeals relating to the appraisal, situs, and taxability of classified motor vehicles under G.S. 105-330.2(b).
- c. To hear and decide all appeals relating to audits conducted under G.S. 105-296(j) and relating to audits conducted under G.S. 105-296(j) and (l) of property classified at present-use value and property exempted or excluded from taxation.
- d. To hear and decide all appeals relating to personal property under G.S. 105-317.1(c). (1939, c. 310, s. 1105; 1965, c. 191; 1967, c. 1196, s. 6; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1977, c. 863; 1987, c. 45, s. 1; 1989, c. 79, s. 3; c. 176, s. 1; c. 196; 1991, c. 110, s. 5; 1991 (Reg. Sess., 1992), c. 1007, s. 22; 1993, c. 539, s. 720; 1994, Ex. Sess., c. 24, s. 14(c); 2001-139, ss. 6, 7; 2002-156, s. 3.)

**§ 105-323. Giving effect to decisions of the board of equalization and review.**

All changes in listings, names, descriptions, appraisals, and assessments made by the board of equalization and review shall be reflected upon the abstracts and tax records by insertion of rebates given, additional charges made, or any other insertion; by correction; or by any other charge. The tax records shall then be totalled, and at least a majority of the members of the board of equalization and review shall sign the following statement to be inserted at the end of the tax records:

State of North Carolina

County of \_\_\_\_\_

We, the undersigned members of the Board of Equalization and Review of \_\_\_\_\_ County, hereby certify that these tax records constitute the fixed and permanent tax list and assessment roll and record of taxes due for the year \_\_\_\_\_, subject to only such changes as may be allowed by law.

\_\_\_\_\_  
\_\_\_\_\_  
Members of the Board of Equalization  
and Review of \_\_\_\_\_ County

The omission of this endorsement shall not affect the validity of the tax records or of any taxes levied on the basis of the assessments appearing in them. (1939, c. 310, s. 1106; 1971, c. 806, s. 1; 1999-456, s. 59.)

**MEMORANDUM TO:** MOORE COUNTY BOARD OF COMMISSIONERS  
**FROM:** Rachel Patterson, GIS  
**DATE:** August 18, 2020  
**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 amend the Moore County Road Naming and Addressing Ordinance to add three (3) 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; CATTLE DR (P4243), GENEVA LN (P4242), and SANCTUARY TRL (P4244).

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

Not Applicable.

**RECOMMENDATION SUMMARY:**

Staff respectfully requests that the Board of Commissioners make a motion to add three (3) roads to the Moore County Road Name and Addressing Ordinance as proposed.

**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:**

**CATTLE DR** (P4243) .....*Located off Mount Carmel Rd (SR 1210) approximately 0.12 miles south from the intersection of Mount Carmel Rd and Pecan Haven Ln.*

**GENEVA LN** (P4242).....*Located off US 15-501 Hwy in-between private roads Nathaniel Ln and Bege Ln. This private road is on the same side as Nathaniel Ln.*

**SANCTUARY TRL** (P4244) .....*Located at the northwestern corner of Love Grove Church Rd (SR 1238) and Carthage Rd (SR 1229).*

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

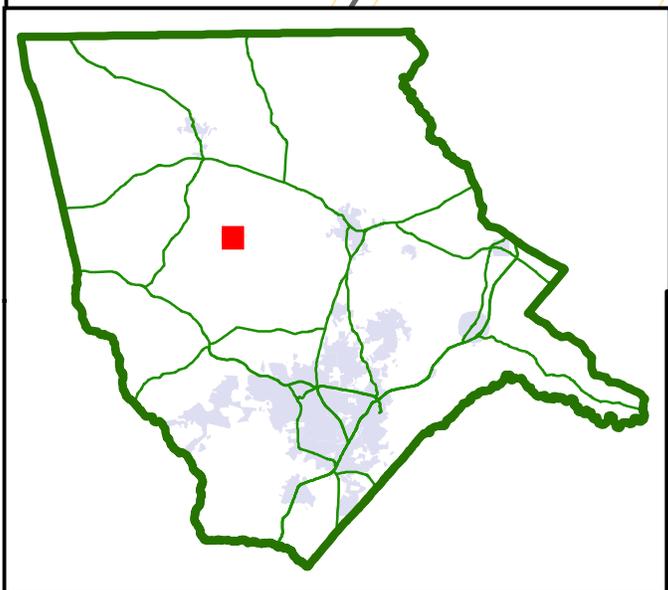
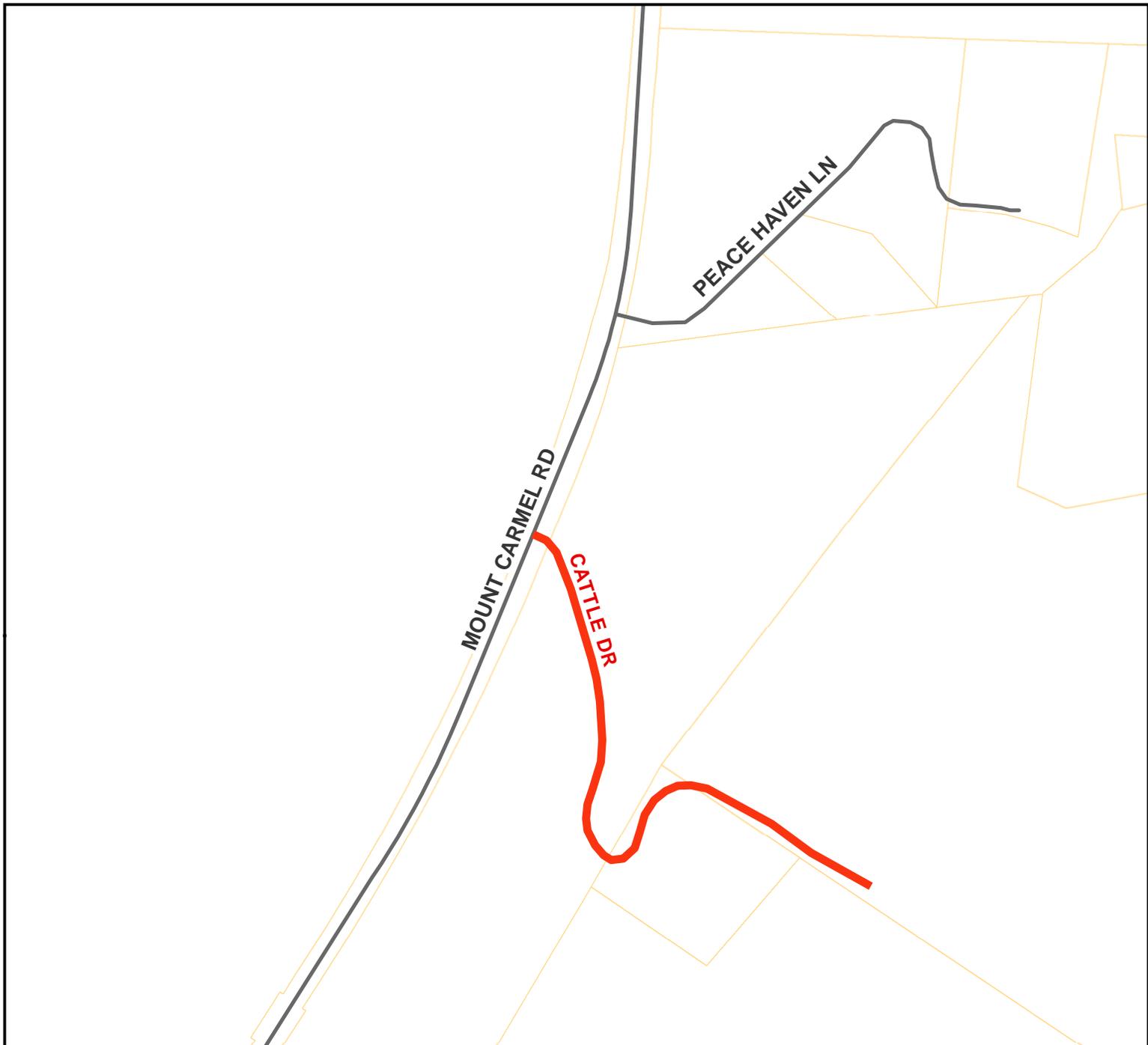
Adopted this 18th day of August, 2020.

\_\_\_\_\_  
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 2020 –

<b>NEW/CHANGED/REMOVED ROAD NAME .....</b>	<b>MAP NUMBER</b>
CATTLE DR (P4243) .....	1
GENEVA LN (P4242).....	2
SANCTUARY TRL (P4244).....	3



# Moore County Ordinance Update - Map 1

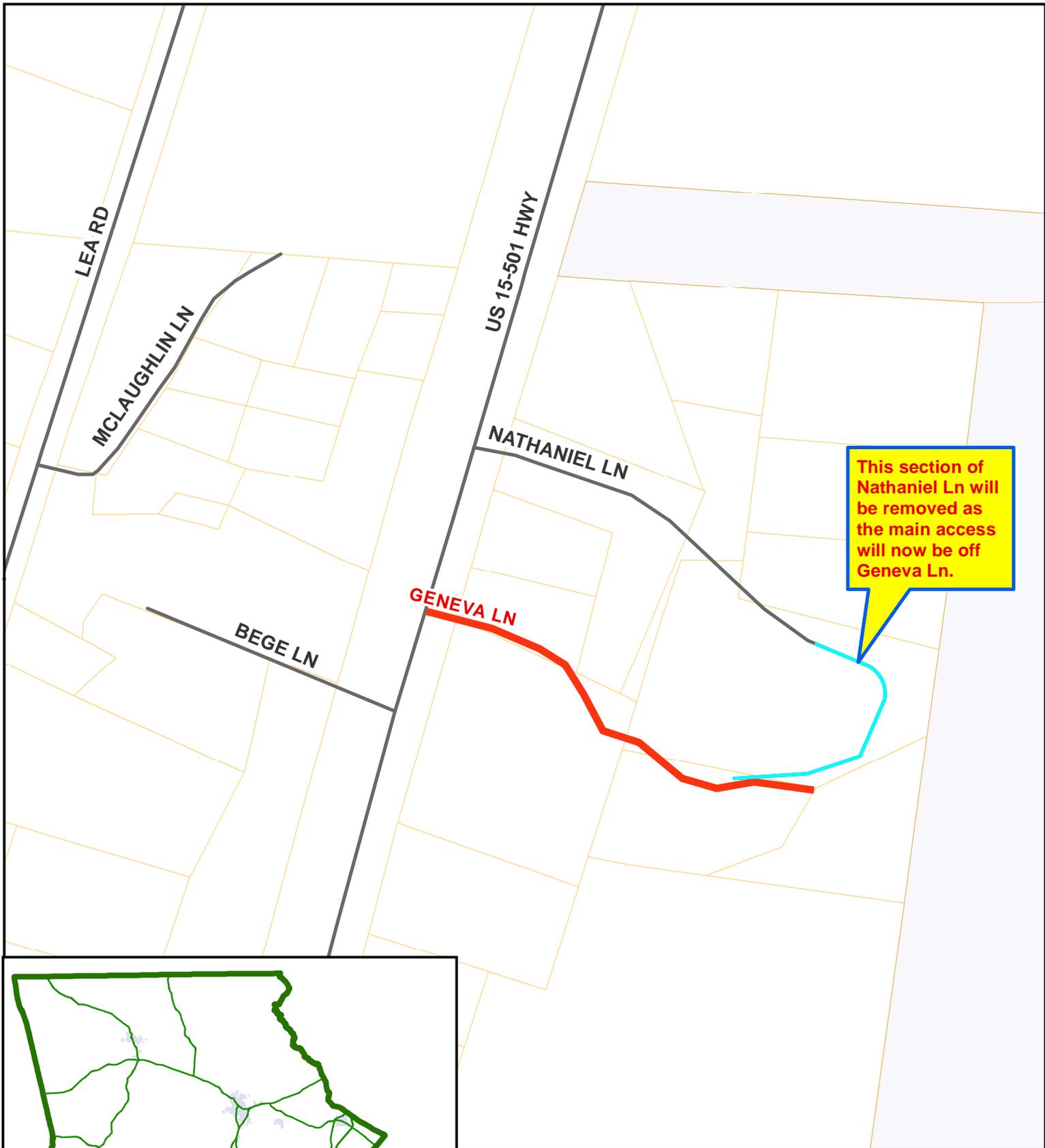
400 Feet

Map Prepared By Moore County GIS Department  
Date: 7/10/2020

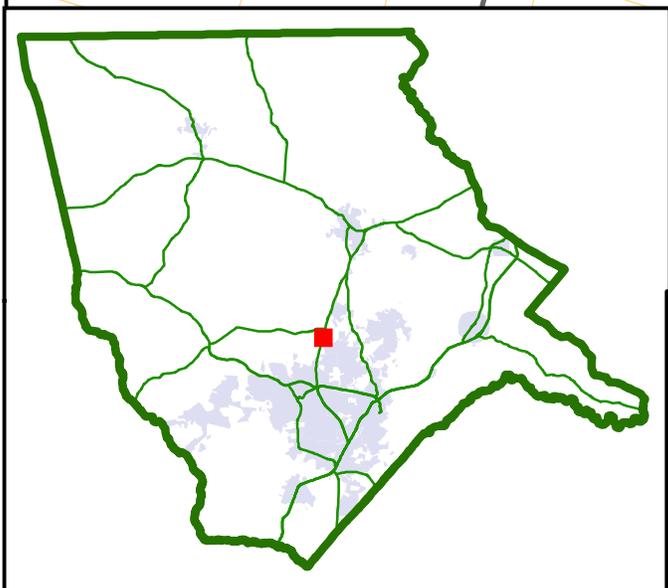


Legend	
	Existing Roads
	Parcels
	Cities
	County Line

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Source: \\mooregis\GIS\Projects\DEPARTMENT\ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_16\Maps\UpdateRoads\_LetterSize.mxd



This section of Nathaniel Ln will be removed as the main access will now be off Geneva Ln.



## Moore County Ordinance Update - Map 2

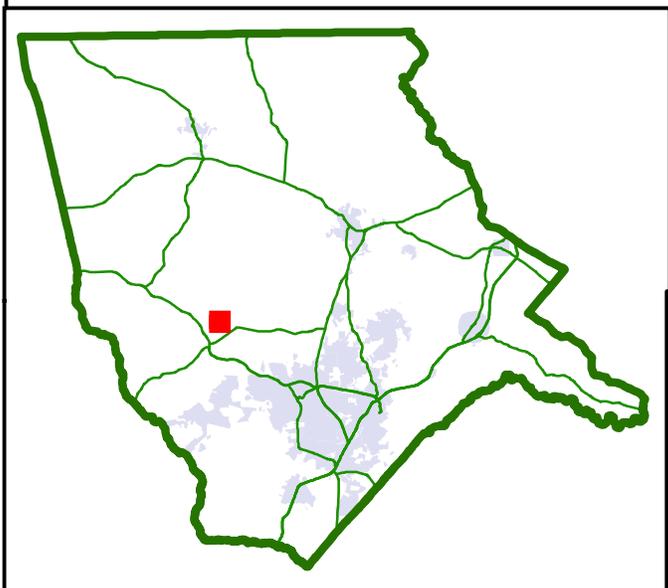
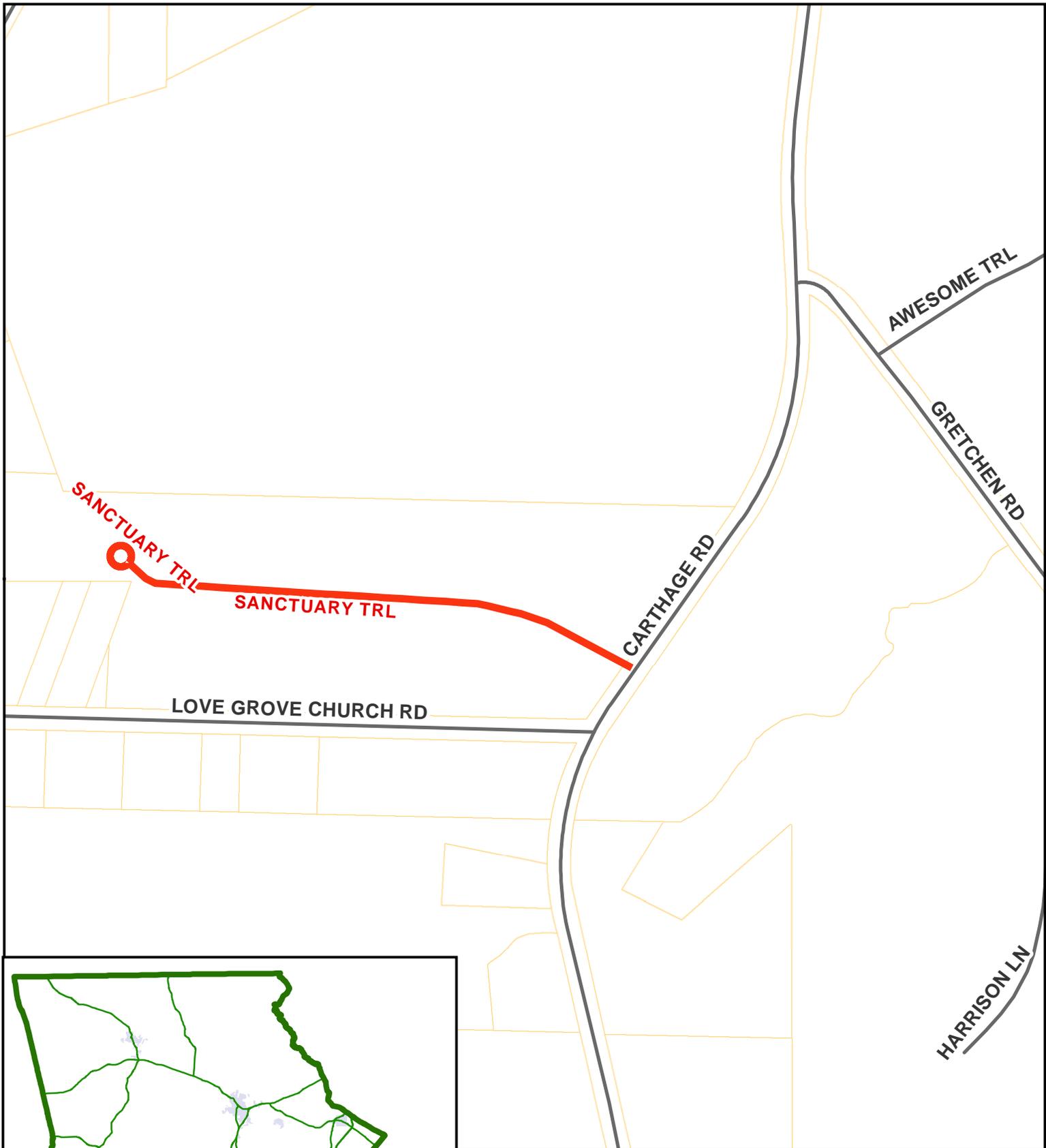
400 Feet

Map Prepared By Moore County GIS Department  
Date: 7/10/2020



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

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Source: \\mooregis\GIS\Projects\DEPARTMENT\ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_18\Maps\UpdateRoads\_LetterSize.mxd



### Moore County Ordinance Update - Map 3

400 Feet

Map Prepared By Moore County GIS Department  
Date: 7/10/2020



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

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Source: \\mooregis\GIS\Projects\DEPARTMENT'S ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_18\Maps\UpdateRoads\_LetterSize.mxd

## 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 18, 2020, in the Commissioners' Meeting Room located on the 2<sup>nd</sup> 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 three roads to the Ordinance, which are Cattle Dr, Geneva Ln, and Sanctuary Trl.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 302 S. McNeill St, 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

**Meeting Date: August 18, 2020**

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 24, 2020

**SUBJECT:** General Use Rezoning Request: Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) – Armstead Road/US Hwy 1

**PRESENTER:** Debra Ensminger

**REQUEST**

Robert Hayter is requesting a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter, per Deed Book 2837 Page 80.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

**BACKGROUND**

The property is currently developed. There is an existing single family dwelling located on the property. Adjacent properties include single family dwellings, undeveloped property, and a self service mini-warehouse business.

**ZONING DISTRICT COMPATIBILITY**

The surrounding area is zoned a mixture of Highway Commercial (B-2), Residential and Agricultural-40 (RA-40), and Rural Equestrian (RE). Vass' zoning jurisdiction is located across US Hwy 1 including the following zoning district: Highway Commercial (HC).

**CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN**

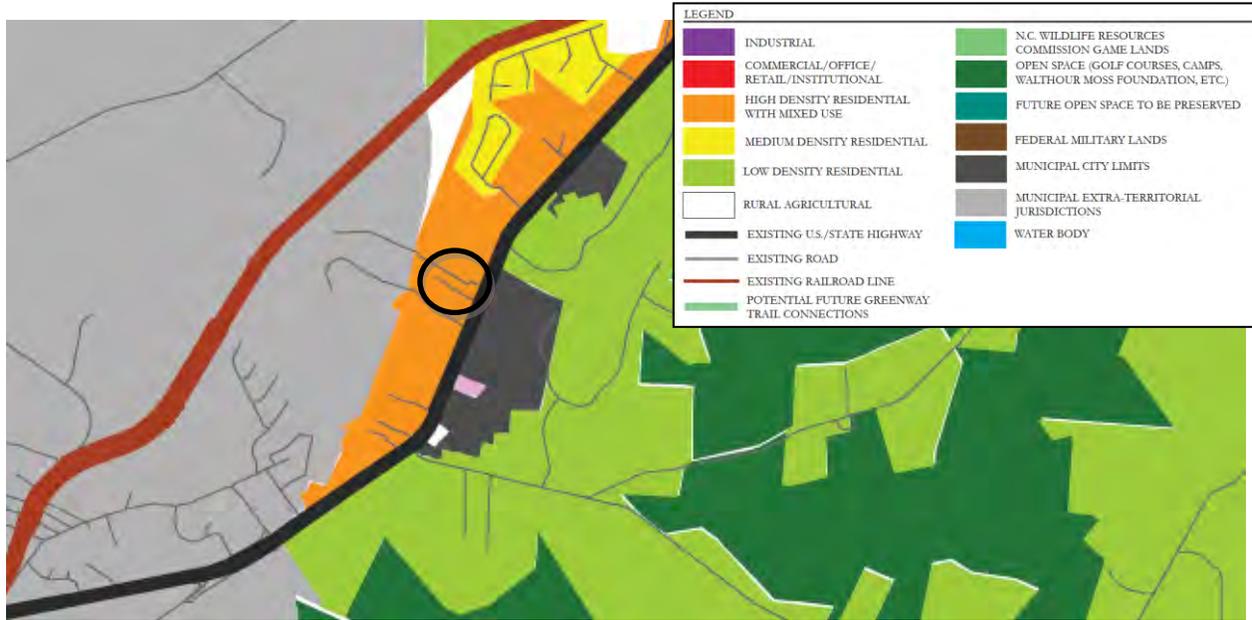
The future land use map identifies the property as High Density Residential with Mixed Use Land Use Classification. The requested zoning to Residential and Agricultural-40 (RA-40) is compatible with the High Density Residential with Mixed Use Land Use Classification.

The Land Use Plan states the primary use of the High Density Residential With Mixed Use is a density of four (4) to eight (8) dwellings per acre, single family detached or attached. Housing may include a mixture of dwelling types, including single-family detached, duplex, patio home, semi-detached/attached dwelling, multi-family, or townhouse. This category shall also include certain non-residential neighborhood supportive uses such as retail, commercial, office, schools, daycares, churches and others similar uses compatible with residential. Public infrastructure and facilities such as roads, water, sewer, schools, fire/rescue, open space; and must be adequate to accommodate the development. The public service providers in the proximity of these areas

shown on the Future Land Use Map shall consider extending, upgrading and/or preserving infrastructure in these locations.

The rezoning request is also consistent with several goals as included in the attached Land Use Plan Consistency Statement, including Recommendation 3.1: Maximize accessibility among living, working, and shopping areas and Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

### **MOORE COUNTY FUTURE LAND USE MAP**



### **MOORE COUNTY COMPARISON LAND USE MAP**



## **IMPLEMENTATION PLAN**

Hold the public hearing and approve / deny the rezoning request.

## **ACTION BY THE PLANNING BOARD**

The Planning Board recessed the regular scheduled June 4, 2020 meeting until June 11, 2020 and unanimously recommended approval. (7-0)

## **FINANCIAL IMPACT STATEMENT**

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

## **RECOMMENDATION**

This item requires two separate motions:

**Motion #1:** Make a motion to adopt the attached **Approval** or **Denial** Land Use Plan Consistency Statement to authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341.

**Motion #2:** Make a motion to **approve** or **deny** the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass.

## **ATTACHMENTS**

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map
- Application
- Land Use Plan Consistency Statement – Approval
- Land Use Plan Consistency Statement – Denial
- UDO-Chapter 6. Table of Uses
- Deed Book 5095 Page 156

**View of Armstead Road from US Hwy 1**



**View of property from US Hwy 1**



**View of property from US Hwy 1**



**View of property across from US Hwy 1**



**Northbound view of US Hwy 1 from subject property**



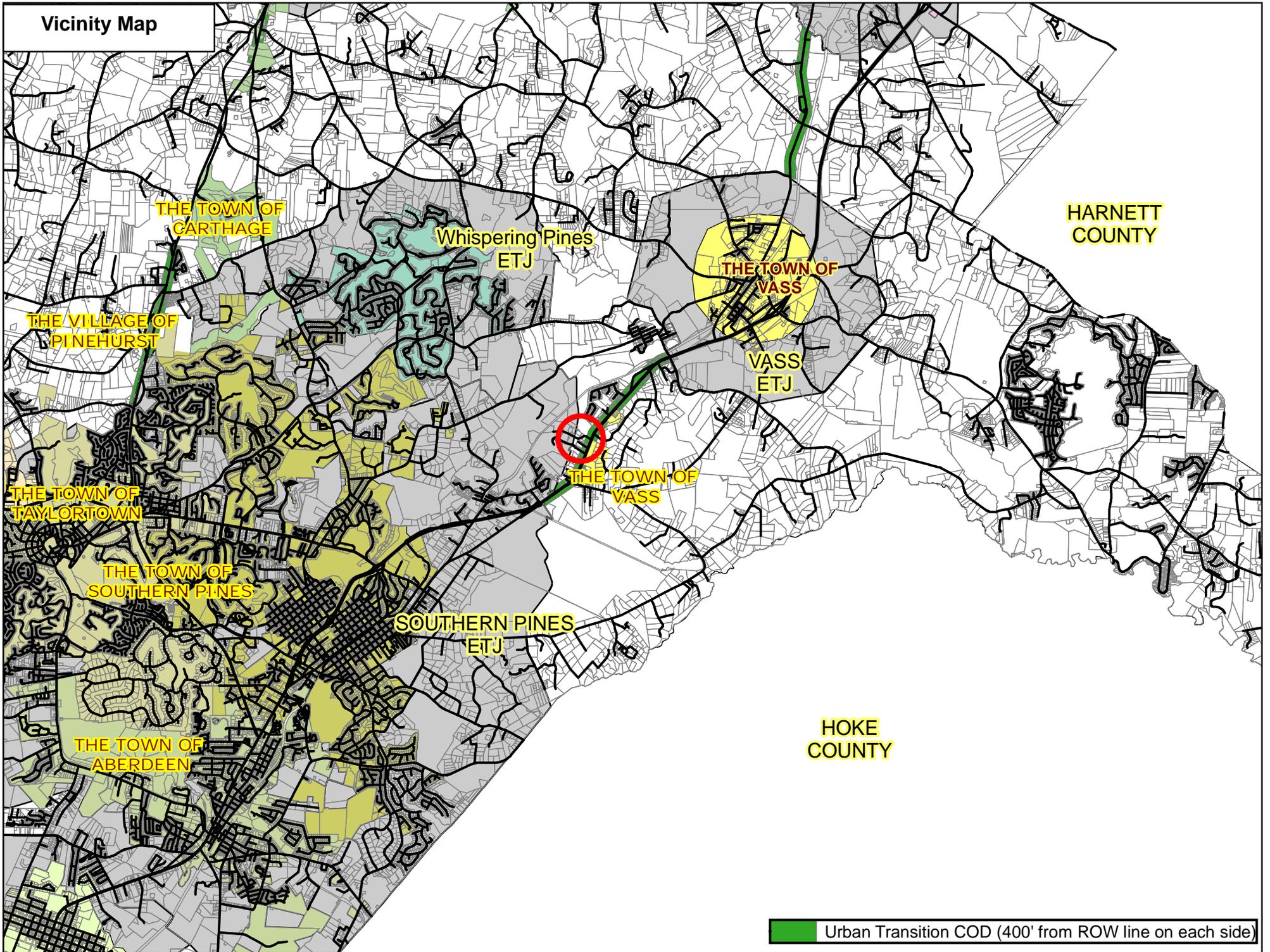
**Southbound view of US Hwy 1 from subject property**



**View of adjacent property - 5416 US Hwy 1**



Vicinity Map



HOKE COUNTY

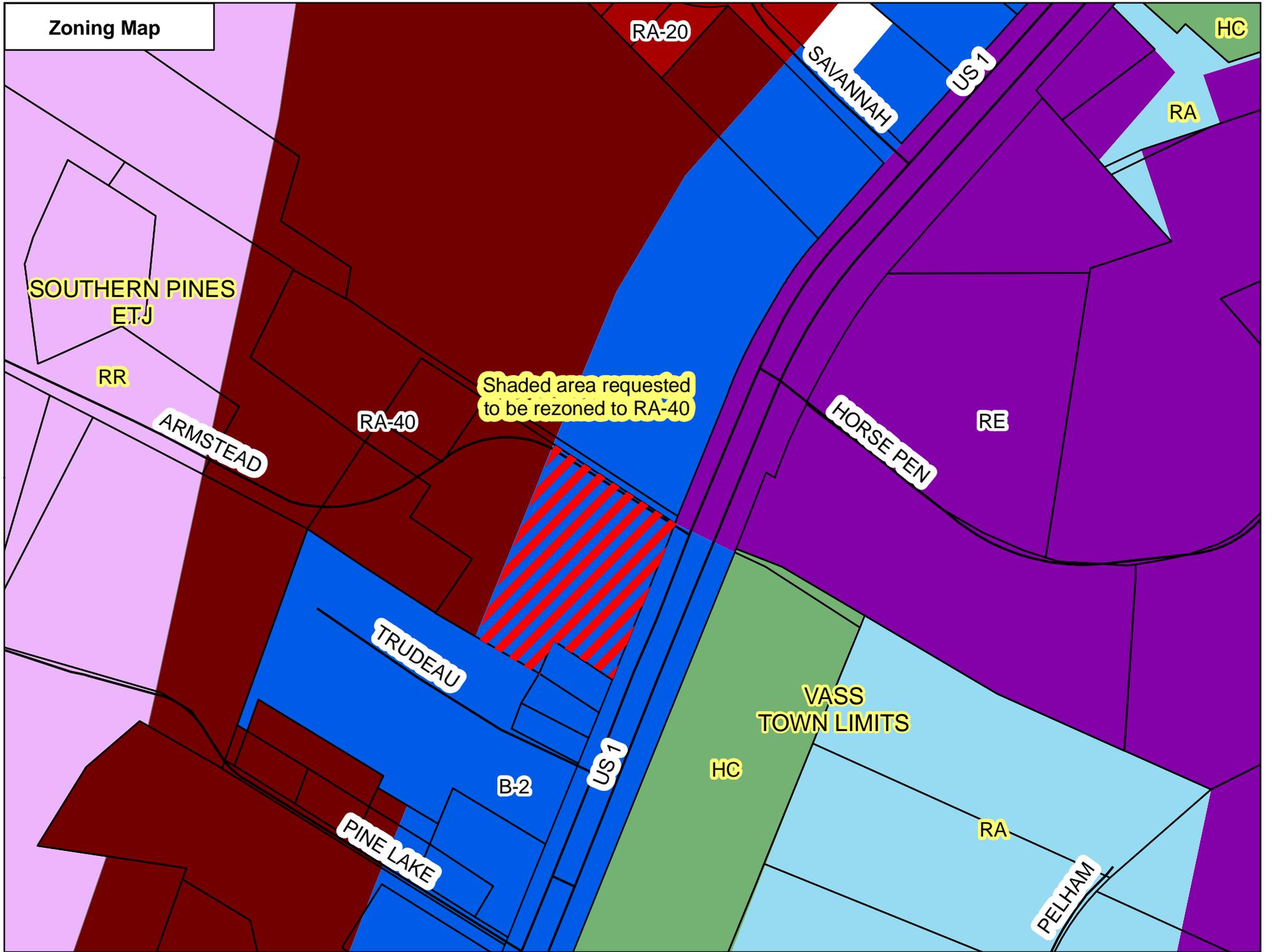
HARNETT COUNTY

Urban Transition COD (400' from ROW line on each side)

Land Use Map



Zoning Map



Shaded area requested to be rezoned to RA-40

SOUTHERN PINES E.T.J

RR

ARMSTEAD

RA-40

RA-20

SAVANNAH

US1

HC

RA

RE

HORSE PEN

TRUDEAU

VASS TOWN LIMITS

HC

B-2

US1

PINE LAKE

RA

PELHAM



**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40)**

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

Goal 3: Optimize the Uses of Land Within the County of Moore

- Recommendation 3.1: Maximize accessibility among living, working, and shopping areas.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to an existing major highway, other developed residential properties, has access to public water, and is in close proximity to the Southern Pines and Vass communities providing practicality, easy access, and reduced travel times.

Therefore, the Moore County Board of Commissioners **APPROVES** of the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter, per Deed Book 2837 Page 80.

---

Frank Quis, Chair  
Moore County Board of Commissioners

---

Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40)**

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

Goal 3: Optimize the Uses of Land Within the County of Moore

- Recommendation 3.1: Maximize accessibility among living, working, and shopping areas.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning is not consistent with the highway business corridor.

Therefore, the Moore County Planning Board recommends **DENIAL** of the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter, per Deed Book 2837 Page 80.

---

Frank Quis, Chair

Moore County Board of Commissioners

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Date

## CHAPTER 6 TABLE OF USES

### 6.1 Use Table

- A. Permitted Uses. P = Permitted uses are a use-by-right approved by the Administrator.
- B. Conditional Uses. C = Conditional Use Permit approval required. (Refer to Chapter 12.)
- C. Conditional Zoning. Z = Condition Rezoning within a parallel conditional zoning district required. (Refer to Chapter 11.)
- D. Building Code Classification.

The “Bldg. Code Group” column is intended for reference purposes only and is subject to change without notice. Classifications should be verified by the Building Inspector and should follow the regulations of the applicable “Use & Occupancy Classification” per the 2012 NC Building Code. Change of uses will require sealed plans to be approved by the Building Inspector.

A = Assembly	M = Mercantile
B = Business	R = Residential
E = Education	S = Storage
F = Factory Industrial	U = Utility & Miscellaneous
H = Hazardous	Mix = Mixed Uses (Separation standards may apply)
I = Institutional	

- E. Prohibited Uses. Blank = Districts in which particular uses are prohibited, unless the Administrator determines that the use is similar to an allowed individual use by applying the following criteria:
  1. The actual or projected characteristics of the activity.
  2. The relative amount of site area or floor space and equipment utilized.
  3. Relative amounts of sales from the activity and customer type for the activity.
  4. The relative number of employees and hours of operation.
  5. Building and site arrangement and likely impact on surrounding properties.
  6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES & ACCESSORY BUILDINGS	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Accessory Uses & Buildings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.1	R, S, U

AGRICULTURAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Agricultural Uses and Buildings (Not a Bona Fide Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.2	U
Bona Fide Farm	"Bona Fide Farm" exemption status is obtained through the Moore County Planning Department.													8.3	S, U	

RESIDENTIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>SINGLE FAMILY HOUSEHOLD</b>																
Accessory Dwelling Located within Stick Built Dwelling	P	P	P	P			P	P	P						8.4	R
Accessory Dwelling Located within Non-Residential Building											P	P	P		8.5	Mix
Accessory Manufactured Home	P	P	P	P			P	P	P						8.6	R
Accessory Stick Built Dwellings	P	P	P	P			P	P	P						8.7	R
Dwellings, Single Family	P	P	P	P	P	P	P	P	P						8.8	R-3
Dwellings, Duplexes	P	P				P	P								8.9	R-3
Family Care Home (6 or less)	P	P	P	P	P	P	P	P	P						8.10	I, R
Home Occupation, Level 1	P	P	P	P	P	P	P	P	P						8.11	R
Home Occupation, Level 2			Z	Z			Z	Z							8.12	R
Manufactured Home	P	P	P	P			P	P	P						8.13	R-3
Manufactured Home Park									Z						8.14	Mix
Personal Workshop / Storage Building	P	P	P	P			P	P	P						8.15	R, S
Planned Unit Development – Mixed Use	Conditional Rezoning to PUD-CZ is required.													8.16	Mix	
<b>MULTIFAMILY RESIDENTIAL</b>																
Group Care Facility									Z			C	P		8.17	I, R
Multifamily Dwellings (3 or more units per lot)	Conditional Rezoning to MF-CZ is required.													8.18	R-2	
Nursing Home	C	C	C	C					C			P	P		8.19	B, I

COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	G CWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>ANIMAL SERVICES</b>																
Animal Shelter									Z					P	8.20	B
Animal Training Facility, Military									Z					P	8.21	B
Kennels, Overnight									Z		Z	Z		P	8.22	B
Pet Day Care, Grooming, Obedience Training									Z	P	P	P			8.23	B
Veterinary Clinic							P		Z	P	P	P			8.24	B
<b>OFFICES &amp; GENERAL SERVICES</b>																
Automatic Teller Machine (ATM)											P	P	P	P	8.25	U
Beauty / Barber Shop / Nail Salon						P					P	P	P		8.26	B
Bed and Breakfast	Z	Z	Z	Z				Z	Z						8.27	
Dry Cleaning and Laundromat						P					P	P	P	P	8.28	B
Equestrian Cottage							Z								8.29	
Hotel and Motel													P		8.30	R-1
Office											P	P	P	P	8.31	B
Small Appliance Repair Shop											P	P	P	P	8.32	B
Trade Contractor Office and Workshop											P	Z	P	P	8.33	B, S
COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	G CWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>RETAIL SERVICES</b>																
Auction House												P	P	P	8.34	A-3, B
Convenience Store						P			C		P	P	P	P	8.35	M
Feed and Seed Sales							C		C			P	P	P	8.36	B, M
Florist									P		P	P	P	P	8.37	B
Flea Market									Z			Z	P		8.38	B, M
Garden Center											P	P	P		8.39	M, U
Manufactured or Modular Home Sales													P	P	8.40	B
Restaurant						P					P	P	P	P	8.41	A-2
Retail											P	P	P		8.42	M
Shopping Centers													Z	C	8.43	M
Wholesales											C		P	P	8.44	M

COMMERCIAL USES (CONTINUED)	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>VEHICLE SERVICES</b>																
Boat & RV Storage					P						P		Z		8.45	S-1
Car Wash or Auto Detailing											P	P	P	P	8.46	B
Commercial Truck Wash												C	P	P	8.47	B
Parking Lot as principal use of lot											P	P	P	P	8.48	S-2
Taxi Service												Z	P	P	8.49	B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV - Sales, Rental, or Service											P	P	P	P	8.50	B, S-1
Vehicle Service Stations (Gas Stations)											Z	P	P	P	8.51	M
Vehicle Wrecker Service												Z	Z	P	8.52	S-1
<b>ADULT USES</b>																
Adult Gaming Establishments														C	8.53	B
Bars / Tavern											C		P		8.54	A-2
Brewery / Winery									C		P	P	P		8.55	A-2, F
Dance Club, Night Club, Billiard											Z		P		8.56	A-2, A-3
Distillery													P		8.57	F-1
Massage & Bodywork Therapy Practice, Unlicensed													P		8.58	B
Pawn Shop											Z		P	P	8.59	B
Sexually Oriented Business														Z	8.60	A-2, M
Tattoo Parlor, Body Piercing													P		8.61	B

EDUCATIONAL & INSTITUTIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Cemetery or Mausoleum, Commercial			C	C			C		C				P		8.62	n/a
Cemetery, Family	P	P	P	P	P	P	P	P	P	P					8.63	n/a
Child Care Facility	C	C	C	P		C	C	C	C		C	P	P		8.64	E, I
Child Care Home Facility	C	P	P	P			C	C	P						8.65	E, R
Colleges, Business & Trade Schools										C			P	P	8.66	B
Funeral Home, accessory crematorium											P	P	P	P	8.67	A-3, B
Government Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.68	B
Hospital	P	P	P	P	C	C	P	P	P	P		P	P	P	8.69	I
Museums and Art Galleries									C		P	P	P		8.70	A-3
Religious Institutions	P	P	P	P	P		P	P	P	P	P	P	P		8.71	A-3, E
Security Training Facility									C						8.72	B
Schools, Elementary, Middle, High												P	P		8.73	E

RECREATIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Accessory, Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.74	A, R
Airport, Public or Private									C					Z	8.75	A-3, B
Airstrip, Small Private									C			P			8.76	B
Assembly Hall						Z			Z		Z		Z	P	8.77	A-4, A-5
Camp or Care Centers									P						8.78	A-3, R-1
Campground, Public and Private									P						8.79	A-3, R-1
Camp, Recreation Day									P						8.80	A-3
Civic / Social Club, Lodge, & Organization			P	P	C	C			C		P	P	P		8.81	A-2, A-3
Golf Driving Range					C	C				P			P		8.82	A-3
Golf Course, including Par 3					C	C				P			P		8.83	U
Marina (fuel supplies)					P	P									8.84	M
Neighborhood Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.85	U
Recreation, Indoor											C	C	P		8.86	A-5
Recreation, Low Impact Outdoor		P P	P	P	P	P	P	P	P		C	P	P		8.87	A-5
Recreation, High Impact Outdoor									Z		Z		P		8.88	
Shooting Range, Indoor									Z				P		8.89	A-5
Shooting Range, Outdoor									Z				P		8.90	A-5
Zoo, Petting Zoo									Z				P		8.91	A-5, U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>PRODUCTION</b>																
Manufacturing, Light (no odors, no smoke)														P	8.92	F
Manufacturing, General														Z	8.93	F-1, F-2
<b>UTILITIES / SERVICES</b>																
Amateur Radio and Receive-only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.94	U
Contractors Storage Yard and Office									Z				P	P	8.95	S-1, U
Crematorium Facility													Z	P	8.96	B
Public & Private Utility Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.97	U
Solar Collector Facility														C	8.98	U
Solar Collectors, On-Site Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.99	U
Wireless Communication Facility									Z				Z	Z	8.100	U
Collocation on Existing WCF	P	P	P	P			P	P	P	P	P	P	P	P	8.101	U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>WAREHOUSING</b>																
Mini-Warehouse (Self-Service)							P				Z	Z	P	P	8.102	S
Warehousing and/or Distribution Center									Z				C	P	8.103	S-1, S-2
<b>WASTE RELATED SERVICES</b>																
Debris Management Facility									Z			Z		P	8.104	U
Hazardous Waste /Toxic Chemicals Disposal or Processing														C	8.105	U
Landfill														C	8.106	U
Mining / Quarry Operation									Z					C	8.107	U
Salvage Yard														C	8.108	U

TEMPORARY USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.109	S-1
Drop-In Child Care Facility											P	P	P		8.110	
Itinerant Merchant											P	P	P	P	8.111	n/a
Land Clearing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.112	F-1
Manufactured Home or RV, Temporary	P	P	P	P			P	P	P						8.113	R-3
Real Estates Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.114	S-1
Temporary Events (Special Event)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.115	n/a
Yard Sales, Residential and Civic	P	P	P	P	P	P	P	P	P			P	P		8.116	n/a

OTHER USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Major Subdivision – Residential (1)	C	C						C							18.6-18.11	Mix
Major Subdivision – Non-Residential (Business Park)													C	C	18.6-18.11	Mix

*Hayes*

FOR REGISTRATION REGISTER OF DEEDS  
JUDY D. MARTIN  
MOORE COUNTY, NC  
2005 JUL 01 04:24:23 PM  
BK:2837 PG:80-82 FEE:\$343.00  
NC REVENUE STAMP:\$326.00  
INSTRUMENT # 2005012939

**GARNER & HAYES, PLLC**  
Drafted by **L. Pendleton Hayes**  
160 Fox Hollow Road, Suite 202  
Pinehurst, NC 28374  
Mail: PO Box 1795, Southern Pines, NC, 28388

**STATE OF NORTH CAROLINA**

**COUNTY OF MOORE**

**WARRANTY DEED**

THIS DEED, made this 21st day of June, 2005, by and between **Royal A. Stutts, Jr. and wife, Joyce B. Stutts, Grantor**, and **Robert S. Hayter and wife, Jacqueline Hayter, Grantee**;

*PO Box 1503*

**WITNESSETH:** *Southern Pines, NC 28388*

That said Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, tract, or parcel of land situated in McNeill Township, Moore County, North Carolina, and more particularly described as follows:

BEING approximately 8.62 acres of the property of Roy Stutts, Jr , a portion of the property described as "Roy Stutts Jr. Book 266 Page 332" further described:

BEING the property shown as Roy Stutts Jr., Book 266, Page 332, on a plat recorded in the Office of the Register of Deeds for Moore County, NC, in Plat Cabinet 2, Slide 11, LESS AND EXCEPTING THE FOLLOWING PARCELS:

Tract 1. The 1.03 acre parcel deeded to Grantee in Book 539, Page 46, Moore County Registry.

Tract 2. The 2.37 acre parcel deeded to Grantee in Book 520, Page 265, Moore County Registry.

This conveyance is made subject to: (i) ad valorem taxes for the current year, which taxes shall be prorated at closing; (ii) utility easements of record; and (iii) restrictions enforceable against the property.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the said Grantee in fee simple; subject, however, to the exceptions, reservations and conditions hereinabove referred to.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Royal A. Stutts, Jr. (Seal)  
Royal A. Stutts, Jr.

Joyce B. Stutts (Seal)  
Joyce B. Stutts

\*\*\*\*\*

STATE OF NORTH CAROLINA

COUNTY OF MOORE

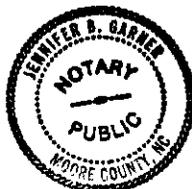
I, Jennifer B. Garner, a Notary Public for the County and State aforesaid, do hereby certify that Royal A. Stutts, Jr. and wife, Joyce B. Stutts, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official stamp or seal, this 21<sup>st</sup> day of June, 2005.

My Commission Expires:  
10-18-09

Jennifer B. Garner  
Notary Public

(SEAL)





JUDY D. MARTIN  
REGISTER OF DEEDS, MOORE  
JUDICIAL BUILDING  
100 DOWD STREET  
CARTHAGE, NC 28327

\*\*\*\*\*  
Filed For Registration: 07/01/2005 04:24:23 PM  
Book: RE 2837 Page: 80-82  
Document No.: 2005012939  
DEED 3 PGS \$343.00  
NC REAL ESTATE EXCISE TAX: \$326.00  
Recorder: REGINA GARNER

\*\*\*\*\*  
State of North Carolina, County of Moore

The foregoing certificate of JENNIFER B GARNER Notary is certified to be correct. This 1 ST of July 2005

JUDY D. MARTIN , REGISTER OF DEEDS

By: *Rinda W. Cleck*  
Deputy/Assistant Register of Deeds

\*\*\*\*\*  
**\*2005012939\***  
2005012939

Meeting Date: August 18, 2020

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 24, 2020

**SUBJECT:** General Use Rezoning Request: Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) – Love Grove Church Road

**PRESENTER:** Debra Ensminger

**REQUEST**

Pete Mace is requesting a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End, owned by Johnny & Kathy Harris, per Deed Book 5095 Page 156.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

**BACKGROUND**

The property is currently undeveloped. Adjacent properties include single family dwellings and undeveloped property.

**ZONING DISTRICT COMPATIBILITY**

The requested rezoning to Residential and Agricultural-20 (RA-20) is consistent with the existing uses located near the property, including single family residential. The surrounding area is zoned a mixture of Residential and Agricultural-20 (RA-20), Residential and Agricultural-40 (RA-40), and Residential and Agricultural-5 (RA-5).

**CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN**

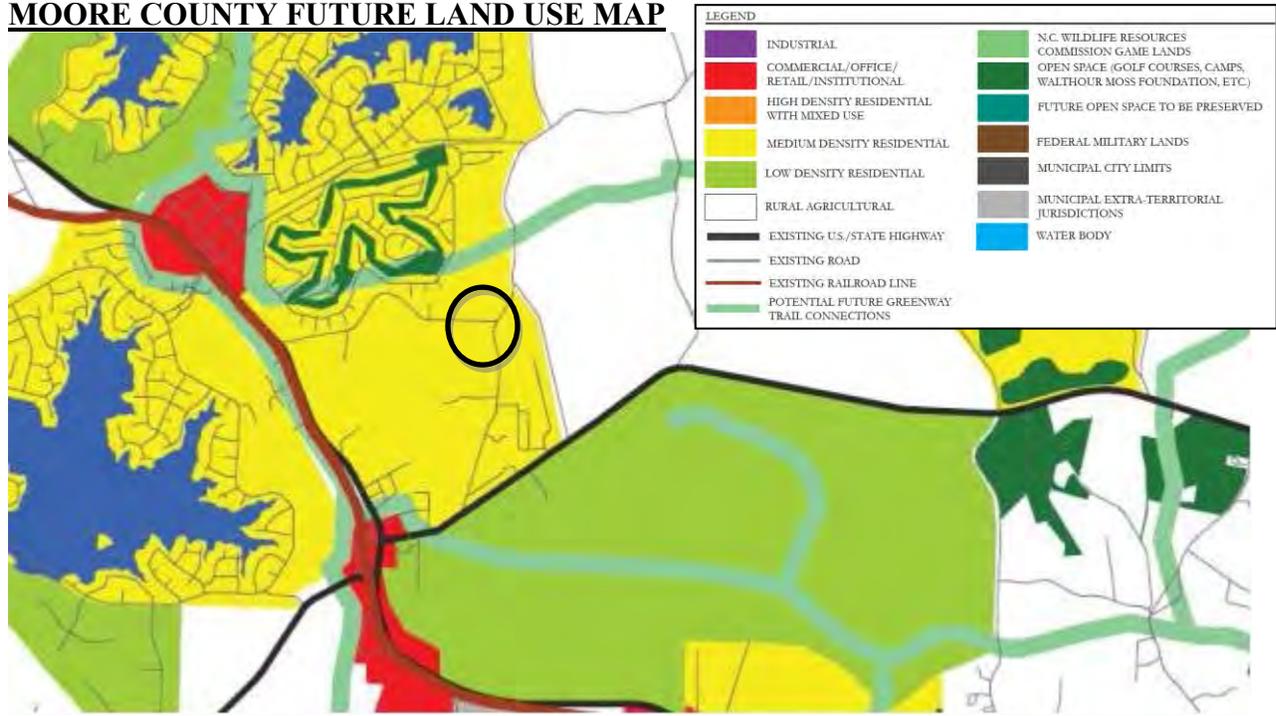
The future land use map identifies the property as Medium Density Residential Land Use Classification. The requested zoning to Residential and Agricultural-20 (RA-20) is compatible with the Medium Density Residential Land Use Classification.

The Land Use Plan states the primary use of the Medium Density Residential Land Use Classification is a density 2 (two) to 4 (four) dwellings per acre, single family detached or attached. Housing may include a mixture of dwelling types, including single-family detached, duplex, patio home, semi-detached/attached dwelling, multi-family, or townhouse. This may also include certain non-residential neighborhood supportive uses such as schools, daycares, churches and others. Density would require engineered sewerage disposal systems. Public infrastructure

and facilities such as roads, water, sewer, schools, fire/rescue, open space, and must be adequate to accommodate the development. The public service providers in the proximity of these areas shown on the Future Land Use Map shall consider extending, upgrading and/or preserving infrastructure in these locations.

The rezoning request is also consistent with several goals as included in the attached Land Use Plan Consistency Statement, including Recommendation 3.1: Maximize accessibility among living, working, and shopping areas and Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

### **MOORE COUNTY FUTURE LAND USE MAP**



### **IMPLEMENTATION PLAN**

Hold the public hearing and approve / deny the rezoning request.

### **ACTION BY THE PLANNING BOARD**

The Planning Board recessed the regular scheduled June 4, 2020 meeting until June 11, 2020 and unanimously recommended approval. (7-0)

### **FINANCIAL IMPACT STATEMENT**

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

### **RECOMMENDATION**

This item requires two separate motions:

**Motion #1:** Make a motion to adopt the attached **Approval** or **Denial** Land Use Plan Consistency Statement to authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341.

**Motion #2:** Make a motion to **approve** or **deny** the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End.

**ATTACHMENTS**

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map
- Application
- Land Use Plan Consistency Statement – Approval
- Land Use Plan Consistency Statement – Denial
- UDO-Chapter 6. Table of Uses
- Deed Book 5095 Page 156

**View of subject property from the intersection of Love Grove Church Rd and Carthage Rd**



**Love Grove Church Road**



**View of property across Carthage Road**



**View of Carthage Road going southbound**



**187 Love Grove Church Road**



**207 Love Grove Church Road**





Land Use Map

Undeveloped

Undeveloped

Single Family Dwellings

LOVE GROVE CHURCH

Single Family Dwelling

Vacant

Undeveloped

Single Family Dwellings

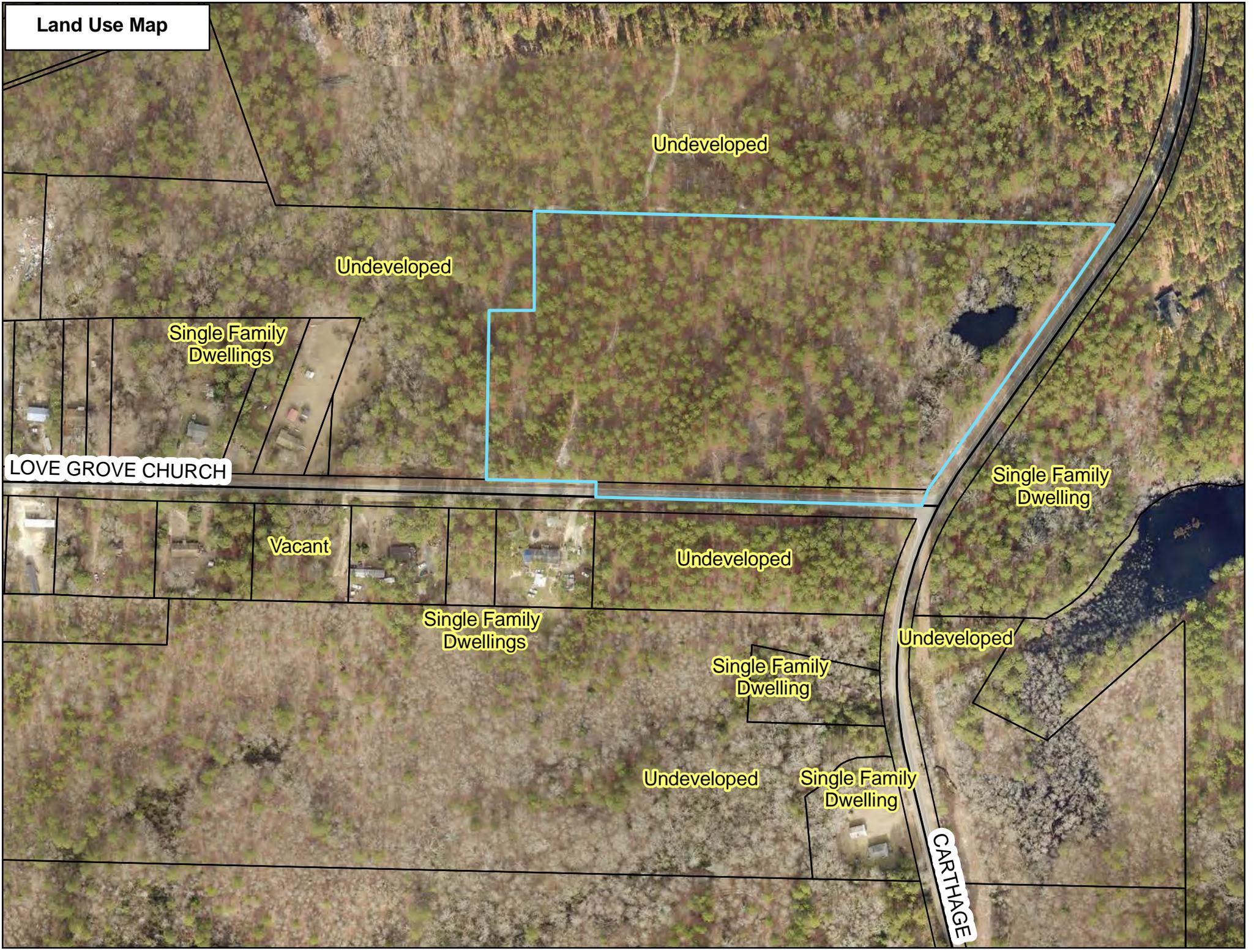
Undeveloped

Single Family Dwelling

Undeveloped

Single Family Dwelling

CARTHAGE



Zoning Map

RA-5

Shaded area requested  
to be rezoned to RA-20

RA-20

B-2

CARTHAGE

LOVE GROVE CHURCH

RA-20

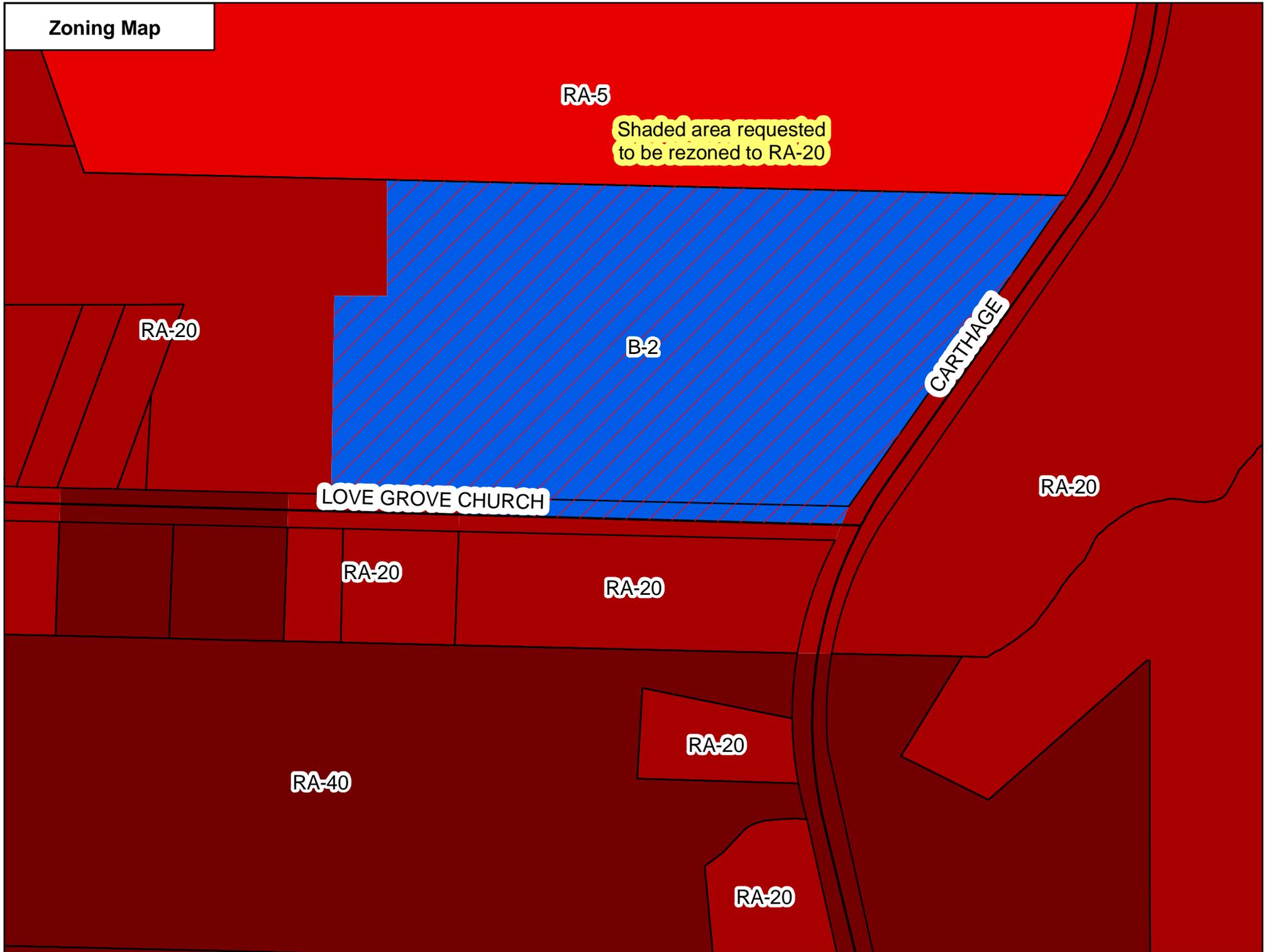
RA-20

RA-20

RA-40

RA-20

RA-20



28739

# County of Moore Planning and Transportation



Inspections/Permitting: (910) 947-2221  
Planning: (910) 947-5010  
Transportation: (910) 947-3389  
Fax: (910) 947-1303

## GENERAL USE REZONING APPLICATION

Application Date: 2/12/2020		4154 Carthage Rd, West End, NC	
Location/Address of Property: Corner of Carthage + Love Grove Ch Rd 27376			
Applicant: Pete Mace / PO 2605, SP 28388		Phone: (910) 639-2882	
Applicant Address: 170 Pine Barrens Vista		City: Southern Pines	St: NC Zip: 28387
Owner: Johnny Harris + Kathy Harris		Phone: (910) 638-5480	
Owner Address: 4291 Dowd Rd		City: Carthage NC	St: NC Zip: 28327
Current Zoning District: B-2		Proposed Zoning District: RA-20	

Comments:  
 Rezoning from B-2 to RA-20  
 RA-20 surrounds the parcel  
 \* Entire B-2 Zoning Area of PID# 00020635  
 to Be Re-Zoned RA-20.

I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.

	2/12/2020
Applicant/Owner Signature	Date
	2/12/2020
Applicant/Owner Signature	Date

Office Use Only:  
 PAR ID: 00020635  
 2/12/2020  
 Received By Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**Highway Commercial (B-2) to Rural Agricultural-20 (RA-20)**

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

Goal 3: Optimize the Uses of Land Within the County of Moore

- Recommendation 3.1: Maximize accessibility among living, working, and shopping areas.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to an existing highway, other developed residential properties, has access to public water, and is in close proximity to the Seven Lakes community providing practicality, easy access, and reduced travel times.

Therefore, the Moore County Board of Commissioners **APPROVES** of the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End.

---

Frank Quis, Chair

Moore County Board of Commissioners

---

Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**Highway Commercial (B-2) to Rural Agricultural-20 (RA-20)**

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

Goal 3: Optimize the Uses of Land Within the County of Moore

- Recommendation 3.1: Maximize accessibility among living, working, and shopping areas.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners **DENIES** the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End.

---

Frank Quis, Chair

Moore County Board of Commissioners

---

Date

## CHAPTER 6 TABLE OF USES

### 6.1 Use Table

- A. Permitted Uses. P = Permitted uses are a use-by-right approved by the Administrator.
- B. Conditional Uses. C = Conditional Use Permit approval required. (Refer to Chapter 12.)
- C. Conditional Zoning. Z = Condition Rezoning within a parallel conditional zoning district required. (Refer to Chapter 11.)
- D. Building Code Classification.

The “Bldg. Code Group” column is intended for reference purposes only and is subject to change without notice. Classifications should be verified by the Building Inspector and should follow the regulations of the applicable “Use & Occupancy Classification” per the 2012 NC Building Code. Change of uses will require sealed plans to be approved by the Building Inspector.

A = Assembly	M = Mercantile
B = Business	R = Residential
E = Education	S = Storage
F = Factory Industrial	U = Utility & Miscellaneous
H = Hazardous	Mix = Mixed Uses (Separation standards may apply)
I = Institutional	

- E. Prohibited Uses. Blank = Districts in which particular uses are prohibited, unless the Administrator determines that the use is similar to an allowed individual use by applying the following criteria:
  1. The actual or projected characteristics of the activity.
  2. The relative amount of site area or floor space and equipment utilized.
  3. Relative amounts of sales from the activity and customer type for the activity.
  4. The relative number of employees and hours of operation.
  5. Building and site arrangement and likely impact on surrounding properties.
  6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES & ACCESSORY BUILDINGS	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Accessory Uses & Buildings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.1	R, S, U

AGRICULTURAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Agricultural Uses and Buildings (Not a Bona Fide Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.2	U
Bona Fide Farm	"Bona Fide Farm" exemption status is obtained through the Moore County Planning Department.													8.3	S, U	

RESIDENTIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>SINGLE FAMILY HOUSEHOLD</b>																
Accessory Dwelling Located within Stick Built Dwelling	P	P	P	P			P	P	P						8.4	R
Accessory Dwelling Located within Non-Residential Building											P	P	P		8.5	Mix
Accessory Manufactured Home	P	P	P	P			P	P	P						8.6	R
Accessory Stick Built Dwellings	P	P	P	P			P	P	P						8.7	R
Dwellings, Single Family	P	P	P	P	P	P	P	P	P						8.8	R-3
Dwellings, Duplexes	P	P				P	P								8.9	R-3
Family Care Home (6 or less)	P	P	P	P	P	P	P	P	P						8.10	I, R
Home Occupation, Level 1	P	P	P	P	P	P	P	P	P						8.11	R
Home Occupation, Level 2			Z	Z			Z	Z							8.12	R
Manufactured Home	P	P	P	P			P	P	P						8.13	R-3
Manufactured Home Park									Z						8.14	Mix
Personal Workshop / Storage Building	P	P	P	P			P	P	P						8.15	R, S
Planned Unit Development – Mixed Use	Conditional Rezoning to PUD-CZ is required.													8.16	Mix	
<b>MULTIFAMILY RESIDENTIAL</b>																
Group Care Facility									Z			C	P		8.17	I, R
Multifamily Dwellings (3 or more units per lot)	Conditional Rezoning to MF-CZ is required.													8.18	R-2	
Nursing Home	C	C	C	C					C			P	P		8.19	B, I

COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCSL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>ANIMAL SERVICES</b>																
Animal Shelter									Z					P	8.20	B
Animal Training Facility, Military									Z					P	8.21	B
Kennels, Overnight									Z		Z	Z		P	8.22	B
Pet Day Care, Grooming, Obedience Training									Z		P	P	P		8.23	B
Veterinary Clinic							P		Z		P	P	P		8.24	B
<b>OFFICES &amp; GENERAL SERVICES</b>																
Automatic Teller Machine (ATM)											P	P	P	P	8.25	U
Beauty / Barber Shop / Nail Salon						P					P	P	P		8.26	B
Bed and Breakfast	Z	Z	Z	Z				Z	Z						8.27	
Dry Cleaning and Laundromat						P					P	P	P	P	8.28	B
Equestrian Cottage							Z								8.29	
Hotel and Motel													P		8.30	R-1
Office											P	P	P	P	8.31	B
Small Appliance Repair Shop											P	P	P	P	8.32	B
Trade Contractor Office and Workshop											P	Z	P	P	8.33	B, S
COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCSL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>RETAIL SERVICES</b>																
Auction House												P	P	P	8.34	A-3, B
Convenience Store						P			C		P	P	P	P	8.35	M
Feed and Seed Sales							C		C			P	P	P	8.36	B, M
Florist									P		P	P	P	P	8.37	B
Flea Market									Z			Z	P		8.38	B, M
Garden Center											P	P	P		8.39	M, U
Manufactured or Modular Home Sales													P	P	8.40	B
Restaurant						P					P	P	P	P	8.41	A-2
Retail											P	P	P		8.42	M
Shopping Centers													Z	C	8.43	M
Wholesales											C		P	P	8.44	M

COMMERCIAL USES (CONTINUED)	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>VEHICLE SERVICES</b>																
Boat & RV Storage					P						P		Z		8.45	S-1
Car Wash or Auto Detailing											P	P	P	P	8.46	B
Commercial Truck Wash												C	P	P	8.47	B
Parking Lot as principal use of lot											P	P	P	P	8.48	S-2
Taxi Service												Z	P	P	8.49	B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV - Sales, Rental, or Service											P	P	P	P	8.50	B, S-1
Vehicle Service Stations (Gas Stations)											Z	P	P	P	8.51	M
Vehicle Wrecker Service												Z	Z	P	8.52	S-1
<b>ADULT USES</b>																
Adult Gaming Establishments														C	8.53	B
Bars / Tavern											C		P		8.54	A-2
Brewery / Winery									C		P	P	P		8.55	A-2, F
Dance Club, Night Club, Billiard											Z		P		8.56	A-2, A-3
Distillery													P		8.57	F-1
Massage & Bodywork Therapy Practice, Unlicensed													P		8.58	B
Pawn Shop											Z		P	P	8.59	B
Sexually Oriented Business														Z	8.60	A-2, M
Tattoo Parlor, Body Piercing													P		8.61	B

EDUCATIONAL & INSTITUTIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Cemetery or Mausoleum, Commercial			C	C			C		C			P			8.62	n/a
Cemetery, Family	P	P	P	P	P	P	P	P	P	P					8.63	n/a
Child Care Facility	C	C	C	P		C	C	C	C		C	P	P		8.64	E, I
Child Care Home Facility	C	P	P	P			C	C	P						8.65	E, R
Colleges, Business & Trade Schools										C			P	P	8.66	B
Funeral Home, accessory crematorium											P	P	P	P	8.67	A-3, B
Government Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.68	B
Hospital	P	P	P	P	C	C	P	P	P	P		P	P	P	8.69	I
Museums and Art Galleries									C		P	P	P		8.70	A-3
Religious Institutions	P	P	P	P	P		P	P	P	P	P	P	P		8.71	A-3, E
Security Training Facility									C						8.72	B
Schools, Elementary, Middle, High												P	P		8.73	E

RECREATIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Accessory, Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.74	A, R
Airport, Public or Private									C					Z	8.75	A-3, B
Airstrip, Small Private									C			P			8.76	B
Assembly Hall						Z			Z		Z		Z	P	8.77	A-4, A-5
Camp or Care Centers									P						8.78	A-3, R-1
Campground, Public and Private									P						8.79	A-3, R-1
Camp, Recreation Day									P						8.80	A-3
Civic / Social Club, Lodge, & Organization			P	P	C	C			C		P	P	P		8.81	A-2, A-3
Golf Driving Range					C	C				P			P		8.82	A-3
Golf Course, including Par 3					C	C				P			P		8.83	U
Marina (fuel supplies)					P	P									8.84	M
Neighborhood Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.85	U
Recreation, Indoor											C	C	P		8.86	A-5
Recreation, Low Impact Outdoor		P P	P	P	P	P	P	P	P		C	P	P		8.87	A-5
Recreation, High Impact Outdoor									Z		Z		P		8.88	
Shooting Range, Indoor									Z				P		8.89	A-5
Shooting Range, Outdoor									Z				P		8.90	A-5
Zoo, Petting Zoo									Z				P		8.91	A-5, U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>PRODUCTION</b>																
Manufacturing, Light (no odors, no smoke)														P	8.92	F
Manufacturing, General														Z	8.93	F-1, F-2
<b>UTILITIES / SERVICES</b>																
Amateur Radio and Receive-only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.94	U
Contractors Storage Yard and Office									Z				P	P	8.95	S-1, U
Crematorium Facility													Z	P	8.96	B
Public & Private Utility Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.97	U
Solar Collector Facility														C	8.98	U
Solar Collectors, On-Site Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.99	U
Wireless Communication Facility									Z				Z	Z	8.100	U
Collocation on Existing WCF	P	P	P	P			P	P	P	P	P	P	P	P	8.101	U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>WAREHOUSING</b>																
Mini-Warehouse (Self-Service)						P					Z	Z	P	P	8.102	S
Warehousing and/or Distribution Center									Z				C	P	8.103	S-1, S-2
<b>WASTE RELATED SERVICES</b>																
Debris Management Facility									Z			Z		P	8.104	U
Hazardous Waste /Toxic Chemicals Disposal or Processing														C	8.105	U
Landfill														C	8.106	U
Mining / Quarry Operation									Z					C	8.107	U
Salvage Yard														C	8.108	U

TEMPORARY USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.109	S-1
Drop-In Child Care Facility											P	P	P		8.110	
Itinerant Merchant											P	P	P	P	8.111	n/a
Land Clearing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.112	F-1
Manufactured Home or RV, Temporary	P	P	P	P			P	P	P						8.113	R-3
Real Estates Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.114	S-1
Temporary Events (Special Event)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.115	n/a
Yard Sales, Residential and Civic	P	P	P	P	P	P	P	P	P			P	P		8.116	n/a

OTHER USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Major Subdivision – Residential (1)	C	C						C							18.6-18.11	Mix
Major Subdivision – Non-Residential (Business Park)													C	C	18.6-18.11	Mix

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

Electronically Recorded

March 1, 2019 11:26:49 AM

Book: 5095 Page: 156 - 158 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$360.00

Instrument # 2019002543

**GENERAL WARRANTY DEED****THIS INSTRUMENT PREPARED BY:**

Michelle Stinnett  
Lorenz & Creed Law Firm, PLLC  
230 N. Bennett Street  
Southern Pines, NC 28387

TO BE RECORDED IN THE  
DEED RECORDS OF  
MOORE COUNTY, NC

**Excise Tax: \$ 360.00**THIS DEED made this 27 day of February, 2019, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
<b>JOHNSON IMPROVEMENT COMPANY, LLC, a North Carolina Limited Liability Company, successor by merger with JOHNSON IMPROVEMENT COMPANY, a North Carolina General Partnership</b> Mailing Address: 9345 Martin Rd. Roswell, GA 30076	<b>JOHNNY HARRIS AND WIFE, KATHY HARRIS</b>  Mailing Address: 4291 Dowd Road Carthage, NC 28327

**WITNESSETH:**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, the Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land (referred to in the singular, whether one or more) situated in Mineral Spring Township, Moore County, North Carolina, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. SAID EXHIBIT BEING INCORPORATED HEREIN BY REFERENCE AS FULLY AS IF SET FORTH HEREON.**

submitted electronically by "Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Moore County Register of Deeds.

This property herein described does not include the primary residence of the Grantor.

And being a portion of the property conveyed to Grantor in instrument recorded in Book 177, Page 311, in the Moore County, North Carolina, Register of Deeds. The attorney preparing this instrument has not searched the title to the real property hereby conveyed and makes no opinion relative to the status of the title to the real property hereby conveyed.

This conveyance is made subject to (i) the lien of the County of Moore for taxes and other assessments for the current year, which taxes or other assessments shall be pro-rated as of the date of closing and which Grantee by acceptance of this deed expressly agrees to pay; (ii) utility easements of record; and (iii) unviolated restrictive covenants of record that do not materially affect the value of the property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions noted herein.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

JOHNSON IMPROVEMENT COMPANY, LLC  
A North Carolina Limited Liability Company

By: [Signature] (SEAL)  
William A. Johnson, III, Member-Manager

STATE OF NC  
COUNTY OF Moore

I certify that the following person(s) personally appeared before me this day and  I have personal knowledge of the identity of the principal(s);  I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license;  a credible witness has sworn to the identity of the principal(s); the principal(s) acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name of Principal(s): William A. Johnson, III, Member-Manager - JOHNSON IMPROVEMENT COMPANY, LLC.

Date: 2/27/19

[Signature]  
Notary Public

Rhonda O'Brien  
Printed or typed name of Notary Public

My commission expires: 4/1/22



[SEAL]

NOTARY PUBLIC: Please place an (X) in the space that describes the method of identifying the principal and (--) in the spaces that do not apply.

**EXHIBIT "A"**

Lying and being in Mineral Springs Township, Moore County, NC and being Tract 2, containing 26.32 acres more or less, the identical tract or parcel of land shown, indicated and designated on that certain plat or map recorded in Plat Cabinet 5, Slide 130, Moore County Registry, Carthage, NC, and to which reference is hereby made.

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 8, 2020

**SUBJECT:** Public Hearing General Use Rezoning Request:  
Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) – Juniper Lake Road

**PRESENTER:** Debra Ensminger

**REQUEST**

Audio & Electronic Concepts, Inc. c/o Vance Keller is requesting a General Use Rezoning from Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road, owned by Audio & Electronic Concepts, Inc., per Deed Book 1659 Page 23.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property.

**BACKGROUND**

There are four unoccupied buildings (a single-family dwelling unit, two storage buildings, and a convenience store which is now closed). Adjacent properties include single family dwellings, the Veterans Motorcycle Club, and the “Juniper Lake Place” which comprises of several businesses.

**ZONING DISTRICT COMPATIBILITY**

The surrounding area is zoned a mixture of Residential and Agricultural-20 (RA-20), Residential and Agricultural-40 (RA-40), and Highway Commercial (B-2).

**CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN**

The site has a Medium Density Residential Land Use Classification. The requested zoning to Highway Commercial (B-2) is not compatible with the Medium Density Residential Land Use Classification.

The Medium Density Residential Land Use Classification is a density of 2 (two) to 4 (four) dwellings per acre, single family detached or attached. Housing may include a mixture of dwelling types, including single-family detached, duplex, patio home, semi-detached/attached dwelling, multi-family, or townhouse. This may also include certain non-residential neighborhood supportive uses such as schools, daycares, churches, and others. Density would require engineered sewerage disposal systems. Public infrastructure and facilities such as roads,

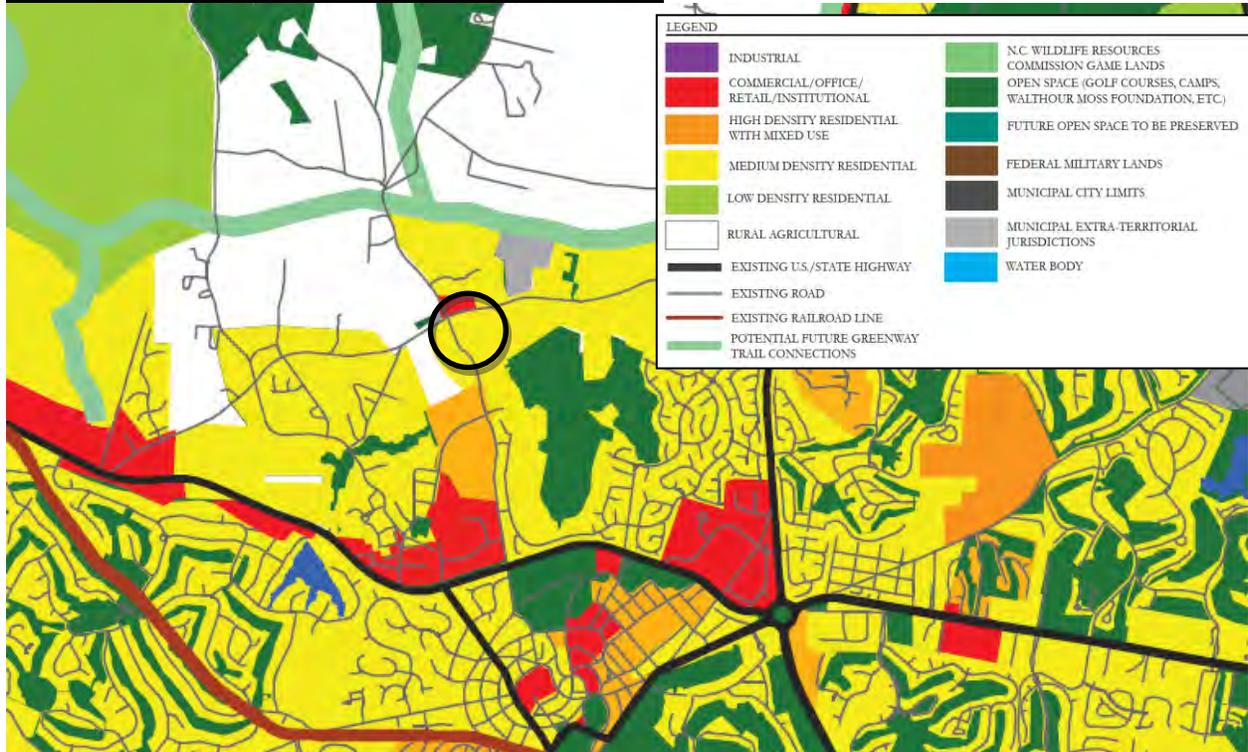
water, sewer, schools, fire/rescue, open space, and must be adequate to accommodate the development. The public service providers in the proximity of these areas shown on the Future Land Use Map shall consider extending, upgrading, and/or preserving infrastructure in these locations.

The Commercial/Office/Retail/Institutional Land Use Classification’s primary use is intended for shopping/retail uses, dining, entertainment, services, general office space, medical offices, banks, schools, daycares, places of worship, libraries, etc. The Moore County Unified Development Ordinance states the Highway Commercial (B-2) district provides for the development of commercial and service centers that serve community, countywide, or regional commercial needs, are accessible by residents from surrounding neighborhoods, and are of such nature so as to minimize conflicts with surrounding residential areas.

Although this site is located within the Medium Density Residential Land Use Classification, the site is located adjacent to the Commercial/Office/Retail/Institutional Land Use Classification, as indicated by the red color on the map below, and is located adjacent to other non-residential uses.

The rezoning request is also consistent with several goals as included in the attached Land Use Plan Consistency Statement, including Goal 3.1: Maximize accessibility among living, working, and shopping areas, and Recommendation 1.7: Support and promote local businesses. Therefore, if approved, staff recommends updating the Land Use Map to reclassify this site to the Commercial/Office/Retail/Institutional Land Use Classification.

**MOORE COUNTY FUTURE LAND USE MAP**



### **IMPLEMENTATION PLAN**

Hold the public hearing and approve / deny the rezoning request.

### **ACTION BY THE PLANNING BOARD**

The Planning Board recessed the regular scheduled June 4, 2020 meeting until June 11, 2020 and recommended denial with a 4-3 vote.

### **FINANCIAL IMPACT STATEMENT**

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

### **RECOMMENDATION**

This item requires two separate motions:

**Motion #1:** Make a motion to adopt the attached **Approve** or **Deny** Moore County Board of County Commissioners Land Use Plan Consistency Statement and authorize its Chairman to execute the document as required by North Carolina General Statute 153A-341. As specified in the Land Use Plan Consistency Statement, a declaration of approval is also deemed an amendment to the Land Use Plan.

**Motion #2:** Make a motion to **Approve** or **Deny** the General Use Rezoning from Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road, owned by Audio & Electronic Concepts, Inc., per Deed Book 1659 Page 23.

### **ATTACHMENTS**

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Aerial Map
- Land Use Map
- Rezoning Map
- Rezoning Application
- Planning Board Consistency Statement – Approval
- Planning Board Consistency Statement – Denial
- UDO – Chapter 6. Table of Uses
- Deed Book 1659 Page 23

**View of subject property**



**Adjacent property – 3664 Murdocksville Road**



**Adjacent property – 3625 Murdocksville Road**



**Adjacent property – 3674 Murdocksville Road**



**Adjacent property – 3621 Murdocksville Road**



**Adjacent property – 990 Juniper Lake Road**



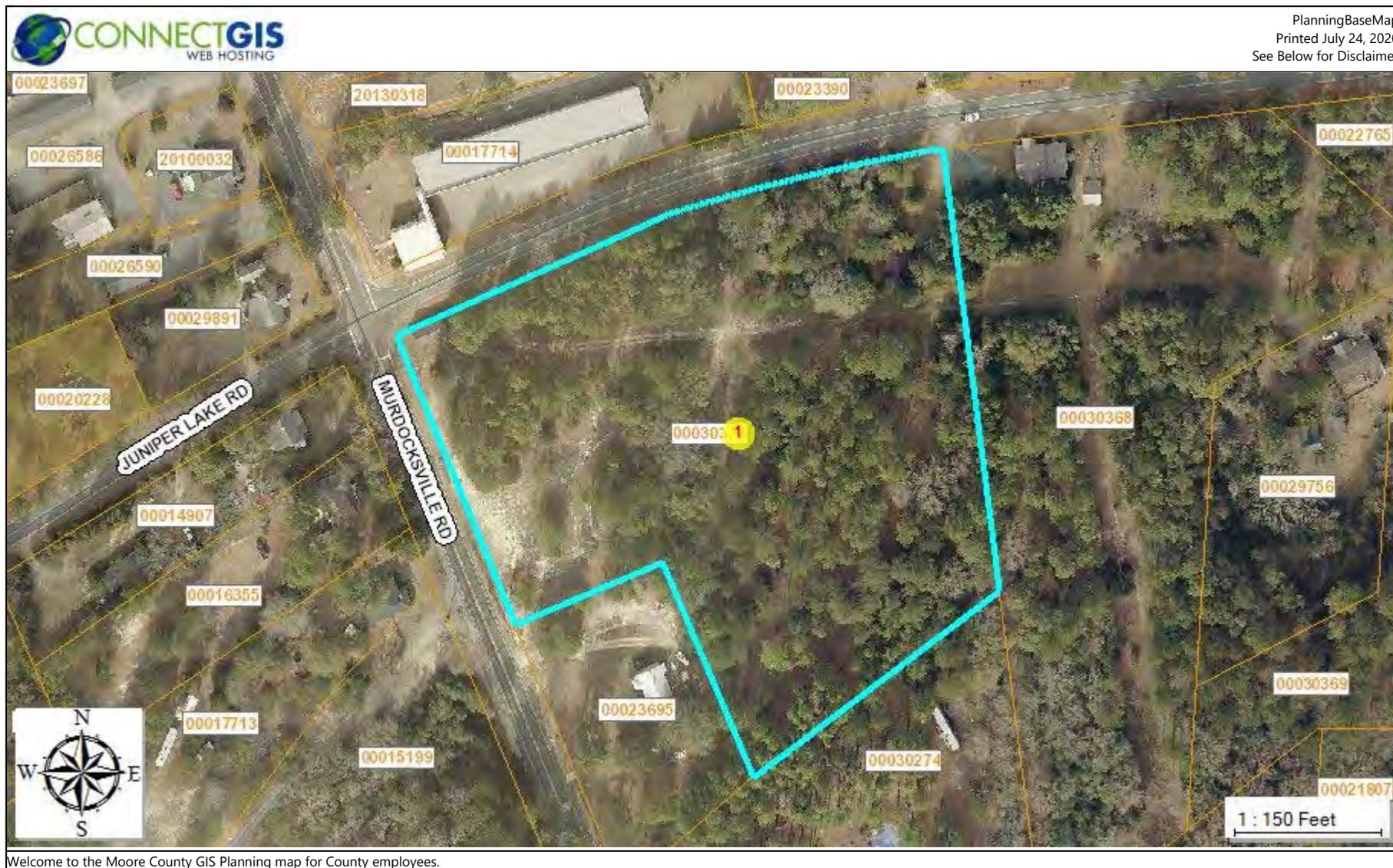
**View of Carousel Street**



**Adjacent property – 975 Juniper Lake Road**







**Land Use Map**

Single Family Dwelling

Warehouses

Office Building

Warehouses

Juniper Lake Place

Single Family Dwellings

Single Family Dwelling

Manufactured Home

Single Family Dwellings

Veterans Club

Single Family Dwelling

Single Family Dwelling

Single Family Dwelling



Zoning Map

RA-20

RA-40

CAROUSEL

RA-40

B-2

RA-20

Shaded areas requested  
to be rezoned to B-2

RA-20

RA-20

THE TOWN OF  
TAYLORTOWN

JUNIPER LAKE

MURDOCKSVILLE

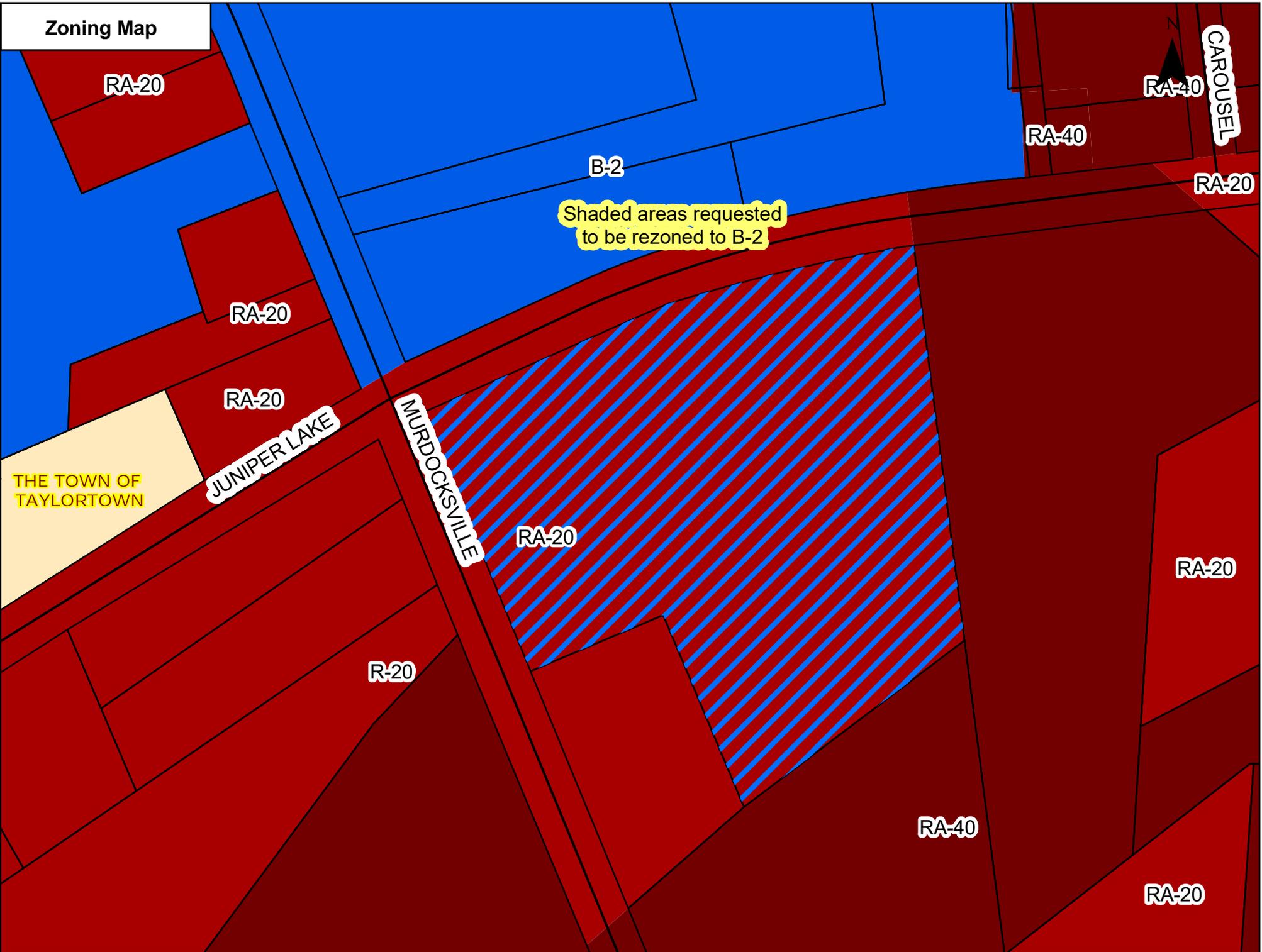
RA-20

RA-20

R-20

RA-40

RA-20



App# 29340

# County of Moore Planning and Transportation



Inspections/Permitting: (910) 947-2221  
Planning: (910) 947-5010  
Transportation: (910) 947-3389  
Fax: (910) 947-1303

## GENERAL USE REZONING APPLICATION

Application Date: <u>APRIL 10, 2020</u>			
Location/Address of Property: <u>Jumper Lake &amp; Murdocksville Roads, West End (PID 00030372)</u>			
Applicant: <u>AUDIO &amp; ELECTRONIC CONCEPTS, INC / VANCE KELLER</u>		Phone: <u>315-3113</u>	
Applicant Address: <u>PG Box 3275</u>	City: <u>PINEHURST</u>	St: <u>NC</u>	Zip: <u>28374</u>
Owner: <u>AUDIO &amp; ELECTRONIC CONCEPTS, INC / VANCE KELLER</u>		Phone: <u>315-3113</u>	
Owner Address: <u>Box 1063 SEVEN LAKES NORTH</u>	City: <u>WEST END</u>	St: <u>NC</u>	Zip: <u>27376</u>
Current Zoning District: <u>RA - 20</u>	Proposed Zoning District: <u>B-2</u>		
Comments:     			
I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.			
<u>Vance Keller</u>		<u>4/10/20</u>	
Applicant/Owner Signature		Date	
Applicant/Owner Signature		Date	
Office Use Only:			
PAR ID: <u>00030372</u>			
<u>Chermain Pearson</u>		<u>4/20/2020</u>	
Received By		Date	

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2)**

The Moore County Board of Commissioners finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Recommendation 1.7: Support and promote local businesses
- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

Goal 3: Optimize the Uses of Land Within the County of Moore

- Goal 3.1: Maximize accessibility among living, working, and shopping areas
- Recommendation 3.4: Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

2. Approval of the rezoning request is also deemed an amendment to the Land Use Plan Future Land Use Map by reclassifying the site to the Commercial/Office/Retail/Institutional Land Use Classification.

3. Contributing factors in the rezoning approval is in response to managing the demand of new businesses needed to accommodate residential growth, largely resulting from the influx of families spurred by Fort Bragg's growth from the Base Realignment and Closure.

4. The rezoning request is reasonable and in the public interest considering the property is located adjacent to the Pinehurst and Taylortown communities.

Therefore, the Moore County Board of Commissioners recommends **APPROVAL** of the General Use Rezoning from Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road.

---

Frank Quis, Chairman, Board of Commissioners

---

Date

**Moore County Planning Board**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**

**Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2)**

The Moore County Planning Board finds that:

1. The rezoning request is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Recommendation 1.7: Support and promote local businesses
- Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

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- Goal 3.1: Maximize accessibility among living, working, and shopping areas
- Recommendation 3.4: Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

2. Approval of the rezoning request is also deemed an amendment to the Land Use Plan Future Land Use Map by reclassifying the site to the Commercial/Office/Retail/Institutional Land Use Classification.

3. Contributing factors in the rezoning approval is in response to managing the demand of new businesses needed to accommodate residential growth, largely resulting from the influx of families spurred by Fort Bragg's growth from the Base Realignment and Closure.

4. The rezoning request is reasonable and in the public interest considering the property is located adjacent to the Pinehurst and Taylortown communities.

Therefore, the Moore County Planning Board recommends **Denial** of the General Use Rezoning from Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road.

---

Frank Quis, Chairman, Board of Commissioners

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Date

## CHAPTER 6 TABLE OF USES

### 6.1 Use Table

- A. Permitted Uses. P = Permitted uses are a use-by-right approved by the Administrator.
- B. Conditional Uses. C = Conditional Use Permit approval required. (Refer to Chapter 12.)
- C. Conditional Zoning. Z = Condition Rezoning within a parallel conditional zoning district required. (Refer to Chapter 11.)
- D. Building Code Classification.

The “Bldg. Code Group” column is intended for reference purposes only and is subject to change without notice. Classifications should be verified by the Building Inspector and should follow the regulations of the applicable “Use & Occupancy Classification” per the 2012 NC Building Code. Change of uses will require sealed plans to be approved by the Building Inspector.

A = Assembly	M = Mercantile
B = Business	R = Residential
E = Education	S = Storage
F = Factory Industrial	U = Utility & Miscellaneous
H = Hazardous	Mix = Mixed Uses (Separation standards may apply)
I = Institutional	

- E. Prohibited Uses. Blank = Districts in which particular uses are prohibited, unless the Administrator determines that the use is similar to an allowed individual use by applying the following criteria:
  1. The actual or projected characteristics of the activity.
  2. The relative amount of site area or floor space and equipment utilized.
  3. Relative amounts of sales from the activity and customer type for the activity.
  4. The relative number of employees and hours of operation.
  5. Building and site arrangement and likely impact on surrounding properties.
  6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES & ACCESSORY BUILDINGS	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Accessory Uses & Buildings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.1	R, S, U

AGRICULTURAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Agricultural Uses and Buildings (Not a Bona Fide Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.2	U
Bona Fide Farm	"Bona Fide Farm" exemption status is obtained through the Moore County Planning Department.													8.3	S, U	

RESIDENTIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>SINGLE FAMILY HOUSEHOLD</b>																
Accessory Dwelling Located within Stick Built Dwelling	P	P	P	P			P	P	P						8.4	R
Accessory Dwelling Located within Non-Residential Building											P	P	P		8.5	Mix
Accessory Manufactured Home	P	P	P	P			P	P	P						8.6	R
Accessory Stick Built Dwellings	P	P	P	P			P	P	P						8.7	R
Dwellings, Single Family	P	P	P	P	P	P	P	P	P						8.8	R-3
Dwellings, Duplexes	P	P				P	P								8.9	R-3
Family Care Home (6 or less)	P	P	P	P	P	P	P	P	P						8.10	I, R
Home Occupation, Level 1	P	P	P	P	P	P	P	P	P						8.11	R
Home Occupation, Level 2			Z	Z			Z	Z							8.12	R
Manufactured Home	P	P	P	P			P	P	P						8.13	R-3
Manufactured Home Park									Z						8.14	Mix
Personal Workshop / Storage Building	P	P	P	P			P	P	P						8.15	R, S
Planned Unit Development – Mixed Use	Conditional Rezoning to PUD-CZ is required.													8.16	Mix	
<b>MULTIFAMILY RESIDENTIAL</b>																
Group Care Facility									Z			C	P		8.17	I, R
Multifamily Dwellings (3 or more units per lot)	Conditional Rezoning to MF-CZ is required.													8.18	R-2	
Nursing Home	C	C	C	C					C			P	P		8.19	B, I

COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCSL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>ANIMAL SERVICES</b>																
Animal Shelter									Z					P	8.20	B
Animal Training Facility, Military									Z					P	8.21	B
Kennels, Overnight									Z		Z	Z		P	8.22	B
Pet Day Care, Grooming, Obedience Training									Z	P	P	P			8.23	B
Veterinary Clinic							P		Z	P	P	P			8.24	B
<b>OFFICES &amp; GENERAL SERVICES</b>																
Automatic Teller Machine (ATM)											P	P	P	P	8.25	U
Beauty / Barber Shop / Nail Salon						P					P	P	P		8.26	B
Bed and Breakfast	Z	Z	Z	Z				Z	Z						8.27	
Dry Cleaning and Laundromat						P					P	P	P	P	8.28	B
Equestrian Cottage							Z								8.29	
Hotel and Motel													P		8.30	R-1
Office											P	P	P	P	8.31	B
Small Appliance Repair Shop											P	P	P	P	8.32	B
Trade Contractor Office and Workshop											P	Z	P	P	8.33	B, S
COMMERCIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCSL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>RETAIL SERVICES</b>																
Auction House												P	P	P	8.34	A-3, B
Convenience Store						P			C		P	P	P	P	8.35	M
Feed and Seed Sales							C		C			P	P	P	8.36	B, M
Florist									P		P	P	P	P	8.37	B
Flea Market									Z			Z	P		8.38	B, M
Garden Center											P	P	P		8.39	M, U
Manufactured or Modular Home Sales													P	P	8.40	B
Restaurant						P					P	P	P	P	8.41	A-2
Retail											P	P	P		8.42	M
Shopping Centers													Z	C	8.43	M
Wholesales											C		P	P	8.44	M

COMMERCIAL USES (CONTINUED)	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>VEHICLE SERVICES</b>																
Boat & RV Storage					P						P		Z		8.45	S-1
Car Wash or Auto Detailing											P	P	P	P	8.46	B
Commercial Truck Wash												C	P	P	8.47	B
Parking Lot as principal use of lot											P	P	P	P	8.48	S-2
Taxi Service												Z	P	P	8.49	B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV - Sales, Rental, or Service											P	P	P	P	8.50	B, S-1
Vehicle Service Stations (Gas Stations)											Z	P	P	P	8.51	M
Vehicle Wrecker Service												Z	Z	P	8.52	S-1
<b>ADULT USES</b>																
Adult Gaming Establishments														C	8.53	B
Bars / Tavern											C		P		8.54	A-2
Brewery / Winery									C		P	P	P		8.55	A-2, F
Dance Club, Night Club, Billiard											Z		P		8.56	A-2, A-3
Distillery													P		8.57	F-1
Massage & Bodywork Therapy Practice, Unlicensed													P		8.58	B
Pawn Shop											Z		P	P	8.59	B
Sexually Oriented Business														Z	8.60	A-2, M
Tattoo Parlor, Body Piercing													P		8.61	B

EDUCATIONAL & INSTITUTIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Cemetery or Mausoleum, Commercial			C	C			C	C				P			8.62	n/a
Cemetery, Family	P	P	P	P	P	P	P	P	P						8.63	n/a
Child Care Facility	C	C	C	P		C	C	C	C		C	P	P		8.64	E, I
Child Care Home Facility	C	P	P	P			C	C	P						8.65	E, R
Colleges, Business & Trade Schools									C				P	P	8.66	B
Funeral Home, accessory crematorium											P	P	P	P	8.67	A-3, B
Government Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.68	B
Hospital	P	P	P	P	C	C	P	P	P	P		P	P	P	8.69	I
Museums and Art Galleries									C		P	P	P		8.70	A-3
Religious Institutions	P	P	P	P	P		P	P	P	P	P	P	P		8.71	A-3, E
Security Training Facility									C						8.72	B
Schools, Elementary, Middle, High												P	P		8.73	E

RECREATIONAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Accessory, Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.74	A, R
Airport, Public or Private									C					Z	8.75	A-3, B
Airstrip, Small Private									C			P			8.76	B
Assembly Hall						Z			Z		Z		Z	P	8.77	A-4, A-5
Camp or Care Centers									P						8.78	A-3, R-1
Campground, Public and Private									P						8.79	A-3, R-1
Camp, Recreation Day									P						8.80	A-3
Civic / Social Club, Lodge, & Organization			P	P	C	C			C		P	P	P		8.81	A-2, A-3
Golf Driving Range					C	C				P			P		8.82	A-3
Golf Course, including Par 3					C	C				P			P		8.83	U
Marina (fuel supplies)					P	P									8.84	M
Neighborhood Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.85	U
Recreation, Indoor											C	C	P		8.86	A-5
Recreation, Low Impact Outdoor		P P	P	P	P	P	P	P	P		C	P	P		8.87	A-5
Recreation, High Impact Outdoor									Z		Z		P		8.88	
Shooting Range, Indoor									Z				P		8.89	A-5
Shooting Range, Outdoor									Z				P		8.90	A-5
Zoo, Petting Zoo									Z				P		8.91	A-5, U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>PRODUCTION</b>																
Manufacturing, Light (no odors, no smoke)														P	8.92	F
Manufacturing, General														Z	8.93	F-1, F-2
<b>UTILITIES / SERVICES</b>																
Amateur Radio and Receive-only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.94	U
Contractors Storage Yard and Office									Z				P	P	8.95	S-1, U
Crematorium Facility													Z	P	8.96	B
Public & Private Utility Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.97	U
Solar Collector Facility														C	8.98	U
Solar Collectors, On-Site Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.99	U
Wireless Communication Facility									Z				Z	Z	8.100	U
Collocation on Existing WCF	P	P	P	P			P	P	P	P	P	P	P	P	8.101	U

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>WAREHOUSING</b>																
Mini-Warehouse (Self-Service)						P					Z	Z	P	P	8.102	S
Warehousing and/or Distribution Center									Z				C	P	8.103	S-1, S-2
<b>WASTE RELATED SERVICES</b>																
Debris Management Facility									Z			Z		P	8.104	U
Hazardous Waste /Toxic Chemicals Disposal or Processing														C	8.105	U
Landfill														C	8.106	U
Mining / Quarry Operation									Z					C	8.107	U
Salvage Yard														C	8.108	U

TEMPORARY USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.109	S-1
Drop-In Child Care Facility											P	P	P		8.110	
Itinerant Merchant											P	P	P	P	8.111	n/a
Land Clearing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.112	F-1
Manufactured Home or RV, Temporary	P	P	P	P			P	P	P						8.113	R-3
Real Estates Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.114	S-1
Temporary Events (Special Event)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	8.115	n/a
Yard Sales, Residential and Civic	P	P	P	P	P	P	P	P	P			P	P		8.116	n/a

OTHER USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
Major Subdivision – Residential (1)	C	C						C							18.6-18.11	Mix
Major Subdivision – Non-Residential (Business Park)													C	C	18.6-18.11	Mix

NORTH CAROLINA

2000 SEP 13 P 2:35

WARRANTY DEED

MOORE COUNTY

MRS. JUDITH M. ADAMS  
REGISTER OF DEEDS  
MOORE COUNTY, NC

THIS DEED, made and entered into this the 29th day of August, 2000 by and between **Preston D. Williamson and his wife, Mary L. Williamson**, (hereafter "GRANTOR"), - TO - **Audio & Electronic Concepts, Inc.**, (hereafter "GRANTEE");

W I T N E S S E T H :

That the Grantor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey to the Grantee, his heirs, successors and assigns, all of that certain tract or parcel of land situate in Mineral Springs Township, Moore County, North Carolina, more particularly described as follows:

A certain tract or parcel of land in the Murdocksville Community, Mineral Springs Township, Moore County, North Carolina described as follows: Fronting on the east side of the Murdocksville Road, S. R. #1209 and fronting on the south side of Juniper Lake Road, S. R. #1216, beginning at an iron stake in the intersection of the east line of the Murdocksville Road with the south line of Juniper Lake Road, said stake located 30 feet from the center of each road and running as the south line of Road #1216 N 69° 36' 09" E 114.75 feet to an iron stake; thence continuing with the road N 71° 05' 57" E 146.24 feet to an iron stake; thence continuing with the road, a chord of N 79° 50' 31" E 327.95 feet to the intersection of the Juniper Lake Road with an old roadway; thence with and near the old roadway S 03° 28' 57" E through a carport 450.18 feet to a corner with the Jeff Williams 3.22 acre tract in the roadway; thence with the Jeff Williams line S 55° 03' 44" W 525.25 feet to a corner Jeff Williams east line; thence with Jeff' line N 18° 26' 47" W 237.20 feet to an iron stake in Dale Williams south line of his one acre tract as recorded in Book 430, at Page 558; thence S 72° 39' 29" W 162.88 feet to an iron stake in the east right of way line of the Murdocksville Road S. R. #1209; thence with the east line of said road N 17° 28' 21" W 164.66 feet and N 17° 29' 39" N 164.50 feet to the BEGINNING, containing 5.54 acres, more or less and being all of Grantors property as appears of record in Deed Book 430, at Page 555, Deed Book 430, at Page 557 and Deed Book 1659, at Page 17.

This conveyance is subject to: (i) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (ii) utility easements of record.

TO HAVE AND TO HOLD the aforesaid described land with all privileges and appurtenances thereunto belonging or in anywise appertaining to the said Grantee, his heirs, successors and assigns, in fee simple forever.

And the said Grantor, for himself and his heirs, successors and assigns, covenants with the said Grantee, his heirs, successors and assigns, that he is seized of the said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances; and that he does hereby forever

Tax: P.O. Box 3275  
Pinehurst, NC 28374

TAX ADDRESS  
RECORDING \$ 10.00  
STAMP \$ 42.00  
TOTAL \$ 52.00 pd

Prepared by: Hurley E. Thompson, Jr.  
Carthage, NC 28327

MOORE COUNTY NC  
09/13/2000  
\$42.00  
Real Estate  
Excise Tax



013452

warrant and will forever defend the said title to the same against the claims of all persons whomsoever, except for the exceptions noted herein.

The designation "Grantor" and "Grantee" as used herein shall include the singular as well as the plural and the masculine, feminine or neuter gender may be read in either the masculine, feminine or neuter gender or a combination thereof as the context may require in order to accurately refer to the person or persons first named hereinabove as "Grantor" and "Grantee".

IN WITNESS WHEREOF the said Grantor, has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in the corporate name by its duly authorized officers and its seal or a reasonable facsimile thereof to be hereunto affixed by authority of its duly elected Board of Directors, the day and year first above written.

Preston D. Williamson (SEAL)  
Preston D. Williamson

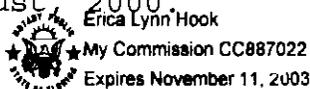
Mary L. Williamson (SEAL)  
Mary L. Williamson

STATE OF FLORIDA

COUNTY OF COLLIER

I, Erica Hook, a Notary Public of the County and State aforesaid, certify that Preston D. Williamson and his wife, Mary L. Williamson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 30 day of August, 2000.



Erica Hook (SEAL)  
NOTARY PUBLIC

My commission expires: 11/11/03.  
North Carolina -- Moore County

The foregoing Certificates of Erica Lynn Hook, Notary Public

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the filing stamp impressed or affixed hereon.

Judith M. Adams  
REGISTER OF DEEDS OF MOORE COUNTY

BY: Julia A. Adams  
Deputy/~~Assistant~~ - Register of Deeds

VIII.A.  
**Agenda Item:**  
**Meeting Date: August 18, 2020**

**MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM: Randy Gould, Director of Public Works**

**DATE: August 6, 2020**

**SUBJECT: Town of Vass Interlocal Agreement**

**PRESENTER: Randy Gould, PE**

**REQUEST:**

Approve the attached Resolution and Interlocal Agreement with the Town of Vass, NC for the Vass Phase 2 Sewer Project

**BACKGROUND:**

The design phase for the Vass Phase 2 sewer project is nearing completion. This proposed project is intended to complete the sewer service to the large unsewered area within Vass. The project is funded by a loan and grant commitment to Moore County by the USDA Rural Development and a CDBG grant commitment to Vass for services to qualifying customers.

The Town of Vass offered early in the project planning phase to contribute up to \$125,000 to the project to assist their citizens. Their contribution will be used to reduce the connection fees to the future sewer customers.

**IMPLEMENTATION PLAN:**

Approve the Interlocal Agreement with the Town of Vass, NC for the Vass Phase 2 Sewer Project.

**FINANCIAL IMPACT STATEMENT:**

None

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached Resolution and Interlocal Agreement with the Town of Vass, NC for the Vass Phase 2 Sewer Project and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Interlocal Agreement with the Town of Vass, NC for the Vass Phase 2 Sewer Project  
Resolution

**RESOLUTION APPROVING THE VASS PHASE 2 SEWER PROJECT AGREEMENT  
BETWEEN THE COUNTY OF MOORE AND THE TOWN OF VASS**

**WHEREAS**, the County of Moore (herein “County”) and the Town of Vass (herein “Town”) are entering into the attached Agreement for the Vass Phase 2 Sewer Project; and

**WHEREAS**, pursuant to N.C.G.S. §160A-461, the County and the Town are authorized to enter into Interlocal Agreements in order to execute any undertaking.

**NOW, THEREFORE, BE IT RESOLVED**, the County hereby approves the Vass Phase 2 Sewer Project Agreement between the County of Moore and the Town of Vass.

Adopted this the 18<sup>th</sup> day of August, 2020.

---

Francis R. Quis, Chairman  
Board of Commissioners

Attest:

---

Laura M. Williams  
Clerk to the Board

**Interlocal Agreement**  
between the  
**County of Moore**  
and the  
**Town of Vass**

This INTERLOCAL AGREEMENT (the “Agreement”), made and entered into this the 18<sup>th</sup> day of August 2020, by and between the **TOWN OF VASS**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as the “TOWN,” and the **COUNTY OF MOORE**, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, hereinafter referred to as the “COUNTY”;

WITNESSETH:

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by North Carolina General Statute 160A-461, *et seq.*, hereby covenant and agree as follows:

1. The County is undertaking the Vass Phase 2 Sewer Project (hereinafter “the Project”) to extend sewer service into areas of the Town of Vass that are not currently served; and
2. The Town will pay the County a maximum of \$125,000 toward the Project over a period of five (5) years at a rate of up to \$25,000 per fiscal year. \$25,000 is the maximum that will be paid in any fiscal year. Any reduced payment will be made in the 5th year. The initial payment shall occur within 15 days after Moore County executes a Construction Contract for the proposed sewer system. The subsequent yearly payments shall be due to the County on before August 1<sup>st</sup> of each year; and
3. The payment by the Town will be applied to reduce the sewer connection fees for future Moore County sewer customers located within the corporate limits or the extraterritorial jurisdiction (the “ETJ”) of the Town of Vass who will be served by the newly constructed system. Notwithstanding the foregoing, properties located in the ETJ shall be eligible for the reduced connection fee only if they submit a signed petition for voluntary annexation into the Town of Vass. The petition for annexation must be submitted at or prior to the time the connection fee discount is applied. If at any time prior to annexation the petition for annexation is withdrawn, the owner of property located within the ETJ shall be obligated to refund the connection fee discount in full and shall be responsible for payment of the full tap fee to the County for sewer services; and
4. The current sewer connection fee is \$1,881. The County intends to use the funds received through this Agreement to reduce the connection fee to \$500 for the first 69 customers located within the corporate limits or ETJ of the Town of Vass to connect to the expanded sewer system. Nothing in this Agreement shall limit or otherwise impair the County’s ability, in its sole discretion, to increase or lower sewer connection fees. The County shall, however, receive written approval from the Town prior to changing the connection fee discount set forth in this Agreement; and

5. The funds paid by the Town of Vass pursuant to this Agreement will be available during the construction period for the new sewer. Any connections made after the date of substantial completion of the Vass Phase 2 Sewer Project are not eligible for reduction in connection fee under this program; and
6. In addition to reducing connection fees for future Moore county sewer customers, the Vass payment of \$125,000 includes up to \$31,777 for the connection of up to 43 customers which qualify for Community Development Block Grant (“CDBG”) program connection assistance. The construction cost for the sewer to serve those CDBG customers will be a part of the USDA loan and grant funding for the project; and
7. In addition to paying up to \$125,000, the Town will pay up to an additional \$49,106 in CDBG funds for the connection of up to 43 customers who qualify for the CDBG program. The \$49,106 is payable for 43 connection fees at the rate of \$1,142 per connection and shall be paid to the County from the CDBG funds as funds are advanced and paid to the Town under the CDBG; and
8. The County shall use all funds collected pursuant to this Agreement for the construction of sewer service within the Vass corporate limits or extraterritorial jurisdiction; and
9. Except as expressly provided herein, the County shall be solely liable for all costs, fees, and other expenses associated with the Project. Likewise, the County shall be solely responsible for obtaining any and all permits and other approvals necessary to complete the Project and for ensuring that the Project is completed in a timely manner; and
10. Termination. Either party may terminate this Agreement if the other party causes a material breach of the Agreement. Upon material breach, the party choosing to terminate shall provide prompt written notice to the other party, which notice may be by Certified Mail, Return Receipt Requested, or by email to the Vass Town Administrator or the Moore County Manager, as appropriate. Upon receipt of written notice, the breaching party shall have thirty (30) days to cure the breach. If the breaching party fails to timely cure the breach, the Agreement shall automatically terminate, and neither party shall have any remaining obligation whatsoever pursuant to this Agreement; and
11. Dispute Resolution. Any dispute arising out of this Agreement may be litigated in the Moore County Superior Court. Prior to litigation, the parties may, but are not required, to attempt to resolve the dispute through nonbinding mediation; and
12. This Agreement may only be modified in writing by both parties; and
13. The effective date of this Interlocal Agreement shall be September 1, 2020.

IN WITNESS WHEREOF, the TOWN OF VASS has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and THE COUNTY OF MOORE has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

[The remainder of this page has been left blank intentionally.  
Signatures are on the following page.]

**TOWN OF VASS, NORTH CAROLINA**

By: \_\_\_\_\_  
Henry E. Callahan, Mayor

ATTEST:

[SEAL]

By: \_\_\_\_\_  
Mabel Walden, Town Clerk

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

By: \_\_\_\_\_  
\_\_\_\_\_, Vass Finance Officer

**COUNTY OF MOORE, NORTH CAROLINA**

By: \_\_\_\_\_  
Francis R. Quis, Chairman  
Moore County Board of Commissioners

ATTEST:

[SEAL]

By: \_\_\_\_\_  
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.

By: \_\_\_\_\_  
Caroline Xiong, Moore County Finance Officer

**Agenda Item:** VIII.B.  
**Meeting Date:** 08/18/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Public Works Director  
**DATE:** August 6, 2020  
**SUBJECT:** Emergency Repairs- Charles R. Underwood, Inc.  
**PRESENTER:** Randy Gould, PE

**REQUEST:**

This is a request to approve a Contract for Services with Charles R. Underwood, Inc. for emergency repairs.

**BACKGROUND:**

Routine and Emergency repairs of the Moore County Water and Wastewater pump stations are required during the year. Following Request for Proposals procurement procedures, Charles R. Underwood was selected for these yearly services.

**IMPLEMENTATION PLAN:**

Approve the Contract for Services and authorize the Chairman to sign.

**FINANCIAL IMPACT STATEMENT:**

The costs of these services are budgeted items within the water and wastewater annual operating budgets.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the Contract for Services with Charles R. Underwood, Inc. and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Contract for Services

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the 4th day of August, 2020, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Charles R. Underwood, Inc. (the "Contractor").

**1. SERVICES TO BE PROVIDED AND AGREED CHARGES**

The Contractor agrees to provide services and ("Services") pursuant to the provisions and specifications identified in Attachment 1, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

**2. TERM OF CONTRACT**

The term of this Contract is from August 4, 2020 through June 30, 2025.

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

**3. PAYMENT TO CONTRACTOR**

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$125,000.00 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

**4. INDEPENDENT CONTRACTOR**

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

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

**5. INSURANCE**

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

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

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for 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 can be found on the State Treasurer's website at the address <https://www.netreasurer.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 N.C.G.S., Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

#### **11. NON-DISCRIMINATION IN EMPLOYMENT**

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

#### **12. GOVERNING LAW**

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

#### **13. TERMINATION OF AGREEMENT**

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

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

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

#### **14. SUCCESSORS AND ASSIGNS**

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

#### **15. COMPLIANCE WITH LAWS**

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

**16. NOTICES**

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

COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS  
ATTN: RANDY GOULD, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR: CHARLES R. UNDERWOOD, INC.  
ATTN: RUSSELL D. UNDERWOOD  
2000 BOONE TRAIL RD.  
SANFORD, NC 27330

**17. AUDIT RIGHTS**

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

**18. COUNTY NOT RESPONSIBLE FOR EXPENSES**

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

**19. EQUIPMENT**

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

**20. PRIORITY OF DOCUMENTS**

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

**21. SEVERABILITY**

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

**22. NON-WAIVER**

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

**23. ENTIRE AGREEMENT**

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

**24. AMENDMENT**

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

**25. DRAFTED BY BOTH PARTIES**

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

**26. HEADINGS**

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

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

**COUNTY OF MOORE**

**CHARLES R. UNDERWOOD, INC.**

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

\_\_\_\_\_  
Russell D. Underwood  
President

**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

## SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required to perform routine and emergency water and sewer pump station electrical and mechanical repairs and maintenance on sewer lift stations, water booster pump stations, and drinking water wells.

Contractor will be licensed to perform all aspects of electrical and mechanical repair including but not limited to: pipe fitting within wet wells, pulling of pumps and motors, electrical and control circuitry investigation and pump and motor troubleshooting.

### A. Work to be performed with provided rates:

- A.1 Sewage lift station repairs up to and greater than 200 HP pump and motors to include submersible, suction lift, dry pit, and pneumatic stations
- A.2 Water booster pumping station repairs up to and greater than 200 HP pump and motors
- A.3 Pipe fitting and repair work within lift stations and water pumping stations
- A.4 Water and wastewater control valves repair
- A.5 Motor and Pump Rebuilds off-site with two-year warranties
- A.6 Pulling, repairing, and replacing deep well pumps and motors
- A.7 Third party crane certified operators contact and coordination
- A.8 By-pass pump installation, operation, and service of pumps

### B. Contractor must provide the following:

- B.1 Maximum of 1-hour on-site response time to emergencies
- B.2 An active NC Unlimited General Contractor's License and NC Intermediate Electrical License
- B.3 A licensed Professional Engineer with pump station design experience
- B.4 An understanding of water and wastewater controls
- B.5 A 2 Year warranty on all well and pump work, including push/pull labor 24-7 Emergency service provided; except submersible sewage pumps, which are 12 months, non-prorated
- B.6 A thorough knowledge of design and hydraulics, pump theories of wastewater and water system operations with ability to conduct hydraulic surveys and troubleshooting of systems
- B.7 Meets applicable OSHA required safety training for confined spaces, job site management, crane trucks with provided documentation with rescue certified personnel.
- B.8 A Customer support for warranties of equipment
- B.9 A First aid / CPR trained personnel and Confined Space Entry and Rescue Trained Personnel
- B.10 Maintains complete records of all work done for Moore County.

## Certificate Of Completion

Envelope Id: B154F8B8EFFB431686DD008DC56A4EE2 Status: Sent  
 Subject: Please DocuSign: 7-14-20 Contract - PW - Charles R. Underwood Inc. - Mechanical Routine Emerg ...  
 Source Envelope:  
 Document Pages: 6 Signatures: 0 Envelope Originator:  
 Certificate Pages: 6 Initials: 0 Cheryl Zielsdorf  
 AutoNav: Enabled czielsdorf@moorecountync.gov  
 Envelopeld Stamping: Enabled IP Address: 184.2.42.2  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original Holder: Cheryl Zielsdorf Location: DocuSign  
 7/14/2020 3:45:22 PM czielsdorf@moorecountync.gov

## Signer Events

Signature	Timestamp
Randy Gould rgould@moorecountync.gov Security Level: Email, Account Authentication (None)	Completed Sent: 7/14/2020 3:51:18 PM Viewed: 7/14/2020 4:45:55 PM Signed: 7/14/2020 4:46:03 PM
Using IP Address: 184.2.42.2	

### Electronic Record and Signature Disclosure:

Accepted: 2/16/2018 12:47:43 PM  
 ID: c309a3f6-3097-4cf0-a15f-47e34520daff

Russell Underwood

spetty@crupumps.com

Security Level: Email, Account Authentication (None)

Sent: 7/14/2020 4:46:05 PM

### Electronic Record and Signature Disclosure:

Accepted: 4/2/2019 4:07:43 PM  
 ID: 529b5267-820e-4c74-b8f5-1b742886ea30

Terra Vuncannon

tvuncannon@moorecountync.gov

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

In Person Signing Host:  
 Laura Williams  
 clerktoboard@moorecountync.gov

In Person Signer:  
 Francis R. Quis, Jr., Chairman

Security Level: In Person

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Wilkison awilkison@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM
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Brian Patnode cpatnode@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM Viewed: 7/14/2020 4:44:04 PM
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Christopher Fuller cfuller@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM
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Josh Lambert jlambert@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM
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Laura Williams clerktoboard@moorecountync.gov Clerk to the Board County of Moore Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM
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Mary Munz mmunz@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:17 PM Viewed: 7/14/2020 3:59:21 PM
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Misty Leland mistyleland@moorecountync.gov County Attorney County of Moore Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/14/2020 3:51:18 PM
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Caroline Xiong cxiong@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b>		
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Accepted: 2/11/2020 11:10:53 AM  
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	7/14/2020 4:46:05 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

electronically from us.

**How to contact Carahsoft obo County of Moore - IT Department:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov)

**To advise Carahsoft obo County of Moore - IT Department of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft obo County of Moore - IT Department**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft obo County of Moore - IT Department**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

**Acknowledging your access and consent to receive materials electronically**

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** D. Bryan Phillips  
**DATE:** 06 August 2020  
**SUBJECT:** Purchase Ambulance Utilizing HGACBuy  
**PRESENTER:** D. Bryan Phillips

**REQUEST:**

Approve for Moore County EMS to purchase an ambulance from American Emergency Vehicles/Northwestern Emergency Vehicles utilizing Houston-Galveston Area Council (HGAC) Buy contract pricing.

**BACKGROUND:**

As an exception to the formal bidding procedures, NC General Statute 143-129 (e)(3) "Purchases made through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies". For over 35 years HGACBuy, a cooperative purchasing group, has provided purchasing options for units of local government. HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes

**IMPLEMENTATION PLAN:**

With Board approval, we will release the Purchase Order and begin the process immediately.

**FINANCIAL IMPACT STATEMENT:**

The funds from the Coronavirus Relief Fund Act, this purchase allows for more transport flexibility, increase the ability to clean and sanitize vehicles to reduce the risk of exposure from the COVID-19 virus.

**RECOMMENDATION SUMMARY:**

Make a motion to approve a purchase contract with Northwestern Emergency Vehicle for one (1) new 2020 Ford Transit ambulance. Upon utilizing the Houston-Galveston Area Council (H-GAC) cooperative purchasing program and award a contract to the vendor (Northwestern Emergency Vehicles, Inc.) which is identified by the H-GAC AM10-18 and is incorporated by reference in this contract. Upon the approval from the Finance and County Attorney and authorize the Chairman to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

Signed Contract from American Emergency Vehicles/Northwestern Emergency Vehicles utilizing HGACBuy

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 18th day of August, 2020, between Northwestern Emergency Vehicles, Inc., an entity incorporated in the State of North Carolina (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Houston-Galveston Area Council (H-GAC), a regional planning commission and political subdivision of the State of Texas, has instituted a cooperative purchasing program of which the County is a member. The H-GAC performed a bidding process and awarded a contract to the Vendor, which is identified by the H-GAC as AM10-18 and is incorporated by reference in this Contract

### 1. Exhibits

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

Exhibit A: Specifications and Graphics  
Exhibit B: Insurance and Additional Information  
Exhibit C: H-GAC Pricing Worksheet

### 2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept one (1) 2020 Ford Transit ambulance meeting the specifications as provided for in the attached Exhibits (the "Goods").

The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before **November 30, 2020**. Delivery will be made to the Rick Rhyne Public Safety and Detention Center, which is located at 302 S. McNeill Street, Carthage, NC 28327. The parties mutually agree that time is of the essence.

### 3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed **\$112,972.00**, which includes delivery of the Goods. Payment will occur within 30 days after delivery and acceptance of the Goods.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

#### **4. Inspection**

The County will have the right to inspect and test the Goods prior to acceptance.

#### **5. Risk of Loss and Title**

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

#### **6. Vendor Emblems**

Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in Exhibit A. This restriction does not apply to manufacturer decals or markings.

#### **7. Service Requirements**

All vehicles must be properly serviced and in first class operating condition when delivered. The Vendor is responsible for servicing each vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of five (5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

#### **8. Product Recall**

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

#### **9. Warranties**

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

#### **10. Insurance**

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry

workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

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

Commercial General Liability	
Each Occurrence:	\$1,000,000
Damage to rented premises, each occurrence:	\$1,000,000
Medical Expenses:	\$5,000
Personal and Adv Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products - Comp/OP Agg:	\$2,000,000
Automotive Liability - Combined Single Limit:	\$1,000,000
Excess Liability - Umbrella Form	
Each occurrence:	\$25,000,000
Aggregate:	\$25,000,000
Workers Compensation and Employers' Liability	
E.L. Each Accident:	\$1,000,000
E.L. Disease policy - Each Employee:	\$1,000,000
E.L. Disease - Policy Limit:	\$1,000,000

The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

### **11. Indemnification**

To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in connection with this Contract. This indemnification will survive the termination of this Contract.

### **12. Health and Safety**

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

### **13. 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.

#### **14. 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.

#### **15. Divestment from Companies Boycotting Israel Act**

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

#### **16. Equal Employment Opportunity**

During the performance of this Contract, the contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, include apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regarding to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **17. Davis-Bacon Act**

Applicable to all prime construction contracts in excess of \$2,000 awarded by non-Federal entities.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 346-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborer and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **18. Copeland Anti-Kickback Act**

Applicable to contracts for construction or repair work above \$2,000 where Davis-Bacon Act also applies.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **19. Compliance with the Contract Work Hours and Safety Standards Act**

During the performance of this Contract, the Contractor agrees as follows:

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day in which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding of unpaid wages and liquidated damages. The Federal Emergency Management Agency, North Carolina Department of Public Safety, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include those clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractors or low tier subcontractors with the clauses set forth in paragraphs (a) through (d) of this section.

## **20. Rights to Inventions Made Under a Contract or Agreement**

Applicable to “funding agreements” as defined by 37 C.F.R. §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

## **21. Clean Air Act and the Federal Water Pollution Control Act**

Applicable to contracts and sub-grants of amounts in excess of \$150,000.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.
- b. The contractor agrees to report each violation to the applicant and understands and agrees that the applicant will, in turn, report each violation as required to assure notification to the appropriate federal agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## **22. Debarment and Suspension**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the North Carolina Department of Public Safety and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **23. Procurement of Recovered Materials**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **24. 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.

### **25. Breach; Termination of the Contract**

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

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

### **26. Successors and Assigns**

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County.

### **27. Drug Free Work Place**

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace

Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

### **28. Compliance with Laws**

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

### **29. 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 SAFETY  
ATTN: BRYAN PHILLIPS, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

VENDOR: NORTHWESTERN EMERGENCY VEHICLES, INC.  
ATTN: DAVID HUDLER  
P.O. BOX 790  
JEFFERSON, NC 28640

### **30. Audit Rights**

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

### **31. County Not Responsible for Expenses**

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

### **32. Equipment**

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

### **33. 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.

**34. Entire Agreement**

This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

**35. Amendment**

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

**36. Drafted by Both Parties**

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

**37. 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.

**NORTHWESTERN EMERGENCY  
VEHICLES, INC.**

\_\_\_\_\_  
Richard Hamby, President

**COUNTY OF MOORE**

**ATTEST**

\_\_\_\_\_  
Francis R. Quis, Chairman  
Board of Commissioners

\_\_\_\_\_  
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

**SPECIFICATIONS****A. BACKGROUND:**

The County is purchasing one (1) new 2020 Ford Transit ambulance.

The specifications define a medium-duty, commercial emergency medical vehicle, built to withstand adverse driving conditions. The vehicle shall meet or exceed the latest revision to federal specification KKK-A-1822, Federal Motor Vehicle Safety Standards (F.M.V.S.S.), National Truck Equipment Association (N.T.E.A.) Ambulance Manufacturer's Division (A.M.D.) standards and Ford Qualified Vehicle Modifier (Q.V.M.) Program Truck Guidelines.

**B. VENDOR'S RATES**

The Vendor will invoice the County at the corresponding rates:

Description	Item Cost
Type II Ford Transit	\$80,445.00
28-CR-09PI Cot Mount Stryker Power Load	\$26,267.00
Chassis Change to AWD	\$4,381.00
Graphics Package	\$879.00
Order Processing	\$1,000.00
<b>TOTAL</b>	<b>\$112,972.00</b>

**C. SPECIFICATIONS:****A. Transit Gold Group Medium Roof Van Chassis**

1. 201\* Ford T- 250 R2C Transit Medium Roof Gas 3.7L V6 148" WB
2. T-250 Medium Roof dimensions Wheelbase 147.6", overall height, 101.1", length, 238".
3. 3.7L TI V6 Gasoline Engine
4. 20B GVWR 9,000 pounds FAWR: 4130, RAWR: 5515
5. 446 6-speed automatic transmission
6. 41H engine block heater
7. 47B Ambulance prep package
8. 63C heavy duty Alternator (included in Amb prep package)
9. 63E dual AGM Batteries (included in Amb prep package)
10. 53K mod Upfitter wiring package (including in Amb prep package)
11. X7L Rear axle 3.73:1 ratio with limited slip
12. 57B HVAC front manual
13. 62C Auxiliary heater A/C prep package for Upfitter without rear controls
14. 101A preferred equipment package
15. Radio AM/FM OEM
16. Telescopic, Tilt Steering Wheel
17. 2 OEM cup-holders at dash
18. Cab Floor Black Vinyl

## Exhibit A

19. Standard safety feature Exterior Rear mid-level reverse only view camera mounted on rear door near License bezel, displays through interior rear view mirror with guide lines.
  20. 64H 6.5 x 16 standard black steel wheels with full silver wheel cover snap on.
  21. TC8 235 65r16 BSW
  22. Spare tire and rim
  23. Jack and tools stored in floor on passenger side in cab
  24. YZ Oxford white exterior
  25. C cloth interior
  26. 153 front license plate bracket
  27. 17B glass fixed passenger side, rear glass fixed.
  28. K pewter interior color
  29. 21E 10-way driver adjustable seat 2 way adjustable passenger seat
  30. 60C cruise control
  31. 86F keys 2 additional
  32. 942 daytime lamps
  33. 85C illuminated visors
  34. 94c map lite front
  35. Rear camera at license plate area standard
  36. Interior mirror with backup display standard
  37. Rear Drive Shaft - OEM, No loop protection
  38. Transit exhaust tail pipe location OEM under vehicle next to spare tire located rearward of the rear axle, 16 inches forward of rear OEM bumper rear most edge. The tailpipe is next to spare tire on curbside edge, under vehicle in OEM mounted location. Tail pipe is pointing rearward.
  39. OEM Front License plate bracket - Ship loose
- B. Conversion Options Type II Transit Gold Medium Roof
1. Transit - High Idle – Intermotive  
Part MDUL - AIM515B  
MDUL - PRC557AX13
  2. Tire Pressure Monitoring System: OEM, Basic Light in Dash
  3. Headroom (ceiling height): 66 1/2" (+/- 1/4") Transit Medium Roof
- C. WELDING - CELL 1 (Van Model, Structural Alterations) Transit Medium Roof
1. Bulkhead bolting plates
  2. Interior wall panel anchorage and reinforcement Transit Medium Roof  
KITS-TRANSITM
  3. Medium Transit Roof- internal anti-collapse braces
    - a. Grab rail anchorage plates
  4. Seat belt anchorage
  5. Running Boards: Transit Van, 1/2 DS , Full Passenger Side, Silver Mill finish  
Diamond plate cover above the running board kick panel  
Back vented channel aluminum running boards  
AEV = BOAR-TRANSIT
  6. Mud Flaps Front: Van, Black Hard Plastic AEV LOGO FLAP-04
  7. Mud Flaps Rear: Van, Black Hard Plastic AEV LOGO FLAP-04
  8. Fender Cladding Front and Rear: OEM Transit
  9. Rear Bumper: O.E.M. Transit

10. Transit Rear Step Cover: Embossed Diamond plate aggressive Fixed,
11. Polished Diamond Plate bolted to top of Rear OEM step. COVE-TRANSIT

#### D. TOPS/INSULATION - CELL 2

1. TOP: Transit Medium Roof OEM
  - a. Rear Spoiler: Transit on top Rear of Body roof ADDS 2 1/2" to overall AEV part MOUN-TRANR with light holes std.  
Adds two and half inches to overall vehicle height.
  - b. Third (3rd) Brake Light: Kinequip LITE-KFAS3B01  
LOCATION: On rear light pod  
LITE-KFAS3B01
  - c. Valance: ABS Gray Transit Interior inside rear doors Medium roof  
Patient Area Turn and Stop Light Indicator: None
2. SCENE/FLOOD LIGHTS - Transit Medium Roof
  - a. Left Scene Lights: (2) Federal QL-73 LED: Transit Med roof
    - 1) AEV Part No: (2) Lite-QL73 LEDSCCE
    - 2) Flanges: NONE, for the above Scene Lights
    - 3) Activate: Left Flood Switch
  - b. Right Scene Lights: (2) Federal QL-73 LED: Transit Med roof std
    - 1) AEV Part No: (2) Lite-QL73 LEDSCCE
    - 2) Flanges: NONE, for the above Scene Lights
    - 3) Activate: Right Flood Switch and open CSE Door
  - c. Rear Load Lights: (2) Federal QL-73 LED: Installed ILOS
    - 1) AEV Part No: (2) Lite-QL73 LEDSCCE
    - 2) Flanges: (2) Chrome for above Federal QL-73 series Scene lights Federal QL73MC bezel kit, 7x3
    - 3) Activate: Rear Flood Switch, Reverse and Lead RA Door
  - d. Hand Held Spot Light: None (Not Required by KKK-F)
  - e. Rechargeable Flash Lt: Streamlight E-Spot Litebox LED-C4, Orange Model#4S86S  
LITE-SL4S86S
    - 1) Location: I-4 wall #1 at floor
    - 2) Flashlight to be mounted facing rear to shine towards cot
    - 3) Powered: 12v Constant Hot

#### E. ENVIRONMENTAL

AC (HVAC) SYSTEM: ACC, Ducted, Transit

AEV Part No: AIRC-TRAN

1. A/C Condenser: O.E.M., located in front of the radiator.
2. AC Evaporator: ACC (AC/Heat unit) with dual Cyl fans – transit
  - a. Condensation Drain Pan: Internal Aluminum
  - b. Heater Hoses: EPDM - Nomex Rubber (per Ford QVM)
  - c. AC Hoses: AOC AIR-O-CRIMP Hose
  - d. GRILLE, Return Air: Stamped Powder Coated Steel
  - e. FILTER, Washable Carbon Pre-Filter
3. Drain Tube Air Restrictor for Vertical Floor mount HVAC systems Optional Tube-RESTRICTOR
4. Patient Cabin Air Vents: Intake = Static, Exh = Power – Transit  
Install Cove-05 on exterior

## Exhibit A

5. Water Pump, Additional, To work with rear heater  
PUMP-water
6. HVAC Switching: 3 way from Cab to Patient Area -Transit
7. AC Control: Heat or AC and Fan Speed selector switches
8. CEILING PANELS (Transit): Laminated ACM Ducted
9. Dome lights, LED K15: Kinequip, (3) Street side, (3) Curbside,
10. Timer, Constant Hot, Check out, 15 Minute
  - a. Timer to Power: Street side DOMES, High intensity
  - b. Location: On the C/S wall, Head of SIB
11. IV Hook No 1: Hook 07 with Velcro bag stabilizer - STD  
LOCATION: Overhead/chest area, primary patient on COT
12. IV Hook No 2: Hook 07 with Velcro bag stabilizer - STD  
LOCATION: Overhead/chest area, secondary patient on S/B
13. Recessed, Center Grab Rail, 1.25 Dia. x 72" Yellow Antimicrobial, 3-Point Mount  
in standard location on the center of ceiling.  
AEV Part No: RAIL-BK72CSY
14. Insulation: Circumferential PKG, Reflective w / Air cell core
15. Use single sided reflective, single air cell layer insulation. 100% insulation  
coverage.

## F. WARNING LIGHT SYSTEM - Whelen LED - Transit Medium Roof

1. Flasher: Vanner 9860GCPE  
AEV Part No: FLAS-9860
  - a. Warning Light SWITCH: center console, Primary / Secondary
  - b. Flash Pattern: KKK-A-1822
  - c. Vanner 9860 Flash pattern Alternate Flash
2. Transit Front Upper Zone Warning Light Packages Medium Roof
  - a. Whelen 700 Super LED System - (5) Across Upper Front, -Transit Medium  
roof
    - 1) Alternative Lightbar Switching, Prim/Sec
    - 2) Transit Front Brow light mount Medium Roof -Painted White STD  
Transit Front Brow light mount Medium Roof -Painted White STD  
Fiberglass pod for 700 series lights on cab roof.
      - a) Pre-Painted Part White in Color  
Pre-painted part from manufacturer, exact match to White YZ is not  
guaranteed to be exact.
    - 3) Flange: (1) 700-FLANGE for light above
    - 4) Whelen 700 Super LED, Clear LED/Clear Lens, Non-Programmable  
LITE-
      - a) LED Lights: Not Independently Programmable
    - 5) Whelen 700 Super LED, Red LED/Clear Lens, Non-Programmable
    - 6) LITE-7LEDSR
3. Rear Spoiler Transit Medium Roof
4. (2) Grille lights- Whelen Micron Stud Mount Transit std
  - a. Whelen Micron Red Led, Chrome  
Micron LED light with stud mount.  
Flash program to steady burn
5. (2) Front Intersection Lights 700 Super LED - Transit ILOS
  - a. Flanges: (2) 700-FLANGE for lights above

**Exhibit A**

- b. Whelen 700 Super LED, Red LED/Clear Lens, Non-Programmable, (2) ILOS
  - 1) LED Lights: Not Independently Programmable
  - 2) Lens Color for Above Light(s) to be: Clear
  - 3) LED Color for Above 700 Super LED Pair: Red
- 6. (4) side warning lights 7x3 LED Transit Medium Roof
  - a. Housings Transit Medium Roof sides
    - (1) Hous-37237 Driver front
    - (1) hous-37238 passenger front
    - (1) hous - 37239 Driver side rear
    - (1) hous-37240-1 passenger side rear
 Includes Amber front Weldon LED ICC lights and Red rear Weldon LED ICC lights.
  - b. Whelen 700, RED LED/CLEAR Lens (Super LED), Non-Programmable Std LITE-7LEDSR steady burn light
    - 1) Lens color for Above LED Light to be: Clear
- 7. Rear Exterior Warning Light On Spoiler- Transit Medium Roof –std
  - a. Flange: (1) 700-FLANGE for light above
  - b. Whelen 700, RED LED/CLEAR Lens (Super LED), Non-Programmable Std LITE-7LEDSR steady burn light
    - 1) Lens color for Above LED Light to be: Clear
  - c. Whelen 700, Amber LED /CLEAR Lens (Super LED), Non-Programmable S/T Std
    - 1) Lens color for Above LED Light to be: Clear

**G. ELECTRICAL INSTALLATION - CELL 3**

- 1. Customer Supplied Part(s): NONE
- 2. Auto Shut down Timer (Kill Circuit): - 5 minute, ILOS, Van Units  
This timer is in ADDITION TO the standard battery switch.  
Timer activated by the ignition switch.  
non-programmable, set for 5 minutes.
- 3. Battery Switch: Cole Hersee 2484-16 Paddle in chassis cab area  
AEV Part No: SWIT-01  
AEV Part No: PLAT-09  
Cole Hersey Paddle style battery switch powers up and shuts down the CONVERSION only!  
Chassis related circuits shall remain wired in the OEM configuration per Ford QVM Bulletin No 63.  
LOCATION: Front of Driver's seat base  
With Face Plate LABEL
- 4. Remote Jump Start: Anderson Style Connector with Cable set
  - a. Remote Jump Start Point: Front Grille Area
  - b. Remote Jumpstart Mount  
COVE-AC17501B
- 5. Backup Camera System Ford Transit OEM Mirror 2 inch display  
OEM Camera in rear cargo Door activated in reverse only,  
Displays in OEM rear view mirror in chassis cab on left portion of mirror.  
This camera cannot be connected with other cameras.

6. Electrical system Transit, with LED Diagnostics
  - Cab side above driver up high with access door.
  - a. Master Switch: Front Only
  - b. Circuit Protection, 12V: Blade Breaker - Manual-reset
  - c. Ind Light Flasher: Thru 14S Flasher Unit  
AEV part FLAS-14S
  - d. Front Console Lower Transit  
CONS-TRANSIT
    - 1) Front Lower and Rear Switch Panel, - Transit -LED Rocker Switches
      - a) Master Switch: Front Only
      - b) Indicator Light: Amber "Low Voltage"
      - c) Smart Volt meter with low voltage Buzzer and light sensor  
GAGE-KVOLT  
conn-2060902
        - a) Steady burn light: Activate when battery volts fall below 11.8
      - d) Indicator Light: "Amb Pwr" in sw panel
        - a) Steady burn light: Activate with Conversion power switch
      - e) Indicator Light: "Door Ajar"(red) in sw panel
        - a) Flash light: Activate w/ curbside & rear door switch.
        - b) Door/Compartment Ajar Buzzer: None
      - f) Illumination strip LED for Front and rear switch panels 12v
  - e. Ford Aux Stereo relocation cable – Transit  
AEV part; CABL-KSUSPMC2  
Drill hole per instructions near shifting molding. Plug in extension and route to new location and secure.
  - f. 12v outlet OEM in dash – Transit
  - g. Siren: Whelen, WS295SLSA1, Transit
    - 1) Speaker #1, Federal ES100C thru Bmpr, dual, Transit, std  
SPEA-ESBFTRANS
    - 2) Siren / Horn Switch: SPST Rocker Switch in Cab Console  
This switch shall select horn ring output: Siren Functions OR OEM Horn
    - 3) add-on console NONE
    - 4) Floor Wire covers – Transit
  - h. Back Up Alarm: Standard
    - 1) Back-up Alarm Cut Off Switch: Auto Reset
  - i. Inverter: Vanner 20-1050 CUL-DC
    - 1) Location: Behind vent in Basewall
    - 2) Portable Equip Charging Circuits: Included in Inverter
      - a) PREWIRE LOCATION: (1)Cab Console, (1) Behind A/A
      - b) Portable Equip Pwr Source: Ignition and/or Shoreline  
Reference 3.7.7.2 and Figure 7 in KKK-A-1822E
  - j. Battery Charger/Conditioner: 55A - Built into Inverter
    - 1) Built-in Battery Charger: Enable - Wire to Batteries  
Engine Hour meter: OEM, Gauge Cluster
  - k. COMMUNICATION RADIO(S) RELATED
    - 1) Radio Power No 1: 30A, Pos and Neg, 10 awg Wires
      - a) Radio Power Source: Battery Switch Hot
      - b) LOCATION: Behind Driver's Seat
    - 2) Radio Power No 2: 30A, Pos and Neg, 10 awg Wires

- a) Radio Power Source: Battery Switch Hot
- b) LOCATION: Action Area Console
- 3) Coaxial Cable, No 1: Type RG-58U, No connectors
  - a) ORIGINATION POINT: Roof Port No 1  
Roof Port No 1 is located approximately 27" back from the front edge of the high roof AND centered side to side.  
Coax Access: thru center Grabrail recess
  - b) TERMINATION POINT: Behind Driver's seat with 36" Tail
- l. 125 VAC SHORE LINE AND OUTLETS -Transit
  - 1) Shore Line Inlet: 30A, Twistloc, ILOS
    - a) LOCATION: Aft of driver's door on street side
  - 2) 125 Volt AC OUTLETS
    - a) 125 VAC Outlet, No 1: 15A, Hospital Grade, IVORY
      - i. LOCATION: Action Area Wall #3
      - ii. Outlet mounting ORIENTATION: Vertical
    - b) 125 VAC Outlet, No 2: 15A, Hospital Grade, IVORY
      - i. LOCATION: RF ALS, (See Drawing)
      - ii. Outlet mounting ORIENTATION: Vertical
  - m. INTERIOR 12 Volt OUTLETS
    - 1) 12V Outlets, #1 & #2, Double Receptacle (SOCK-04C), STD
      - a) LOCATION: Action Area Wall #3
      - b) Power Source: Medical Isolator, Batt Sw Hot
    - 2) 12V Outlet, No 3: Power Point - Wire thru Med Isolator, IATS
      - a) LOCATION: Top RF ALS, Install under side of AC cabinet
      - b) Power Source: The SAME as outlet No 1

#### H. CABINET SHOP - VAN

- 1. CABINET CONSTRUCTION, GENERAL,
  - a. Mica Color: Gloss White
  - b. Polycarbonate Type/Color: Lexan - GRAY  
Polycarbonate Handles: Full Length Extruded
  - c. Attn seat: Hi-back Captain's chair, 6pt, Vacuform Uph (s,t)  
Attn Seat: Hi-back Captain's Chair, 6-Pt, Blue Ridge, Vacuform Uph
  - d. Blue Ridge
  - e. 6- Point black seatbelt harness
  - f. No arm rests available.
- 2. ATTN SEAT BASE: Fixed on Transverse 02 Cabinet (non-swiveling)
- 3. PARTITION DOOR: None, Solid Wall Partition, Transit
  - a. Window: 100% Sliding Lexan, 100% Open with Pocket
    - 1) Slide behind passenger in cab
    - 2) Sliding Window Locking Pin: 1/4" with Lanyard
- 4. RF ALS Cabinet Space for LP Transit Medium Roof
  - a. Cargo Net, 2" Webbing, On ALS Cabinet
  - b. Cabinet I-1: NONE
  - c. Cabinet I-2: (Under I-1)  
Wood lip on C/S of cabinet and on edge facing rear.
    - 1) Open Access: CS Door and Patient Cabin, NO POST
  - d. Cabinet I-3 (Under I-2) 15 "High x 24."Wide x 15" Deep -Transit med roof std  
Wood lip on C/S of cabinet and on edge facing rear.

## Exhibit A

- 1) Open Access: CS Door and Patient Cabin, Shelf Support Post  
Wood lip installed on shelf to retain contents
- e. Cabinet I-4 (Under I-3) 14"High x 24"Wide x 15"Deep  
Open Access: CS Door and Patient Cabin, Shelf Support Post  
Wood lip installed on shelf to retain contents
5. BULKHEAD TVERSE CABINET: M-cylinder, Oxygen storage
  - a. O2 Cabinet Door: Inset
    - 1) Hinge Orientation: LEFT
    - 2) Hinge: 1 1/2" Stainless Steel Piano Hinge
    - 3) Lever Latch: Non-locking - Black Finish
  - b. View Window: Hinged Lexan Door
    - 1) Door, Single, Hinged Left, 3/16" Lexan
    - 2) Window Handles: Full Length Extruded
    - 3) Hinges: Stainless Spring Loaded
6. SQUAD BENCH Transit Medium Roof
  - a. Squad Bench Lid : Dual
    - 1) Hinge, Squad Bench Lid(s): Butt Style Hinges
    - 2) Lid Check (Hold-open): (2) Gas Spring, Dual action
    - 3) Lid Latch: Slam-action (2) Paddles, non-locking  
LTCH-16 latch paddles
    - 4) Lid Trim: Anodized Aluminum "J-trim"
  - b. Vertical Backboard Storage SLOT: 5 1/2" Wide x 17 1/4" Ht  
The opening of the backboard slot shall have heavy-duty stainless steel trim.  
The interior surface of the slot shall be finished with black Easygrip material.
    - 1) Steel J-brackets: For S/B Front mounted seat belts
  - c. Restraint Net head of S/B, Black Webbing, Transit std  
NETS-TRANSB
  - d. P6 - 6-Point Restraint System - Type II Transit
    - 1) Option: (2) on Squad Bench Transit Black 6PT belts
      - a) Squad Bench: (3) Secondary patient restraints - 9" Black Buckles  
Black in color  
AEV Part No: BELT -2611S (Tongue/Retractor)  
BELT -26095 (Buckle/Boot)
  - e. Rcpt, Bio-waste/Sharps No 1: ABS Rim, Red Lexan Cover-Hd
    - 1) LOCATION: Sharps head of S/B, Trash in A/A
    - 2) SHARPS CONTAINER: 3-Quart Bemis Container  
#CONT-03B
    - 3) WASTE CONTAINER: AEV Molded  
#CANO-04G
7. TOP CABINET Transit Medium Roof
  - a. Cabinet A: Wood - White Short
    - 1) DOORS: Sliding Lexan, Mitered AL Assy: Standard
      - a) Polycarbonate Handles: Full Length Extruded
    - 2) (1) Divider: Fixed, Mica over wood, centered in cabinet
  - b. Cabinet B: Wood - White Short
    - 1) DOORS: Sliding Lexan, Mitered AL Assy: Standard
      - a) Polycarbonate Handles: Full Length Extruded
    - 2) (1) Divider: Fixed, Mica over wood, centered in cabinet
  - c. Cabinet M: Wood - White

- 1) Door: Single Solid Wood, Flush Fitted and Trimmed
  - a) Hinge Orientation: RIGHT
  - b) TRIM: U-shaped Door, J-trim opening
  - c) Lever Latch: Locking - Black Finish
- d. Additional A/C Vents: Forward of "M" Cabinet in Top Cabinet
8. WALL CABINET: Transit Medium Roof
  - a. Action Area Panel: One-piece
  - b. WC A/C Access: AEV Powder Coat Louvered Vent
  - c. Cabinet C: Stairchair Storage, Rear Slide in – Transit
    - 1) 2" Strap: (1), Nylon Web with Metal Seat Belt Buckle  
This strap is to secure things from moving while the vehicle is in motion, it is not a tested device and is not designed to be a crash stable securing device.
    - 2) Open Cabinet (Stair Chair): No Door, Trim Opening-Transit
      - a) Stair Chair bottom edge extension - DA finished aluminum
      - b) Stair chair left edge trim: plate .090 DA Aluminum
  - d. Cabinet D1: Wall cabinet, Mid-upper, Wood, White
    - 1) DOORS: Sliding Lexan, Mitered AL Assy: Standard
      - a) Polycarbonate Handles: Full Length Extruded
    - 2) (1) Divider: Fixed, Mica over wood, centered in cabinet
    - 3) Shelf Track: 1/2" Incremental, alum (2 included)
      - a) (2) Shelves: Adjustable, Mica over wood, one each side of divider  
(Include Std)
  - e. Cabinet D2: Wall cabinet, Mid-left-lower, Wood, White
    - 1) DOORS: Sliding Lexan, Mitered AL Assy: Standard
      - a) Polycarbonate Handles: Full Length Extruded
    - 2) Shelf Track: 1/2" Incremental, alum (1 included)
      - a) (1) Shelf: Adjustable, Mica over wood, (Include Std)
  - f. Cabinet D3: Wall cabinet, Mid-right-lower, Wood, White
    - 1) DOORS: Sliding Lexan, Mitered AL Assy: Standard
      - a) Polycarbonate Handles: Full Length Extruded

#### I. CABINET SET - CELL 4

1. Flooring: Lonplate II - No 424TX (Textured) Gun Powder
2. Step Well Trim (CS): Aluminum stair nose trim
3. Cabinet/Floor edge: Alum. cove trim, sealed, Std.  
Apply an even bead of colored, siliconized caulk to the corner prior to placing the trim.
4. Cot Mount: Stryker, 28-CR-09PI Stryker Power Load:  
Installed. Not Compatible with cots other than Stryker!

Section 3.11.6 of KKK-A-1822F as revised requires that the installed litter fastener device for wheeled cots meets the performance requirements of SAE J3027. Individual requirements for your State may also be applicable, and should be reviewed.

5. Cot Stop, Block: Stryker long hook 6060-036-018  
AEV part STOP-MXLONG
6. Cot mount set up for: Stryker MX-pro R3 6082
  - a. Cot Stop, Block: NONE  
Rear Threshold: Transit Black Std  
THSH-TRANSIT  
Also install spare tire cover release  
COVE-IK359
7. OXYGEN / VACUUM System: Transverse, Transit Gold model
  - a. Oxygen Outlet No 1, Amico - Ohmeda/Ohio Diamond Style  
AEV Part No: OUTL-AOB
    - 1) LOCATION: Action Area Panel
  - b. Oxygen Outlet No 2, Amico - Ohmeda/Ohio Diamond Style
    - 1) LOCATION: Action Area Panel
  - c. Oxygen Outlet No 3, Amico - Ohmeda/Ohio Diamond Style
    - 1) LOCATION: Ceiling Panel, Curbside
  - d. Rack #1: AEV CCP "M" Tank, Hinged Slide Assy, Transverse S/T  
AEV Part No: BRKT -02
    - 1) Rack Set up for: "M"
    - 2) Cylinder Type: OXYGEN - Green Colored Hose  
Regulator connection Nut: 9/16" RH thread.
    - 3) Location: Transverse Bulkhead
    - 4) Wrench, Oxygen, Cast aluminum, with lanyard or tether
  - e. Vacuum System: SSCOR regulator/gauge panel in A/A
    - 1) Collection Canister No 1: Bemis, 1200 CC Capacity SAEJ3043 compliant  
LOCATION: In Action Area, fastened to wall No 1, under the A/A console board.  
AEV Part No: HOLD-17LP
    - 2) VAC Plumbing: Direct from panel to canister - NO Outlet
    - 3) Vacuum Pump No 1: SSCOR  
AEV Part No: PUMP-90206
      - a) Location: Under A/A, accessible through vent cover
  - f. Portable Cylinder Rack : NONE
- J. TRIM & DOOR ASSEMBLY - CELL 5
  1. Soft Touch Trim Kit: None
  2. Transit sliding door panel lower  
Install ABS black precision cut panel with vent on sliding door interior of transit  
PANL-TRANSITCS
  3. Entry Door Panels: None, OEM mounting slots exposed  
Door Handles: (2) Chrome Plated Metal, 7",  
Through bolt the handle to the door.

AEV Part No: HAND-02

- K. FINAL ELECTRICAL - CELL 6 Transit Silver-Gold
1. Power Exhaust Vent: REAR, 12V, 4" In-line blower – Transit  
AEV Part No: BLOW-03  
Intake Vent: On Curbside Sliding Door, - Transit Medium Roof  
Cast vent above window
  2. Action Area Light: 12V, LED, Surface Mount
- L. UPHOLSTERY - CELL 7
1. Van rear exit and side exit upper panels match Upholstery main colors.
  2. Upholstery Color: Blue (Blue Ridge)
  3. Upholstery Joint Type: Vacuum Formed - Seamless
  4. Upholstery Joint Type: Vacuum Formed – Seamless  
Squad Bench seat cushion cut-outs: NONE
    - a. Post And Wheel Cups: NONE
- M. PAINT - STRIPES - DECALS
1. Reflective White Tape: On edges of Exterior Door Frame
  2. Reflective/Prismatic Tape: NONE
  3. Over All Paint Color: Oxford White (YZ)
    - a. Custom Half Blue with Custom Graphics
  4. Atlantic Blue FA 91:K2
    - a. Tape Stripe: NONE - (KKK-F Deviation)  
Lettering: NONE
- N. DETAIL
1. Decals: NO SMOKING & SEATBELT, installed, cab & pt. area.
- O. SHIP LOOSE ITEMS
1. Check front of W/O under chassis section for additional items
  2. Amico O2 Minder, Transducer: NONE
  3. TRANSIT OEM Front License plate bracket - Ship loose  
FORD TRANSIT front license plate bracket
  4. NO medical glove box provided
  5. Decals: KKK/DOT Pkg, Blue/White reflective - Ship Loose
    - a. Decals: 32" Star of Life - Ship Loose
    - b. AEV Logos: Installed on unit per AEV standard locations
    - c. Fire Extinguisher, ABC Powder, 5 pound, shipped loose, Std  
AEV Part No: EXTI-01
  6. Regulator, Oxygen, Fixed output @ 50 psi, CGA 540
  7. Primary Cot: NONE included
  8. Secondary Stretcher: NONE included









# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LS

DATE (MM/DD/YYYY)

06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

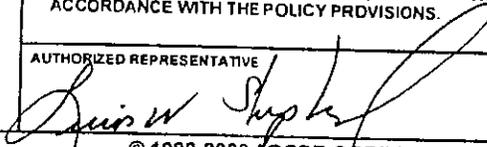
PRODUCER MILLER INSURANCE AGENCY P O BOX 390 WEST JEFFERSON, NC 28694	CONTACT NAME: <b>Lewis W Shepherd</b>		
	PHONE (A/C No., Ext): <b>336-246-7151</b>	FAX (A/C No.): <b>336-246-5138</b>	
E-MAIL ADDRESS: <b>lewis@millerinsurance.org</b>			
PRODUCER CUSTOMER ID #: <b>NORTEM1</b>			
INSURED NORTHWESTERN EMERGENCY VEHICLES INC P O BOX 790 JEFFERSON, NC 28640	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	<b>EMPLOYERS MUTUAL INS CO</b>	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		2D2-45-21-21	04/27/2020	04/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		2E2-45-21-21	04/27/2020	04/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> GARAGE LIABILITY UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ 10,000 RETENTION \$ 10,000		2E2-45-21-21	04/27/2020	04/27/2021	GARAGE \$ 1,000,000 GARAGE AGG \$ 3,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2H2-45-21-21	04/27/2020	04/27/2021	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PHYSICAL DAMAGE		2E2-45-21-21	04/27/2020	04/27/2021	DEALER PH \$ 2,100,000
A	GARAGE KEEPERS		2E2-45-21-21	04/27/2020	04/27/2021	GARAGE KE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



**Ford Motor Company**

*Is proud to recognize*

# *Northwestern Emergency Vehicles*

*as a participant in the*

*Ambulance*

*Qualified Vehicle Modifier Program*

A handwritten signature in cursive script that reads "Randy M. Freiburger".

Randy M. Freiburger - SVE Quality Programs Mgr.

**May, 2019**





## Certificate Of Completion

Envelope Id: 42C7C00ED93F419DA275A3BDA339108E

Status: Sent

Subject: Please DocuSign: 8-6-20 Contract - PS - Northwestern Emergency Vehicles - QRV Ambulance.pdf

Source Envelope:

Document Pages: 28

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Cheryl Zielsdorf

AutoNav: Enabled

czyielsdorf@moorecountync.gov

Envelopeld Stamping: Enabled

IP Address: 184.2.42.2

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## Record Tracking

Status: Original

Holder: Cheryl Zielsdorf

Location: DocuSign

8/6/2020 12:55:40 PM

czyielsdorf@moorecountync.gov

## Signer Events

Bryan Phillips

bphillips@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

## Signature

### Completed

Using IP Address: 184.2.42.2

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Accepted: 5/18/2018 9:18:16 AM

ID: 402b7a00-758f-4a9e-acd2-53146f8aa58a

Richard Hamby

richard@nwev.com

Security Level: Email, Account Authentication  
(None)

Sent: 8/6/2020 1:13:53 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Terra Vuncannon

tvuncannon@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Candace Dowd

cdowd@moorecountync.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**Sent: 8/6/2020 1:08:16 PM  
Viewed: 8/6/2020 1:14:37 PM

Grant Hunsucker

ehunsucker@moorecountync.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**Sent: 8/6/2020 1:08:17 PM  
Viewed: 8/6/2020 1:09:32 PM

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**

Sent: 8/6/2020 1:08:17 PM

Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**

Sent: 8/6/2020 1:08:16 PM

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Accepted: 2/11/2020 11:10:53 AM  
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/6/2020 1:13:53 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

electronically from us.

**How to contact Carahsoft obo County of Moore - IT Department:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov)

**To advise Carahsoft obo County of Moore - IT Department of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft obo County of Moore - IT Department**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft obo County of Moore - IT Department**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

**Acknowledging your access and consent to receive materials electronically**

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** D. Bryan Phillips  
**DATE:** 08 August 2020  
**SUBJECT:** Purchase Ambulance Chassis and Remount - Utilizing H-GAC  
**PRESENTER:** D. Bryan Phillips

**REQUEST:**

Request the approval for Moore County EMS to purchase (1) Dodge ambulance Chassis and Remounting of the existing ambulance box onto new chassis. The selected vendor is Northwestern Emergency Vehicles, Inc.

**BACKGROUND:**

This ambulance is a 2009 GMC 4500 Chassis. The County has contracted for previous remounts since FY 16/17 which has been a very successful project that saved the county approximately \$60,000 per ambulance. The ambulance box (patient care compartment) will be completely refurbished and placed on new Dodge 5500 4x4 drive Regular CAB.

**IMPLEMENTATION PLAN:**

With Board approval, we will release the Purchase Order and begin the process immediately.

**FINANCIAL IMPACT STATEMENT:**

The replacement of these (1) ambulance are listed on the Capital Improvement Plan and included within the current fiscal year budget that has been approved by the Board of Commissioners.

**RECOMMENDATION SUMMARY:**

Make a motion to approve a purchase contract with Northwestern Emergency Vehicle for one (1) Dodge chassis and remounting of existing ambulance box with and not to exceed price of \$160,575.00. Upon utilizing the Houston-Galveston Area Council (H-GAC) cooperative purchasing program and award a contract to the vendor (Northwestern Emergency Vehicles, Inc.) which is identified by the H-GAC AM10-18 and is incorporated by reference in this contract. Upon the approval from the Finance and County Attorney, and authorize the Chairman to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

Signed Contract

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 4th day of August, 2020, between Northwestern Emergency Vehicles, Inc., an entity incorporated in the State of North Carolina (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Houston-Galveston Area Council (H-GAC), a regional planning commission and political subdivision of the State of Texas, has instituted a cooperative purchasing program of which the County is a member. The H-GAC performed a bidding process and awarded a contract to the Vendor, which is identified by the H-GAC as AMI0-18 and is incorporated by reference in this Contract. Additional information concerning the H-GAC contract with the Vendor is located at: <https://www.hgacbuy.org/products-and-services/view-contract.aspx?contractid=67>

### 1. Exhibits

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

Exhibit A: Specifications and Graphics  
Exhibit B: Insurance and Additional Information  
Exhibit C: H-GAC Pricing Worksheet

### 2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept one 2019/2020 Dodge 5500 Medium Duty, Class One, Configuration A ambulance that has been fitted with a remounted ambulance box and meeting the specifications as provided for in the attached Exhibits (the "Goods"). The ambulance box will be provided by the County.

The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before **June 30, 2021**. Delivery will be made to the Rick Rhyne Public Safety and Detention Center, which is located at 302 S. McNeill Street, Carthage, NC 28327. The parties mutually agree that time is of the essence.

### 3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed **\$160,575.00**, which includes delivery of the Goods. Payment will occur within 30 days after delivery and acceptance of the Goods.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

**4. Inspection**

The County will have the right to inspect and test the Goods prior to acceptance.

**5. Risk of Loss and Title**

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

**6. Vendor Emblems**

Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in Exhibit A. This restriction does not apply to manufacturer decals or markings.

**7. Service Requirements**

All vehicles must be properly serviced and in first class operating condition when delivered. The Vendor is responsible for servicing each vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of five (5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

**8. Product Recall**

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

**9. Warranties**

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

**10. Insurance**

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

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

<b>Commercial General Liability</b>	
Each Occurrence:	\$1,000,000
Damage to rented premises, each occurrence:	\$1,000,000
Medical Expenses:	\$5,000
Personal and Adv Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products - Comp/OP Agg:	\$2,000,000
Automotive Liability - Combined Single Limit:	\$1,000,000
<b>Excess Liability - Umbrella Form</b>	
Each occurrence:	\$25,000,000
Aggregate:	\$25,000,000
<b>Workers Compensation and Employers' Liability</b>	
E.L Each Accident:	\$1,000,000
E.L. Disease policy - Each Employee:	\$1,000,000
E.L. Disease - Policy Limit:	\$1,000,000

The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

### **11. Indemnification**

To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in connection with this Contract. This indemnification will survive the termination of this Contract.

### **12. Health and Safety**

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

### **13. E-Verify**

Pursuant to N.C. General Statutes §§ 143-48.5 and 147-33.95(g), the Vendor hereby certifies that the Vendor and the Vendor's subcontractors comply with the requirements of Article 2 of Chapter 64 of the

N.C. General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-verify system.

#### **14. Non-Discrimination in Employment**

The Vendor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Vendor 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 Vendor may be declared ineligible for further contracts with the County.

#### **15. 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.

#### **16. Breach; Termination of the Contract**

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

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

#### **17. Successors and Assigns**

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County.

#### **18. Non-Discrimination and Equal Opportunity**

The Vendor agrees to comply with all federal statutes relating to non-discrimination. These include but are not limited to:

- a. Title VI of the civil rights act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 16811683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- d. The Age Discrimination Act of 1974, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- i. Any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and
- j. The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

#### **19. Drug Free Work Place**

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

#### **20. Compliance with Laws**

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

#### **21. Notices**

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

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY  
ATTN: BRYAN PHILLIPS, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

VENDOR: NORTHWESTERN EMERGENCY VEHICLES, INC.  
ATTN: DAVID HUDLER  
P.O. BOX 790  
JEFFERSON, NC 28640

#### **22. Audit Rights**

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

#### **23. County Not Responsible for Expenses**

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

#### **24. Equipment**

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

#### **25. Non-Waiver**

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

#### **26. Entire Agreement**

This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

#### **27. Amendment**

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

#### **28. Drafted by Both Parties**

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

#### **29. Headings**

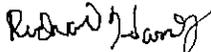
Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

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

*[Signatures on the following page]*

**NORTHWESTERN EMERGENCY  
VEHICLES, INC.**

**Attest:**

DocuSigned by:  


Richard Hamby, President

**COUNTY OF MOORE**

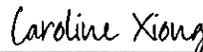
**ATTEST**

Francis R. Quis, Chairman  
Board of Commissioners

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.

DocuSigned by:  


Caroline Xiong  
Finance Officer

**SPECIFICATIONS****A. BACKGROUND:**

The County is purchasing one (1) 2019/2020 Dodge Ram 5500 Medium Duty, Class One, Configuration A ambulance that have been fitted with a remounted ambulance box. The ambulance box will be provided by Moore County.

The specifications define a medium-duty, commercial emergency medical vehicle, built to withstand adverse driving conditions. The vehicle shall meet or exceed the latest revision to federal specification KKK-A-1822, Federal Motor Vehicle Safety Standards (F.M.V.S.S.), National Truck Equipment Association (N.T.E.A.) Ambulance Manufacturer's Division (A.M.D.) standards and Ford Qualified Vehicle Modifier (Q.V.M.) Program Truck Guidelines.

**B. VENDOR'S RATES**

The Vendor will provide the following at the corresponding rates:

Description	Quantity	Item Cost	Total Cost
2019/2020 Dodge Ram 5500 4x4 Diesel Type 1 Remount	1	\$95,762.00	\$95,762.00
Remounted Ambulance Box	1	\$64,813.00	\$64,813.00
<b>TOTAL</b>			<b>\$160,575.00</b>

**C. TRADE-IN**

The Vendor will accept from the County and credit the County the following as a trade-in towards the purchase price:

Description	Trade-In
2009 GMC 4500 VIN 1GBE4V1919F401687	\$2,500.00
<b>Total</b>	<b>\$2,500.00</b>

**D. MINIMUM CHASSIS SPECIFICATIONS:**

REQUIRED CHASSIS: The chassis shall be a 2019/2020 Dodge 5500 4x4 drive, regular cab. The chassis will meet the minimum following specifications:

- Wheel base: 192" with a 108" Cab to Axle
- Engine: 6.4 Liter V8 Heavy Duty Hemi
- Transmission: 6 speed Auto Aisian As66RC HD
- High Idle: (Throttle) OEM
- GVWR: 18,000 pounds
- FAWR: 7,000 pounds
- RAWR: 13,500 pounds
- Alternator: Single 220 amp or larger
- Engine Block Heater: Included on chassis not connected to shoreline
- Rear suspension: D-45, Suspension – D135RS2 Liquid Spring ILOS
- Kneeling Feature: Enable Switch Located in CAB console

- Kneeling Feature: Activated by TRAILING rear access door
- Leveling Valves: Dual, (1) Left, (1) Right
- Exhaust system termination point: OEM Location, Right Rear
- Exhaust System: with side exit
- Fuel Tank: 52 Gallon, Single
- Front Tire Tread: All Traction
- Front Tires: Pair of 225/70R19.5F
- Front Wheels: 19.5" x 6.75 Steel
- Rear Wheels: 19.5" x 6.75 Steel
- Rear Tire Tread: All Traction
- Rear Tires: Two pair of 225/70R19.5F
- Wheel Finish: Polished SS Wheel Simulators (D4500)
- Mirror: Exterior, Electric and Heated
- Front Bumper: Chrome Steel
- Interior Trim, Medium Gray
- Cab Seats: Driver and Passenger, Captain's Chairs
- Cab Seat Belts: Black
- Radio: Cab AM/FM
- Cab Equipment: Keyless Remote Option
- OEM Key Fob: Included w/Chassis Unlock Mod Doors
- Must also operate the Module Power Door Locks Optioned.
- POWER Door Locks: Module Doors, X-Series Units
- Module power locks are tied to the Chassis power lock system
- Door Lock Switches: Integrated in Interior Entry door Handles
- ONLY the following doors will have power door locks:
  - (M-1A) Upper Left Front Compartment
  - (M-1) Left Front Compartment
  - (M-2) Left Middle Compartment
  - (M-3) Left Rear Compartment
  - Rear Access Doors
  - (M-5) Right Rear Compartment
  - (M-6) Right Rear, Forward Compartment
  - Curbside Access Door
  - (M-7) Right Front Compartment

**E. VENDOR QUALIFICATIONS:** The Vendor is a member in good standing of the Ford Motor Company's Qualified Vehicle Modifier Program (Q.V.M.). If for any reason the Q.V.M. Certification has been withdrawn or suspended by Ford Motor Company within the past five years, the Vendor will supply a full written explanation as to why it was withdrawn. The written explanation shall include any corrective actions taken to regain the Q.V.M. Certification.

**F. NATIONAL TRUCK EQUIPMENT ASSOCIATION TESTING:**

1. A.M.D. 001 - AMBULANCE BODY STRUCTURE STATIC LOAD TEST: The ambulance described herein shall be type tested to the National Truck Equipment Association's Ambulance Manufacturing Division, Standard 001 - Ambulance Body Structure Static Load Test except the test weight shall be a minimum of 55,000 pounds. The test shall be conducted by an independent testing laboratory. The module body will contain extrusion shapes and general structural layout identical to the test body used in the test.

Safety is the County's first concern. Structural integrity is crucial to the safety of the patient, passengers, and crew. Any product that has undergone a catastrophic modular dismemberment during a collision must voluntarily supply the County with a report containing the date, a full explanation of the incident, and photographs of the modular ambulance involved in the collision. Catastrophic modular dismemberment is defined as any structural failure which results in separation of major body elements such as walls, roof, floor, or doors. Catastrophic modular dismemberment during a collision indicates mechanical defects in the design and/or the direct construction of the modular body.

If the Vendor has such an incident in its company's past, it will prove to the County that corrective action has taken place to correct the problem. All of the internal corrective actions shall be tested again to A.M.D. Standard 001 except the test weight shall be a minimum of 55,000 pounds. All A.M.D. Standard 001 testing prior to the incident is deemed invalid regardless of the expiration date of the original test.

2. A.M.D. 002 - BODY DOOR RETENTION COMPONENTS TEST: The ambulance described herein shall be type tested to the National Truck Equipment Association Ambulance Manufacturing Division, Standard 002 - Body Door Retention Components Test. The test shall be conducted by an independent testing laboratory. The module body will contain identical door extrusion shapes, door skin configuration and general structural layout as the test body used in the test.

Safety is the County's first concern. Entry and compartment door integrity is crucial to the safety of the patient, public, passengers and crew. If the Vendor has experienced any of the following door conditions as a result of collision, roll over or other accidental impact, then the Vendor will supply the County with a report containing the date, a full explanation of the incident and corrective actions taken.

- a. Any entry door rendered inoperative.
- b. Any door that has come open.
- c. Foreign object penetration into patient cabin through the body structure.

Catastrophic door failure during a collision indicates mechanical defects in the design, hardware and/or the direct construction of the modular door. Any A.M.D. Standard 002 testing prior to the incident is deemed invalid, regardless of the expiration date of the original test.

3. A.M.D. 003 - OXYGEN TANK RETENTION SYSTEM STATIC TEST: The ambulance described herein shall be type tested to the National Truck Equipment Association Ambulance Manufacturing Division, Standard 003 - Oxygen Tank Retention System Static Test. The test shall be conducted by an independent testing laboratory.

Safety is the County's first concern. Main cylinder control is extremely important and is crucial to the safety of the patient, public, passengers and crew. If the Vendor has experienced a cylinder rack separation from the oxygen compartment wall or if the cylinder has come loose from the cylinder restraining device, then the Vendor will supply the County with a report containing the date, a full explanation of the incident and corrective actions taken to prevent future failures. Main Oxygen/Air Cylinders that come loose during a collision indicate mechanical defects in the design of the restraining device or the mounting method. Any A.M.D. Standard 003 testing prior to the incident is deemed invalid, regardless of the expiration date of the original test.

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4. A.M.D. 004 - LITTER RETENTION SYSTEM STATIC TEST: The cot/litter retention system described herein shall be tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 004 - Litter Retention System Static Test. The cot mount hardware, mounting method and floor reinforcement areas shall exceed the test as described in A.M.D. 004. This test shall be conducted by an independent testing laboratory.

Safety is the County's first concern. Main cot/litter retention is critical to patient care. If the Vendor has experienced a litter ejection due to a hardware defect or a defect in the mounting method, then the Vendor will supply the County with a report containing the date, a full explanation of the incident and corrective actions taken to prevent future ejections. Main Cot/Litter ejection's that occur during a collision indicates mechanical defects in the design of the restraining device or the mounting method. Therefore ALL Vendor A.M.D. Standard 004 testing dated prior to the incident is deemed invalid, regardless of the expiration date of the original test.

5. A.M.D. 005 - 12-VOLT DC ELECTRICAL SYSTEMS TEST: The 12-Volt DC Electrical System described herein shall be tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 005 - 12-Volt DC Electrical Systems Test. This test is valid for the test article vehicle ONLY. The test shall be conducted on EACH ambulance. The results of the test shall be recorded on an electrical system performance sheet and shall be included with the delivery documents. This test shall be conducted by a qualified quality control electrician at the ambulance manufacturing plant.

Reliability and safety is the County's first concern. The 12-volt electrical system must be functional under all normal or adverse driving and operating conditions. Each electrical device, electrical component, wire, wire route and connection quality shall be tested for reliability as a "SYSTEM" on each vehicle sold. If the Vendor has experienced an electrical fire or an electrical failure resulting in a disabled ambulance going to an emergency call or during transportation, the Vendor will supply the County with a report containing the date, a full explanation of the incident and corrective actions taken to prevent future electrical failures.

6. A.M.D. 006 - PATIENT COMPARTMENT SOUND LEVEL TEST: The ambulance described herein shall meet or exceed the National Truck Equipment Association Ambulance Manufacturing Division Standard 006 - Patient Compartment Sound Level Test. The sound level in the driver or patient cabin shall be eighty decibels or less under the conditions described in A.M.D. Standard 006.
7. A.M.D. 007 - PATIENT COMPARTMENT CARBON MONOXIDE LEVEL TEST: The ambulance described herein shall meet or exceed the National Truck Equipment Association, Ambulance Manufacturing Division Standard 007 - Patient Compartment Carbon Monoxide Level Test. The patient and driver cabin shall be environmentally sealed from carbon monoxide gases that are emitted from internal combustion engines. The ambulance specified herein shall have safe carbon monoxide levels of ten parts per million or less while the vehicle is exposed to the conditions described in A.M.D. Standard 007.
8. A.M.D. 008 - PATIENT COMPARTMENT GRAB RAIL STATIC LOAD TEST: The patient cabin grab rails shall be tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 008 - Patient Compartment Grab Rail Static Load Test. The ceiling mounted grab rails shall be subject to a three axis load of three hundred pounds.

The ceiling mounted grab rail shall not come loose from the ceiling or permanently deform. All mounting fasteners shall be threaded into metal structure not less than .125 inches thick.

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9. A.M.D. 009 - 125-VOLT AC ELECTRICAL SYSTEMS TEST: The patient cabin shall be wired per the National Truck Equipment Association, Ambulance Manufacturing Division Standard 009 - 125 -Volt AC Electrical Systems Test.

The ambulance wiring shall comply with the National Electric Code in effect at the time of manufacture of the ambulance. The system specified herein shall be a 2-wire system with a ground. All outlets and 120-volt hard wired devices, on the ambulance, shall have ground fault interrupter protection.

10. A.M.D. 010 - WATER SPRAY TEST: The ambulance specified herein shall be water spray tested for water leakage into the patient's and driver's cabins. The door to jamb seal, window installation and seals shall be tested against leakage per the National Truck Equipment Association, Ambulance Manufacturing Division Standard 010 - Water Spray Test. This test shall be conducted on EACH ambulance by the quality assurance department.

11. A.M.D. 011 - EQUIPMENT TEMPERATURE TEST: The ambulance and equipment specified herein shall operate satisfactorily operate between 30 degrees and 125 degrees Fahrenheit per the National Truck Equipment Association, Ambulance Manufacturing Division Standard 011 - Equipment Temperature Test. This standard must be type certified by an independent testing laboratory on a like test model.

12. A.M.D. 012 - INTERIOR CLIMATE CONTROL TEST: The ambulance and equipment specified herein shall be equipped with a HVAC (Heating, Ventilation, and Air Conditioning) System that will meet or exceed the performance criteria set forth in the National Truck Equipment Association, Ambulance Manufacturing Division Standard 012 - Interior Climate Control Test. This standard must be type certified by an independent testing laboratory on a like test model.

13. A.M.D. 013 - WEIGHT DISTRIBUTION GUIDELINES: The ambulance specified herein shall be weighed at the end of the ambulance manufacturer's production cycle to assure compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 013 - Weight Distribution Guidelines.

The vehicle specified herein must be weighed on a four point scale that measures the weight imposed on EACH wheel. The side to side weight difference tolerance shall not exceed five percent (5%).

The total weight imposed on the FRONT axle shall not exceed the chassis manufacturer's gross axle weight rating minus three hundred pounds.

The total weight imposed on the REAR axle shall not exceed the chassis manufacturer's gross axle weight rating minus one thousand pounds.

The aggregate total of all four points shall not exceed the gross vehicle weight rating minus eleven hundred pounds regardless of customer specified equipment.

14. A.M.D. 014 - ENGINE COOLING SYSTEM TEST: The cooling system in the ambulance specified herein shall be tested to assure compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 014 - Engine Cooling System Test. The vehicle specified herein must be tested at the end of the ambulance manufacturers

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manufacturing cycle to determine if the cooling system capacity is adequate to maintain safe engine operating temperature at ninety five degrees, ambient temperature for one hour. EACH ambulance shall be checked to assure a leak and trouble free cooling system performance.

15. A.M.D. 015 - AMBULANCE MAIN OXYGEN SYSTEM TEST: Each ambulance's main Oxygen System shall be tested to assure compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 015 - Ambulance Main Oxygen System Test. The subject vehicle specified herein must be equipped with an Oxygen system that can withstand a 150 PSI charge of dry air or Nitrogen for a period of four hours without a loss exceeding five pounds per square inch of pressure. The results of this test shall be posted inside the oxygen tank stowage compartment. A certificate shall be supplied, describing the test conditions, the initial test pressure, the final pressure (after four hours) and the name of the inspector who performed the test.
16. A.M.D. 016 - PATIENT COMPARTMENT LIGHTING LEVEL TEST: The ambulance and equipment specified herein shall be equipped with patient compartment lighting that will meet or exceed the performance criteria set forth in the National Truck Equipment Association, Ambulance Manufacturing Division Standard 016 - Patient Compartment Lighting Level Test. This standard must be type certified by an independent testing laboratory on a like test model.
17. A.M.D. 017 - ROAD TEST: The ambulance and equipment specified herein will meet or exceed the performance criteria set forth in the National Truck Equipment Association, Ambulance Manufacturing Division Standard 017 - Road Test. This standard must be type certified by an independent testing laboratory on a like test model.
18. A.M.D. 018 - REAR STEP AND BUMPER STATIC LOAD TEST: The rear step and bumper shall be type tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 018 - Rear Step and Bumper Static Load Test. This standard must be type certified by an independent testing laboratory on a like test model.
19. A.M.D. 019 - MEASURING GUIDELINES: COMPARTMENTS AND CABINETS: The ambulance specified herein shall be in compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 019 - Measuring Guidelines: Compartments and Cabinets.
20. A.M.D. 020 - FLOOR DISTRIBUTED LOAD TEST: The ambulance specified herein shall be type tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 020 - Floor Distributed Load Test. This standard must be type certified by an independent testing laboratory on a like test model.
21. A.M.D. 021 - ASPIRATOR SYSTEM TEST, PRIMARY PATIENT: Each ambulance's primary patient aspirator system shall be tested to assure compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 021 - Aspirator System Test, Primary Patient.
22. A.M.D. 022 - COLD ENGINE START TEST: The ambulance specified herein shall be type tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 022 - Cold Engine Start Test.

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23. A.M.D. 023 - SIREN PERFORMANCE TEST: The ambulance siren system shall be type tested to the National Truck Equipment Association, Ambulance Manufacturing Division Standard 0 23 - Siren Performance Test.
24. A.M.D. 024 - PERIMETER ILLUMINATION TEST: The ambulance and equipment specified herein shall be equipped with perimeter lighting that will meet or exceed the performance criteria set forth in the National Truck Equipment Association, Ambulance Manufacturing Division Standard 016 - Perimeter Illumination Test. This standard must be type certified by an independent testing laboratory on a like test model.
25. A.M.D. 025 - MEASURING GUIDELINES: OCCUPANT HEAD CLEARANCE ZONES: The ambulance specified herein shall be in compliance with the National Truck Equipment Association, Ambulance Manufacturing Division Standard 025 - Measuring Guidelines: Occupant Head Clearance Zones.

**G. CRASHWORTHINESS**

Safety is a primary objective for modular ambulance vehicles produced under this specification. In addition to compliance with design criteria incorporated herein, the Vendor will provide certified documentation to provide proof of crashworthiness of the vehicles provided under this Contract.

Crashworthiness of vehicles shall be demonstrated through a minimum of two actual crash tests of modular body ambulance under laboratory conditions. These crash tests will be similar in scope to testing performed by the National Highway Traffic Safety Administration and the Insurance Institute for Automobile Safety to verify the crashworthiness of passenger vehicles. An independent test laboratory accepted and utilized by the National Highway Traffic Safety Administration for their crash tests shall perform this testing and provide certification. Testing shall be performed and verified by SAE Member Engineers.

Test criteria shall be defined as a minimum of two actual high-speed impact crash tests between an ambulance and mid-size passenger vehicles. Collisions shall be into each side of manufacturer's standard production modular ambulance body mounted on a chassis, struck by an actual bullet vehicle. Crash energy at impact shall be a minimum of 3,000 pounds at 42 miles per hour.

Reports from crash testing shall be certified by testing lab, and shall include the following minimum results:

1. The required six-point medic restraint system shall hold all attendants in their seats. There shall be no head contact with anything except head rests. There shall be no excessive excursion of the attendants in their seats regardless of which way they were facing.
2. The ambulance body structure shall remain intact after both impacts. Bending of body shall be localized to point of impact, and doors adjacent to the actual crash point shall continue to operate. There shall be no intrusion into the patient compartment.
3. The body mount and pucks shall remain intact as a result of the impacts. There shall be no visual damage to body mounts or floor structure.
4. All interior cabinetry and fixtures shall remain in place and undamaged.

This provision requires actual crash testing of an ambulance by high-speed moving vehicles to validate safety and crashworthiness. Crash simulations, acceleration testing, sled testing, barrier testing or other theoretical tests are not sufficient to meet this requirement.

**H. QUALITY CONTROL - SPECIFICATION COMPLIANCE**

1. **QUALITY ASSURANCE:** The Vendor shall inspect and test all systems, electrical loads, per current Federal specification KKK-A-1822 Section 4. Testing results shall be documented and displayed in the Oxygen compartment and/or supplied with the delivery handbook.
2. **QUALITY/COMPLIANCE ASSURANCE:** A thorough quality/compliance inspection by the County's employees or the County's hired representative shall compare the Ambulance to the specifications within 10 calendar days of written notice of vehicle completion by the Vendor. The notice may be faxed, followed by phone contact. The County reserves the right to authorize the Vendor's dealer to conduct the inspection provided the dealer is authorized and qualified to correct quality/compliance issues at the dealer's site.

**I. MODULE CONFIGURATION:**

1. **OVER ALL LENGTH:** The overall length of the vehicle shall not exceed twenty three (23) feet, nine (9) inches. The departure angle and length shall meet or exceed the current revision of Federal Specification KKK-A-1822.
2. **MODULE LENGTH:** The module length shall be at least one hundred sixty four (164) inches.
3. **MODULE WIDTH:** The module width shall comply with the current revision of Federal Specification KKK-A-1822. The module shall be ninety five (95) inches wide, excluding lights and accessories.
4. **MODULE HEAD ROOM:** The module shall not be less than seventy (70) inches actual measured headroom. The measurement shall be taken from the patient compartment floor to the ceiling panels.
5. **ENGINEERING NOTE:** Maximize aisle space to approximately 45 1/2".

**J. COMPARTMENT CONSTRUCTION**

1. **MATERIALS:** Unless specified otherwise, all exterior compartment walls and backs shall be constructed of .100 polished aluminum diamond plate. All compartment floors shall be formed of .125 aluminum sheet. Compartments for generators, oxygen, and backboards will have .250 compartment floors. All compartment ceilings shall be formed of .090 aluminum sheet. The ceilings and floors shall form around the sides and back to provide an overlapping joint. The floor and ceiling surfaces shall be double action (DA) sanded to 180 grit. The floors and ceilings are bonded to the walls and back and intermittent welded on six (6) inch centers.
2. **DRAIN HOLES:** Drain holes shall be provided on the bottom of the compartments. Each hole shall be baffled to prevent splash water from entering the compartment.
3. **COMPARTMENT FLOOR CONFIGURATION:** This compartment floor shall be a sweep out type floor. The compartment floor shall be flush with the lower door jamb to facilitate compartment floor cleaning. The edge of the compartment floor shall be continuously welded to the lower door jamb. Heat generated from welding shall not distort the straightness or flatness of the jamb or compartment floor. The weld quality must be aesthetically uniform.

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4. **VENTILATION:** All compartments, made from aluminum sheet, shall have at least eight louvers of ventilation to the outside below floor line. The oxygen cylinder and backboard compartments shall also be louvered through the inner and outer door panel up high with at least nine (9) square inches of free-vented area.
5. **WALK THROUGH:** Walk through access from the module to the cab shall be provided. The walk through opening shall be at least 19" inches wide and 41" inches high. A door designed to close off access shall be provided per Federal specification KKK-A-1822. The cab shall NOT be rigidly fastened to the modular body. A flexible, Accordion shaped, closed cell rubber bellows, custom made for the opening shall be provided to tie the cab to the module. One joint in the bellows is acceptable and shall be located on the bottom of the opening. The joint shall be completely vulcanized.
6. **CURBSIDE ACCESS DOOR:** The curbside side access door shall be at least 78 7/8" high by 31" wide measured at the door jamb opening.
7. **JAMB PROTECTION:** At the curbside side, module entry door, a full width, formed, stainless steel jamb protection plate shall be provided to prevent heavy traffic from chipping the paint.
8. **DOOR CHECK:** The compartment door(s) in excess of 13" pass through width shall be equipped with a door check (hold open) device. All vertically hinged doors in excess of 13" pass through width shall have a gas operated bi-directional spring shock door check. Door check brackets shall be through bolted to preclude coming loose.
9. **DOOR SWING:** The compartment door checks shall be installed to allow the door to open ninety degrees (90) from the fully closed position.
10. **STEP WELL:** A curbside entry door shall feature a double step "step well" to assist in patient cabin egress. The step shall have a tread dimension of not less than 10 inches. The riser dimension shall not exceed nine and one-half inches, measured from the step tread to the floor of the patient cabin. A right angled trim, made of bright aluminum diamond plate, shall be formed over the flooring material and wrap around the 3-sided perimeter of the step well. Step well material shall be 0.100 thick, polished aluminum diamond plate. The step well shall be illuminated. The step well shall meet or exceed the current revision of Federal specification KKK-A-1822.
11. **STEP WELL ILLUMINATION:** A 3" LED clear interior light shall illuminate the curbside step well per the current revision of Federal specification KKK-A-1822.
12. **LEFT FRONT COMPARTMENT:** This compartment shall be located in the left front corner of the modular body. The minimum compartment dimensions shall be 84.5" High x 19.8" Wide x 20.5" deep.
13. **SPLASH GUARD:** A deflector plate shall be welded between the left front and left front middle compartments. The shield shall be specifically designed to shield water splash from the compartment vents.
14. **COMPARTMENT DOOR:** A single, forward hinged, compartment door shall be set for this compartment. The door shall have a single handle and two rotary latches.

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15. **ADJUSTABLE SHELF:** A standard duty aluminum adjustable shelf shall be provided. The shelf shall be formed of .125 (1/8") thick aluminum, with 2 inch upward turned lips on all four sides. The shelf shall be mounted on Unistrut tracking, infinitely adjustable, aluminum extruded, heavy duty shelf track. Incrementally adjustable, non-aluminum shelf track is not acceptable.
16. **SHELF BRACKET:** Each above exterior adjustable shelf shall include four (4) self-gusseted .157" thick shelf brackets that will allow for easy adjustment up and down for each shelf. Each bracket shall be secured to the shelf by carriage head bolts on the top of the shelf and hex head bolts to secure them to the shelf tracking material in the compartments. This will guard against shelf deformation in the compartments when the shelves are secured in place.
17. **VERTICAL DIVIDER:** Located in the "M1" compartment shall be ne semi rigid fixed divider shall be formed of 5052-H32 aluminum sheet. The divider shall be full height of the compartment by fourteen inches (14") deep; measured from the back of the compartment. The exposed edge shall be covered with automotive edge trim.
18. **COMPARTMENT LIGHT:** One (1) light shall be mounted in the ceiling of the "M-1" compartment. The light shall be surface mount and shall be LED.
19. **LEFT FRONT MIDDLE COMPARTMENT:** This compartment is located adjacent and rearward to the left front compartment. The minimum compartment dimensions shall be 36.75" High x 50.8" Wide x 20.5" Deep.
20. **COMPARTMENT FLOOR:** This compartment shall feature a four inch (4") dropped floor. The edge of the compartment shall be continuously welded to the lower door jamb.
21. **COMPARTMENT DOORS:** A set of double hinged compartment doors shall be set for this compartment. Each door shall have a single handle and two rotary latches.
22. **VERTICAL DIVIDER:** Located in the "M5" compartment shall be ne semirigid fixed divider shall be formed of 5052-H32 aluminum sheet. The divider shall be full height of the compartment by fourteen inches (14") deep; measured from the back of the compartment. The exposed edge shall be covered with automotive edge trim.
23. **COMPARTMENT LIGHT:** One (1) light shall be mounted in the ceiling of the "M-2" compartment. The light shall be surface mount and shall be LED.
24. **AUXILIARY CONDENSER:** The module A/C system shall employ a separate condenser for the rear HVAC system. The condenser shall be through bolted to brackets that are welded to the body behind the curb side step well. Two (2) electric cooling fans shall be mounted to the core assembly and blow toward the road. The condenser fans shall come on when either the cab or the patient cabin A/C unit is turned on.  
  
Fan blades shall be protected by a high impact resistant grille work that is molded into the fan body. All fan wiring shall be routed, secured and protected from road hazards. The condenser body shall not fall within the vehicles maximum ramp break over angle. None of the O.E.M. Cab HVAC system components may be tied into for the rear AC system.
25. **LEFT WHEEL WELL COMPARTMENT:** This compartment shall be located on the drivers' side of the modular body, directly over the left wheel well opening. The minimum compartment dimensions shall be 8" High x 34.75" Wide x 20.5" Deep.

26. COMPARTMENT INTERIOR WALLS: All compartment interior walls constructed of .100 diamond plate for increased strength.
27. SPECIAL COMPARTMENT CONSTRUCTION: The aforementioned compartment shall be made of the following materials:
28. MATERIALS: All exterior compartment walls and back shall be constructed .090 aluminum sheet. The aluminum alloy, for all compartment parts shall be 5052-H32. All compartment floors shall be formed from .125 aluminum sheet. All compartment ceilings shall be formed from .090 aluminum sheet. The ceilings and floors shall form around the sides and back to provide an overlapping joint. All interior surfaces shall be double action (DA) sanded to 180 grit. The floors and ceilings are bonded to the walls and back and intermittent welded on six (6) inch centers. Continuous welds around the compartment seams are not acceptable due to cracking, in time, located just outside the welded heat effected zone.
29. COMPARTMENT INTERIOR FINISH: This compartment shall have a double action sanded finish. The finish shall be created using 180 grit sand paper.
30. COMPARTMENT FRONT: A single non-hinged compartment door shall be bolted to the aforementioned rollout tray. The door construction shall utilize the same construction techniques and materials that are used for the other hinged doors found on the unit body compartments. This front shall have two striker pins, one on each end of the door. The tray front shall support the door squarely with the jamb. The door shall roll out with the tray as a drawer front.
31. LEFT REAR COMPARTMENT: This compartment shall be located in the left rear corner of the body. The minimum compartment dimensions shall be 36 3/4" High x 36 1/8" Wide x 20 1/2" Deep.
32. COMPARTMENT FLOOR: This compartment shall feature a four inch (4") dropped floor. The edge of the compartment shall be continuously welded to the lower door jamb.
33. COMPARTMENT DOORS: A set of double hinged compartment doors shall be set for this compartment. Each door shall have a single handle and two rotary latches. Doors shall comply with aforementioned construction techniques.
34. ADJUSTABLE SHELF: A standard duty aluminum adjustable shelf shall be provided. The shelf shall be formed of .125 (1/8") thick aluminum, with 2 inch upward turned lips on all four sides. The shelf shall be mounted on Unistrut tracking, infinitely adjustable, aluminum extruded, heavy duty shelf track. Incrementally adjustable, non-aluminum shelf track is not acceptable.
35. SHELF BRACKET: Each above exterior adjustable shelf shall include four (4) self-gusseted .157" thick shelf brackets that will allow for easy adjustment up and down for each shelf. Each bracket shall be secured to the shelf by carriage head bolts on the top of the shelf and hex head bolts to secure them to the shelf tracking material in the compartments. This will guard against shelf deformation in the compartments when the shelves are secured in place.
36. COMPARTMENT LIGHT: One (1) light shall be mounted in the ceiling of the "M-3" compartment. The light shall be surface mount and shall be LED.

37. REAR TAILBOARD COMPARTMENT: This compartment shall be located in the rear kick-plate and centered below the rear access doors. The minimum compartment dimensions shall be 9" High x 27 5/8" Wide x 22 1/4" Deep.
38. COMPARTMENT INTERIOR WALLS: All compartment interior walls constructed of .100 diamond plate for increased strength.
39. COMPARTMENT DOOR: A single, top hinged, compartment door shall be set for this compartment. The door shall have a single handle and one rotary latch. Door construction shall comply with aforementioned techniques.
40. FIXED SHELF: A standard duty aluminum adjustable shelf shall be provided. The shelf shall be formed of .125 (1/8") thick aluminum, with 2 inch upward turned lips on all four sides. The shelf height location shall be set at the post award conference.
41. RIGHT REAR COMPARTMENT: This compartment shall be located in the right rear corner of the body. The minimum compartment dimensions shall be 84 1/2" High x 26 5/16" Wide x 21" Deep.
42. COMPARTMENT INTERIOR WALLS: All compartment interior walls constructed of .100 diamond plate for increased strength.
43. COMPARTMENT FLOOR: This compartment shall feature a four inch (4") dropped floor. The edge of the compartment shall be continuously welded to the lower door jamb.
44. COMPARTMENT DOORS: A set of double hinged compartment doors shall be set for this compartment. Each door shall have a single handle and two rotary latches. Doors shall comply with aforementioned construction techniques.
45. ADJUSTABLE SHELF: A standard duty aluminum adjustable shelf shall be provided. The shelf shall be formed of .125 (1/8") thick aluminum, with 2 inch upward turned lips on all four sides. The shelf shall be mounted on Unistrut tracking, infinitely adjustable, aluminum extruded, heavy duty shelf track. Incrementally adjustable, non-aluminum shelf track is not acceptable.
46. SHELF BRACKET: Each above exterior adjustable shelf shall include four (4) self-gusseted .157" thick shelf brackets that will allow for easy adjustment up and down for each shelf. Each bracket shall be secured to the shelf by carriage head bolts on the top of the shelf and hex head bolts to secure them to the shelf tracking material in the compartments. This will guard against shelf deformation in the compartments when the shelves are secured in place.
47. COMPARTMENT LIGHT: One (1) light shall be mounted in the ceiling of the "M-5" compartment. The light shall be surface mount and shall be LED.
48. RIGHT FRONT BATTERY COMPARTMENT: This compartment shall be located in the lower right front corner of the module body. The minimum jamb pass through dimensions shall be 12 1/4" High x 18 1/2" Wide x 21 7/16" Deep. The 2-battery tray shall accommodate two group 31 series batteries and be mounted on full extension slides with a 250 pound per pair rating.
49. COMPARTMENT DRAWER FRONT: A single non-hinged compartment door shall be bolted to the rollout tray. The door construction shall utilize the same construction techniques and materials that are used for the other hinged doors found on the unit body compartments. This

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front shall have two striker pins, one on each end of the door. The tray front shall support the door squarely with the jamb. The door shall roll out with the tray as a drawer front configuration.

50. REAR ACCESS DOORS: The rear of the module shall be equipped with double, hinged patient compartment access doors. The doors shall be centered on the body and align with the patient compartment aisle space. The doors shall measure 46 3/4" Wide by 60 5/8" High, jamb to jamb.
51. REAR ACCESS DOOR JAMB: At the rear access doors, a full width, formed, stainless steel jamb protection plate shall be provided to prevent the cot frames from chipping the paint. The stainless steel protection package shall start from under the kick plate and follow the contour of the jamb extrusion, cover the end of the sub-floor and cover the last four inches of the vinyl floor covering.
52. LOAD HEIGHT: Load height is defined as the vertical measurement from the level ground to the finished floor plane. When the suspension is kneeled, the load height shall meet current Federal specification KKK-A-1822.
53. DOOR JAMB SILL PROTECTION: On the compartments specified below, the paint on the bottom horizontal portion of the door jamb shall be protected by a twenty (20) gauge minimum stainless steel protection plate. This plate shall originate at the toe of the door jamb lip (where it mates against the skin), then forms around the lower flat surface, then forms up across the gasket mating surface and finally forms across the inner jamb surface and terminates where the compartment meets the jamb.

Rear Spineboard or Stairchair Compartment Bottom Door Jamb.

Right Front "ALS" Compartment Bottom Door Jamb.

**K. BODY PROTECTION AND BRIGHT WORK**

1. WHEELWELL DIAMOND PLATE: The wheelwell areas on both sides of the ambulance body shall be protected with the same design of diamond plate embossed aluminum treadplate material made up of .100 thick material. It shall be installed utilizing aluminum rivets to prevent electrocution from dissimilar metals. After the protective diamond treadplate is installed, the perimeter shall be sealed with silver silicone caulking material.
2. WIRE/HOSE COVER: The area between the back of the cab and the front of the module shall have a .100 aluminum diamond plate cover, attached to the frame rails, to protect any hoses and/or wires routed in that location. In Addition, the cover shall be mounted to close-off the area with a finished appearance.
3. FUEL TANK COVER: The polished aluminum diamond plate cover shall be roll formed to contour match the fuel tank. The fuel tank cover shall originate from the top of the primary (Bottom) step, run vertically and roll form around the top corner and across the top of the fuel tank. The ends of the cover shall be continuously T.I.G. welded to the roll formed front and top. All fastening devices shall be secured to the tank support brackets. The filler neck shall be match drilled for open access to the filler cap. The edges of the filler access hole shall be capped off with an automotive edge molding.

4. PRIMARY STEP: The O.E.M. primary step shall be replaced with an aluminum "Diamond Back" or expanded metal extrusion that protrudes beyond the face of the fuel tank cover by at least five inches. This step shall be through bolted to both O.E.M. fuel tank support brackets.
5. SECONDARY STEP: A twenty six inch (26") by seven inch (7") deep step made primarily of aluminum "Diamond Back" or expanded metal extrusion shall be welded onto the fuel tank cover.

#### **L. REAR BUMPER**

1. FRAMING: The rear step bumper shall exceed the current revision of KKK-A-1822. The bumper shall be framed in with 1/4 x 2 x 4 6063-T6 aluminum rectangular tubing. The bumper shall be through bolted directly to the chassis frame.
2. OUTER PONTOONS: The outer bumper ends (pontoons) shall be covered in .100 polished aluminum diamond plate. The outer corners shall be rounded. Each pontoon cover shall be through bolted to the bumper frame with stainless steel, pan-head, Phillips head, 1/4-20 bolts and Nylock nuts.
3. DEPTH OF BUMPER: The rear bumper shall protrude from the rear surface of the module body to the rearward most metal surface by at least thirteen and one half inches (13 1/2") and not more than fourteen inches (14").
4. CENTER STEP: A flip up step shall be provided to allow closer access to the patient cabin floor. The step shall be as wide as the rear access door jamb. The step shall have aggressive traction. The step shall have a red/white reflexite reflective strip across the flip up step. A stainless steel piano hinge shall have a staked in, 1/4" diameter pin, one inch knuckles and one Type-F 1/4" through bolt every four inches.
5. STEP, BUS STYLE: None
6. FENDER: The rear fenders shall be made of extruded rubber. The rubber fender mounting lip shall be reinforced with a radius matched 0.125 aluminum strip to promote even compression pressure between the fasteners. The mounting fasteners shall be 100% nylon bolt with 100% nylon nuts shall hold the fender to the body. The fastener centers shall not exceed ten inches (10).
7. SKIRT RAILS: The entire skirt-line of the body, forward and aft on the rear wheels shall have formed .375' diamond plate skirt rails to protect the body. Each skirt rail shall meet current Federal Specification KKK-A-1822. Each rail shall be chamfered 45 degrees at both ends. There shall also be a series of twelve (12) rectangular holes, six (6) each side. Six (6) of the holes shall face outward and six (6) shall angle downward. The side facing shall be for warning lights and the downward shall be for ground lighting. The rails shall be fastened through the bottom of the rail into the bottom of the modular body. The rails shall not cut into the paint. They shall be mounted through nylon isolators in such a manner that they are spaced off the body.
8. SKIRTRAIL LIGHTS, FRONT PAIR: Two (2) Skirtrail LED Strip Lights, Kinequip KFL-SLRC8, Red/White.
9. SKIRTRAIL LIGHTS, MIDDLE PAIR: Two (2) Skirtrail LED Strip Lights, Kinequip KFL-SLRC8, Red/White.

**Exhibit A**

10. SKIRTRAIL LIGHTS, REAR PAIR: Two (2) Skirtrail LED Strip Lights, Kinequip KFL-SLRC8, Red/White.
11. SKIRTRAIL LIGHT SWITCHING: The above mentioned skirtrail LED lights shall be wired to activate by separate switch in cab console.
12. LED GROUND LIGHTS: Six (6) Kinequip White 8" LED lights, In Skirtrails
13. LED GROUND SWITCHING: The above mentioned LED Ground lights shall be wired to activate by separate switch in cab console and with any entry or compartment door
14. BODY CORNER POST PROTECTION: The lowest twenty four inches (24") of the corner post extrusions shall be protected against stones and road debris. The corner post guards shall be formed of .080 thick polished aluminum diamond plate, contour fit to the corner post extrusions and riveted into place. A bead of silver colored, silicone sealant shall be applied across the top edge of the guards. The bottom of edge of the guard shall be left unsealed to promote moisture drainage.
15. FRONT OF BODY: The front of the body shall have skirt-line protection plates made of .080 aluminum diamond plate. The corner posts shall have form fit diamond plate protection height matched to the frontal plates. The height of the protection is twenty four inches up from the body skirt line.
16. REAR KICK PLATE: The rear kick plate shall be made of 0.100 inch thick polished aluminum diamond plate and run from corner post to corner post. The height shall be from the skirt-line of the body to the bottom door jamb on the rear access doors.
17. RECOVERY EYES: Two vertically oriented, heavy duty cast iron tow eyes with a one inch threaded stud shall be through bolted to a one half inch thick steel plate that is continuously welded to the end of the O.E.M. Frame. The recovery eyes shall be recessed into the kick panel so that the tangency of the eyes are co-planer with OR set back up to one inch. The recovery (tow) eyes shall not be trip hazard to personnel entering and leaving the rear access doors.  
  
Access to the recovery eyes shall be made through a finished access hole through the Diamond plate "Kick panel" under the rear doors. The access holes shall be at least five inches in diameter and the edges of the holes shall be covered in automotive edge trim. The trim must be bonded to the kick plate in addition to the clamp on ribbing that shall be built into the trim.
18. RECESSED TAG AREA: The kick plate shall feature a centered and illuminated recessed area to mount a standard U.S. six inch high by twelve inch wide license plate. The recessed area must be located as specified below and aesthetically T.I.G. Welded around the perimeter of the opening. Threaded inserts and bolts to install the tag shall be installed and provided.
19. TAG LIGHT: The tag arca shall bc LED illuminated with the park light circuit.
20. REAR DEFLECTOR: NONE
21. REAR ACCESS DOOR CHECKS: Rear access doors shall open at least 150 degrccs. The door checks shall be 2 piece, heavy duty, cast aluminum, grabber type with gaskets. The door shall have a 1/2 round stock loop that plunges into a positive rubber/cast socket.

22. MUD FLAPS FRONT: OEM (original equipment manufacturer).
23. REAR MUD FLAPS: Mud flaps behind both sets of rear tires shall be supplied and installed. The mud flaps shall be 1/4" thick natural rubber material. Each mud flap shall be sandwiched between the wheel well liner and a torque distribution plate. The torque distribution plate shall be at least .100 thick aluminum plate. Each mud flap shall be through bolted to the wheel well liner with at least three (3) one-quarter inch (1/4") diameter stainless steel bolts.
24. CORROSION: The anti-electrolysis procedure for any holes that are drilled for application of materials is to be as follows. After the hole is drilled, the opening(s) are to be treated with Tectyl 517 prior to installation of any fasteners to guard against any future corrosion.
25. EXTERIOR FASTENERS: All screw sites require a replaceable nylon insert for the fastener to thread into to isolate the dissimilar metals. Additionally each hole shall be treated with an Electrolysis Corrosion Control compound (Tectyl 517) prior to installation of the nylon inserts. All exterior screws shall be stainless steel.
26. BODY CORNER CAPS: The front and rear upper body corners shall include a cavity built into the aluminum body that shall not sacrifice the body integrity.
27. FRONT CORNER ICC LIGHTS: The front body corner caps shall include DOT approved compliant light fixtures with clear lenses. The lenses shall house ICC fixtures that include amber LED's to be mounted to the front and front corners. There shall also be additional LED lights that alternate red and clear within the light to act as additional warning lights.
28. FRONT I.C.C. LIGHTS: Clearance lights shall be provided per FMVSS 108. The lights shall illuminate the height of the vehicle, and define the vehicle center line. Three (amber) lights shall be provided on the front of the module and be populated with at least two LED's.
29. FRONT I.C.C. LIGHT GUARD: The above mentioned clearance lights shall be provided with a guard manufactured of bright finish material. The guard shall protrude out past the light protect from debris.
30. REAR CORNER ICC LIGHTS: The rear body corner caps shall include DOT approved compliant light fixtures with clear lenses. The lenses shall house ICC fixtures that include red LED's to the rear and rear corners. There shall also be additional LED lights that alternate red and amber within the light to act as additional warning lights.
31. REAR I.C.C. LIGHTS: Clearance lights shall be provided per FMVSS 108. The lights shall illuminate the height of the vehicle, and define the vehicle centerline. Three red lights shall be provided on the rear of the module and be populated with at least two LED's.
32. REAR I.C.C. LIGHT GUARD: The above mentioned clearance lights shall be provided with a guard manufactured of bright finish material. They shall protrude out past the light to protect them from debris.
33. CORNER CAP WARNING LIGHT SWITCHING: The above mentioned corner cap LED lights shall be wired to activate in Primary Only.
34. TAIL LIGHT GROUP: Highly conspicuous, Whelen, Package shall be provided as follows.

**Exhibit A**

35. **SIDE MARKER LIGHTS:** Two Whelen 500 series Tail/Stop LED type side marker light shall be supplied and installed on the apparatus body per FMVSS and D.O.T. Standards. Each light shall be wired with the running to be the tail steady and the turn is to be the stop and flash. Each light shall be the manufacturer's fully populated model with light emitting diodes. The lights shall illuminate the end of the vehicle body.
36. **LIGHT SIZE:** The light style shall be Whelen 600 series and shall be provided as follows.
37. **TAIL LIGHT HOUSING:** The 600 series tail lights described above shall be trimmed with a cast aluminum vertically mounted housing that is surface mounted to the rear of the modular body.
38. **STOP/TAIL LIGHT:** The stop/tail light fixtures on the rear of the body shall be Whelen Brand series 600, Fully Populated Light Emitting Diode to operate as both tail and stop modes and shall be red when illuminated.
39. **TURN SIGNAL LIGHT:** The turn signal light fixtures on the rear of the body shall be Whelen Brand series 600, Light Emitting Diode to operate as left and right turn signal lights and shall be amber arrow when illuminated.
40. **BACK UP SIGNAL LIGHT:** The backup signal light fixtures on the rear of the body shall be Whelen Brand series 600, halogen light to operate as left and right back up signal lights and shall be clear when illuminated.
41. **LED TURN FLASHER REPLACEMENT:** There shall be a load LED module installed in the system to allow the turn signals to flash at the proper rate.
42. **LED LIGHT:** There shall be a Whelen 500 Series LED Red light installed on the ambulance. Final location shall be determined by this department and noted on the final build order at confirmation.
43. **AUXILIARY LED FOG LIGHTS:** A pair of (8) LED fog lights shall be supplied and installed on the front bumper and center aligned with the front head lights. The 6"W x 3.5"H Rectangle light housings shall be installed. The switch shall be mounted in the cab console with the input of the switch powered with the ignition switch. The current draw for the lights shall not flow through the switch itself, but through a relay system. Vendors' proposed light shall be confirmed and approved by the agency prior to vehicle production.
44. **AUXILIARY DRIVING/FOG LIGHT SWITCHING:** The above mentioned lights shall be wired thru the chassis ignition and the conversion battery switch.

**M. EXTERIOR FLOOD AND LOAD LIGHTING:**

1. **LEFT SCENE LIGHTS:** Two scene lights shall be provided on the left side of the module. The lights shall be Whelen LED-24, 900 series. The scene light group shall meet or exceed the present revision of the Federal specification KKK-A-1822.
2. **SCENE LIGHT SWITCHING:** The scene lights shall come on with two separate rocker switches labeled Right Flood and Left Flood, located in the center cab console controlled by the master switch. The right (curb side) scene lights shall also come on when the side entry door is opened.

3. LEFT SCENE LIGHTS: Two scene lights shall be provided on the left side of the module. The lights shall be Whelen LED-24, 900 series. The scene light group shall meet or exceed the present revision of the Federal specification KKK-A-1822.
4. SCENE LIGHT SWITCHING: The scene lights shall come on with two separate rocker switches labeled Right Flood and Left Flood, located in the center cab console controlled by the master switch. The right (curb side) scene lights shall also come on when the side entry door is opened.
5. RIGHT SCENE LIGHTS: Two scene lights shall be provided on the right side of the module. The lights shall be Whelen LED-24, 900 series. The scene light group shall meet or exceed current revision of the Federal specification KKK-A-1822.
6. LEFT SCENE LIGHTS: Two scene lights shall be provided on the left side of the module. The lights shall be Whelen LED-24, 900 series. The scene light group shall meet or exceed the present revision of the Federal specification KKK-A-1822.
7. REAR LOAD LIGHTS: Two rear load lights shall be provided on the rear of the module, above the rear access doors. The lights shall be Whelen LED-24, 900 series. The scene light group shall meet or exceed current Federal specification KKK-A-1822.
8. REAR LOAD LIGHT SWITCHING: The rear load lights shall come on with a separate rocker switch located in the cab console controlled by a master switch. The switch shall be labeled "Rear Flood" and shall control both rear load lights on the rear of the body and above the rear access doors. The rear load lights will come on when rear doors are opened.
9. DOCKING LIGHTS: None

**N. AIR CONDITIONER**

1. AIR CONDITIONER, SECONDARY SYSTEM: An auxiliary air conditioner (A/C) shall be supplied and installed in the patient area of the modular body. The A/C unit shall be a self-contained unit with a cooling output capacity of 12,000 British Thermal Units (BTU). The unit shall be mounted per the A/C unit manufacturer's specifications.

The A/C unit shall run on one hundred fifteen volts, alternating current at a frequency of sixty Hertz. Current draw shall not exceed fifteen Amperes, including the compressor and the fan motor set on HIGH speed.

2. REFRIGERANT: The system shall operate on 24.5 ounces of R-22 Freon.
3. THERMOSTAT: A built in thermostat, utilizing a capillary tube as a metering device, shall have a temperature range of sixty degrees Fahrenheit.
4. UNIT WEIGHT: The overall unit weight shall not exceed eighty-five pounds.
5. PATIENT CABIN - AIR CONDITIONING SYSTEM: The air conditioning system specified herein shall be completely separate from the cab HVAC system. ALL components of the A/C (HVAC) system shall be MATCH SELECTED AND SOURCED from ONE air conditioning vendor.

**Exhibit A**

6. **REAR AIR CONDITIONING EVAPORATOR:** The module shall have an additional, self-contained A/C unit complete with an evaporator coil, heater core and a 12 volt blower. The blower shall consist of two concentrically located cylinder fans mounted on one common 12 volt motor. The fan shall be three-speed and shall deliver 650 cubic feet of air per minute on high.

The unit shall be rated at least 32,000 British Thermal Units (BTU) in A/C Mode and 32,000 BTU in Heater Mode. The Vehicle A/C and Heat system must meet or exceed current Federal specification KKK-A-1822.

7. **CONDENSATION DRAIN PAN:** A condensation pan shall be provided to collect water condensation from the evaporator coil. The drain pan shall be formed from 1/8 ABS plastic sheet and shall be listed (tilted) toward the drain fitting. The Evaporator unit shall be mounted so that the weight of the coil, case and blower assembly does not rest on the pan. Additionally the entire evaporator shall list toward the condensation drain fitting to enhance water flow to the drain hose. The drain hose shall be 1/2 I.D., collapse resistant and fiber reinforced polytubing. The hose shall be routed from the condensation pan to the street.
8. **HEATER HOSES:** Heater hoses for the cab shall remain O.E.M. 5/8 inside diameter, E.P.D.M. Nomex rubber hoses shall route from the O.E.M tie in point to the rear heater core.
9. **AIR CONDITIONING HOSES:** All A/C Hoses shall meet Society of Automotive Engineers (SAE) J-2064. The discharge (High side) hoses shall not be less than 5/16 inside diameter (Size 6). The suction (Low side) hoses shall not be less than 1/2 inside diameter (Size 10). All hoses shall be A.S.T.M. Type D, with a thermoplastic inner liner (Nylon) that is protected by two textile reinforced braided elastomeric outer jacket. The hose shall be qualified for use with R-134A, R-404 and R-407. The hose specified herein shall be subjected to a battery of tests per A.S.T.M. D-380. The results shall be supplied by the hose manufacturer.
10. **RETURN AIR GRILLE:** Installed around the Heat/AC unit shall be a perforated 13 gauge steel grille. The grille shall allow 156 inches of return air flow to the Heat/AC unit. The grille shall provide complete access to the Heat/AC unit. The grille to have a black powder coat finish. There shall be two quarter turn locks supplied and installed on the grille. The locks shall have a black powder coated finish. Lock pawl activation shall be enabled with a round bitted key.
11. **PRE CARBON FILTER:** The return air grille shall be supplied with a pre carbon filter that is designed to fit the slot within the grille. It shall be installed and shall not rattle. The filter shall be replaceable and/or cleanable by this department's fleet maintenance in the field.
12. **CEILING DUCTED INSULATED AIR CONDITIONING DELIVERY:** One duct shall route over the primary patient and attendant, and one shall run over the lap area of squad bench. Each duct shall contain four spherically adjustable registers, evenly spaced, total of 8. There shall also be two registers located directly behind the attendant's seat.
13. **REAR AC CONTROL/THERMOSTAT:** The air conditioning and heat for the patient cabin shall be controlled by a thermostatically sensitive panel located in the action area console. The panel shall feature a three speed fan control switch, a system "heat-off-cool" switch and a variable temperature control. L.E.D. lights shall indicate "cool" and "heat" modes. A digital display shall indicate the patient cabin temperature.
14. **LINER PANELS:** The patient cabin head liner substrate material shall be one quarter inch thick, hardwood plywood. The substrate shall be covered with a minimum 28 mil thick gloss white

laminate. An upholstered center panels shall provide access to ceiling wiring and be covered in the same upholstery type as the seat and back rest pads found on the squad bench and/or CPR seat.

## **O. INTERIOR LIGHTING**

1. **PATIENT CABIN DOME LIGHTS:** The patient cabin shall have eight dual intensity, Kinequip LED dome lights in the ceiling. The domes centers shall be aligned along two, four light banks. The left bank shall provide light directly over the patient; the right bank shall provide light directly over the aisle/squad bench. The dome lights and configuration shall meet current Federal Specifications KKK-A-1822.
2. **PATIENT CABIN ADDITIONAL LIGHTS:** In addition to the dome lighting, four surface mounted round dome lights shall be installed centered between the right and left bank of dome lights. The lights shall be 12 Volt Kinequip (7" Dia.) LED Dome Light or approved equal. A cutoff switch located in the action area panel will be installed.
3. **FLUORESCENT LIGHT LOCATION:** The aforementioned fluorescent light shall be located in the center panel of the patient cabin ceiling. The longitudinal light position shall emphasize light intensity on the patient.
4. **15 MINUTE TIMER:** A variable 0 to 15 minute, spring wound, mechanical timer switch shall provide temporary illumination of the patient cabin for check out purposes. The switch input shall be wired directly to the vehicle batteries. The switch shall be located on the curbside wall, by the C/S access doors over the squad bench lid. The timer circuit shall comply with the latest revision of KKK-A-1822.
5. **LIGHTS POWERED BY TIMER:** The aforementioned timer shall power all of the fluorescent lights, mounted in the ceiling panels. The duration of the light shall vary with the setting of the timer.
6. **I.V. BAG HANGING HARDWARE, No 1:** One self-contained recessed I.V. Hook assembly shall be installed in the ceiling. The I.V. Hook assembly shall fold and stow recessed in a cast aluminum housing. The hooks are to be spiral shaped to preclude I.V. Bag from falling off with push button release for each fluid bag. The I.V. Hook assembly shall hold (2) two bags of fluid. A rubber with Velcro anti-sway device shall be included for IV retention, without depending on adjacent cabinetry.

Located of the Primary patient, in the close proximity to the Head/Chest area of the patient.

7. **I.V. BAG HANGING HARDWARE, No 2:** One self-contained recessed I.V. Hook assembly shall be installed in the ceiling. The I.V. Hook assembly shall fold and stow recessed in a cast aluminum housing. The hooks are to be spiral shaped to preclude I.V. Bag from falling off with push button release for each fluid bag. The I.V. Hook assembly shall hold (2) two bags of fluid. A rubber with Velcro anti-sway device shall be included for I.V. retention, without depending on adjacent cabinetry.

Located of the Secondary patient, in the close proximity to the Head/Chest area of the patient.

8. **RECESSED CURB SIDE OVER HEAD ASSIST RAIL:** The rail shall exceed the current revision of current Federal specification KKK-A-1822. The rail shall be 1 ¼ diameter, 100%

**Exhibit A**

stainless steel and 72 inches long. All rail fittings shall be T.I.G. welded to the main rail. The rail shall be recessed in an ABS pan 1.5", located curbside of center pad.

9. **MODULE INSULATION:** The module insulation, except the under the floor shall consist of material having the following characteristics, 8mm thick nonabsorbent, reflective and shall have an air cell core. The air cell core shall consist of one layer of polyethylene bubble film that is sandwiched between one (1) layer of 99 percent pure aluminum foil and white colored polyethylene film. The insulation shall be installed with at least 1/2 air space from exterior skins, exposed to direct sun light. The insulation thermal rate testing shall be conducted in accordance with A.S.T.M. E84-89A, A.N.S.I. 2.5, N.F.P.A. 255, U.B.C. 42-1, and U.L. 723. The walls shall not be less than R-15.0 down, R-7.31 Horizontally and R5.4 up. The insulation shall have a N.F.P.A. Class A and a U.B.C. Class 1 fire rating with a flame spread index of 20 and a smoke developed index of 30. The application shall include a single layer of the insulation on all four walls, doors, compartments, ceiling and floor.
10. **MODULE FLOOR INSULATION:** The floor shall have 0.1875 inch thick mass loaded acoustical ethylene vinyl acetate material composite with 0.125 inch thick needled polyester attached to the inside floor surface to provide a noise reduction of 75%. A layer of 0.250 inch thick foil encapsulated micro-cellular closed-cell polyethylene with a minimum R rating of 11.55. Patient compartment floor is now fully insulated for sound deadening and enhanced temperature control without increasing load height.

The total R value of the floor must be greater than or equal to 11.55

11. **OPTICOM:** The ambulance shall include a 3M Brand Opticom unit with a switch in the console with an auto off if vehicle is taken out of drive gear.
12. **FRONT ADDITIONAL LIGHTING:** There shall be four additional lights on the front of the modular body. They shall be in line with the front body KKK-1822 required lights and in line with the KKK-1822 required lights. Two either side of the center light.
13. **L.E.D. LIGHT HEAD AND COLOR:** The four (4) light emitting diode color of the aforementioned light heads shall be two (2) CLEAR and (2) Super RED. The clear LED's shall be the linear design with a step mirror for full appearance of output.
14. **LIGHT:** Whelen 900, Super CLEAR LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be Clear. The LED light(s) shall be programmable to flash without an external flasher.
15. **ALTERNATIVE LIGHTBAR SWITCHING:** The switching of the lighting package that makes up the alternative lightbar package shall be through the Primary/Secondary switching system. All red lights shall be through the primary side of the switch and any clear lighting (if optioned) shall be through the secondary side.

**P. PUBLIC ADDRESS (VISUAL) WARNING LIGHTS**

1. **WARNING LIGHT FLASHER:** There is not to be an external flasher unit. The LED warning lights shall each flash independently of each other. There shall be no preset flash pattern and it will not comply with the present revision of KKK-A-1822. The County chooses to have this flash pattern as we feel that it is as effective as the required flash pattern incorporated within the verbiage of the present revision of KKK-A-1822.

2. PRIMARY / SECONDARY SWITCH: The warning light system shall be controlled with a switch(es) located in the cab console. The switch(es) shall allow for "Off" position, "Primary" position, and "Secondary" position. Each output of the switch shall be indicated with a small red lamp, integrated in the switch legend area. The switch shall have an engraved, illuminated legend that clearly defines the function of the switch.

**Q. WARNING LIGHT SPECIFICATIONS**

1. LIGHT HEAD FLANGE: Whelen bright, chrome (Flange), on all Whelen 9 x 7 light head(s).
2. (2) Grille Lights: A pair of 5TIR-6 LED lights shall be mounted in a cast aluminum flanged housings on the grille supports and mounted in such a way as not to block air flow.
3. Lights: (2) Whelen 5TIR6, RED LED/CLEAR LENS. The LED shall be red in color. Lens color of the light to be clear.
4. Lights: (2) Whelen 5TIR6, WHITE LED/CLEAR LENS, Additional. The LED shall be white in color. Lens color of the light to be clear.
5. (2) Intersection Lights - Front Fenders: 700 Series L.E.D. These light heads shall be Super LED with RED light emitting diodes. Whelen's optional bright; chrome like trim bezel (Flange), Part No. 7EFLANGE shall embellish both light heads.
6. Flanges: (2) 700-Chrome Flange for lights above
7. Lights: (2) Whelen 700, Super RED/CLEAR LED/CLEAR LENS, Programmable. Lens color to be clear. The LED light(s) shall be programmable to flash without an external flasher. 700 LED's light to be red/clear.
8. (1) Front Center Upper Body Light: 900 Series L.E.D. with a Clear Lens
9. (2) Front Outer Upper Body Lights: 900 Series L.E.D. This light head shall be Super LED with RED light emitting diodes.
10. Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be RED. The LED light(s) shall be programmable to flash without an external flasher.
11. (4) Side Facing, Upper Body Lights: 900 Series L.E.D. These light heads shall be Super LED with RED light emitting diodes.
12. Light: Whelen 900, Super RED LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be RED. The LED light(s) shall be programmable to flash without an external flasher.
13. (2) Side Facing, REAR Intersection Lights: 700 Series L.E.D. These light heads shall be Super LED with RED light emitting diodes.
14. LOCATION: On the side of the module, over each rear wheel well opening on the ambulance body.

**Exhibit A**

15. Light: Whelen 700, Super RED LED/CLEAR LENS, Programmable. Lens color of light to be clear. 700 LED to be RED. The LED light(s) shall be programmable to flash without an external flasher.
16. STROBE SWITCHING: The above mentioned lights shall be wired to activate in Primary Only.
17. (2) Rear Upper Body Lights: 900 Series L.E.D. These light heads shall be Super LED with RED light emitting diodes.
18. LOCATION: On the rear of the module, one in each upper outer corner inside of the structural corner post.
19. Light: Whelen 900, Super RED/AMBER LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be RED/AMBER. The LED light(s) shall be programmable to flash without an external flasher.
20. (2) Rear Upper Body Lights: 900 Series L.E.D. These light heads shall be Super LED with RED light emitting diodes.
21. LOCATION: On the rear of the module, aligned with each upper window in the access doors. The light shall flash through the window when the doors are opened.
22. Light: Whelen 900, Super RED/AMBER LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be RED/AMBER. The LED light(s) shall be programmable to flash without an external flasher.
23. (1) Rear Center Upper Body Light: 600 Series L.E.D. This light head shall be Super LED with AMBER light emitting diodes.
24. Light: Whelen 900, Super AMBER LED/CLEAR LENS, Programmable. Lens color of light to be clear. 900 LED to be AMBER. The LED light(s) shall be programmable to flash without an external flasher.
25. ADDITIONAL WARNING LIGHTS: There shall be a pair of Whelen series 600 Super LED warning lights located in the rear kickplate vertically aligned with the rear brake lights. The lights shall be switched Primary and Secondary warning.
26. Light: Whelen 600, Super RED LED/CLEAR LENS, Non-Programmable. Lens color of light to be clear. 600 LED to be RED.
27. LOCATION: The two lights mentioned directly above are located on the rear of the module in each upper outer corner.

**R. ELECTRICAL SYSTEM 12 VOLT - GENERAL**

1. MODULE GROUNDING: A minimum of (2) two braided ground straps shall be through bolted to the chassis frame and the floor structure of the modular body. The bolts shall be at least 3/8 diameter. A flat washer shall be provided under the head of the bolt, over the strap lug. Additionally an internal tooth lock washer shall preclude loosening. Conventional stranded copper cables are not acceptable because they do not suppress RFI and does not meet SAE J551.

**Exhibit A**

2. **GENERAL GROUNDS:** To comply with current Federal specification KKK-A-1822 plus enhance ground quality and reduce trouble shooting time, all devices wired within the ambulance conversion shall be centrally grounded. Each device shall have a separate ground wire routed to a central buss bar then grounded via fine strand cable to the module body. Local grounds are acceptable only when the device is drawing at or less than 100 milliamps (0.1 amps).
3. **12 VOLT WIRE:** All wires within the ambulance harnesses shall meet current Federal specification KKK-A-1822. All wire insulation shall be GXL cross-linked polyethylene. Permanent wire identification and wire function shall be printed on 4 centers along the full length of the wire. Wire conductors shall be stranded copper.
4. **WIRE PROTECTION:** All wire within the conversion shall be protected and run in split convoluted loom with a melting temperature of 300 degrees, Fahrenheit. All wire harnesses shall be clamped and routed to eliminate possibility of damage due to cut/chaffed wire. Grommets made of rubber or plastic shall be used where harnesses pass through metal or wood. Large holes and irregular shaped wire passages shall use automotive edge trim to protect the wire conduit/loom. Wire harnesses shall be neatly clamped into protective routing areas away from heat sources, unfriendly edges or moving devices.
5. **SPOT LIGHT:** A hand held 140,000 candle power, 100 watt halogen spot light shall be provided in the cab. The housing shall be an impact resistant, one piece Unibody UV treated black colored neoprene. The light shall feature a momentary rocker switch to prevent the light from burning while not in the user's hand. This light shall feature a coil type cord that is at least three feet long retracted and fifteen feet extended. The weight of this light shall not exceed three pounds.
6. **HANDHELD SPOTLIGHT LOCATION:** The aforementioned spot light shall be hard wired to the center console. The light shall be enabled through the battery switch.
7. **BATTERY SWITCH:** A conversion disconnect switch shall be supplied. Constant battery power shall be supplied for device memories. None of the chassis functions shall be effected by this switch per  
  
Fords Qualified Vehicle Modifiers program, bulletin No 63. Additionally, an indicator light shall illuminate on the cab console panel.
8. **BATTERY JUMPSTART:** There shall be a remote mounted Anderson style connector plug mounted on the exterior of ambulance chassis for hook up direct to batteries from an external source. The final location of this shall be determined by this agency for ease of operation. There shall be a set of cables built and shipped with the unit that consist of Anderson style connector on one end to match the end on the remote setup and jumper cable "Alligator" clamps on the other end. The cables shall be approximately 12' long.
9. **BATTERY JUMPSTART LOCATION:** Front Bumper Area.
10. **CAB DOME LIGHT:** There shall be a RED LED 2" dome in the cab ceiling. The light shall be 12vdc and activate when any cab or module door is ajar. The light shall be wired to be battery switch hot.
11. **POWER MODULE DOOR LOCKS:** Each compartment and/or entry doors listed below shall Lock or Unlock with a single depression of a momentary switch. Each door shall be fitted with a

**Exhibit A**

bidirectional, momentary electric solenoid designed to operate a mechanical rod in a linear fashion. The rod shall mechanically interface with the door lock mechanism inside the door. All rod connections shall be designed for high cycle operation without mechanical disconnection. The battery compartment shall NOT have the power lock/unlock feature. This compartment shall remain key operated.

12. **DOOR LOCK SWITCH:** A momentary single pole, double throw rocker switch shall be supplied in a switch panel and located on the curb side wall near the side entry door. The panel shall be accessible from the street without getting into the module. The panel shall include an engraved legend that describes the function of the switch. The legend shall illuminate with the park light circuit.
13. The following doors shall have power door locks:
  - a. Left Front Compartment
  - b. Left Middle Compartment
  - c. Left Rear Compartment
  - d. Rear Left (Back Board) compartment
  - e. Rear Access Doors
  - f. Right Rear Compartment
  - g. Curbside Access Door
  - h. Right Front Compartment
14. **HIDDEN DOOR LOCK SWITCH:** A weather proof momentary switch shall be installed, concealed from view. Located in the OEM grille area.
15. **BATTERY CHARGER:** The ambulance chassis batteries shall be wired into an onboard Kussmaul Auto Charge 4000 Battery Charger system through the shoreline power. When the vehicle has the ability to be connected to 125vac household current through the shoreline that is specified within these specifications, the Kussmaul Auto Charge 4000 shall properly charge and condition the chassis batteries so that they will maintain the voltage and amperage required to operate the ambulance conversion properly.
16. **CAMERA SYSTEM: Back Up Camera:** Rear View Camera Systems Model # RVS-770616N or equivalent. This system is complete with a crystal clear color Digital 7" TFT-LCD monitor with distance grid lines and mirror image capability, two (2) side CCD cameras each with a 120 degree viewing angle with 50-foot infra-red night vision, one (1) heavy duty CCD with a 130 degree angle back up camera with 18 built-in Infra-reds, and all wires, connectors, and mounts needed. The system will be weatherproof with an IP69K rating, shock resistant with a 20G vibration rating, and a full one year warranty. The system must be upgradeable to a Quad View Monitor. If the County selects a Quad View Monitor, a RVS-504 power harness will be used instead of a RVS-501N multiplexer.

**EXTERIOR:** Installed over rear doors.  
Installed on Street-side and Curb-side over rear wheel at the top of the box.

17. **PATIENT COMPARTMENT CAMERA:**
  - a. Federal CAMCCD Bullet Style (Grab rail recess) or equivalent;
  - b. One (1) CAMR-CAMCCD;
  - c. One (1) ADAP-31100041;

- d. Camera mounted in the rear and faces forward;
  - e. Circuit protection: 12V:FET – Auto-reset;
  - f. Main switch panel location will be in the cab console and connected to the Rear View Camera System; and
  - g. Monitor with microphone.
18. CAB MONITOR MOUNT: The vehicle shall include an ABS monitor housing, mounted on cab ceiling.
19. CIRCUIT BOARD: The single relay control board is a fully integrated relay control board designed and built to IPC Class 3\* guidelines. The VF4 style socketed relay is rated at 20A at 24 VDC with built-in on-board diode suppression. Three status indicators for Blown Fuse, Coil Power and Load allow for intuitive operation and troubleshooting. Also included is a medium sized ATO blade style fuse / circuit breaker holder that is rated for 20A. Wiring connections are made via a WAGO Cage Clamp removable lockable connector, which provides a secure, vibration proof and corrosion resistant wire termination. Installation time is reduced by as much as 75%. All of these features are mounted in a 2"x2" DIN Rail mountable package. Clearly, the Single Relay Control Board is a best-in-class solution for Emergency Vehicle relay applications.
20. MASTER SWITCH: The patient area master switch shall be located in the cab switch console.
21. CIRCUIT BREAKERS: All conversion related circuits shall be protected with manual reset blade breakers. The value of the breaker for each circuit shall not exceed 75% of the rated capacity of the weakest component in the circuit.
22. LOAD MANAGER: Sequential switching of lamp loads is extremely important on this vehicle. An "Emergency Master" switch that simultaneously energizes a large number of lights can momentarily reduce the vehicle's voltage. Similarly the simultaneous removal of these loads can cause high alternator output voltage transients which may damage sensitive electronic equipment. The LOAD MANAGER sequencer assures that loads are applied and removed gradually, thus eliminating the possibility of inducing failures in the vehicle's equipment.
- The load manager shall be a precision, solid state controller which sequentially switches "ON" seven relays at 1/2 second intervals. Individual switches shall enable the operator to select output "ON or "OFF" status, at any time. The sequencer shall be initiated by the "Emergency Master" switch. The sequencer priority shall be set at the pre-build conference.
- The aforementioned LOAD MANAGER shall monitor the vehicles battery voltage. When the electrical loads have exceeded the charging system output, the voltage falls. When the voltage falls to 11.5 volts, the LOAD MANAGER will begin to shed up to five loads. The load shed priority shall be set by the circuit significance, followed closely by circuit draw. The LOAD MANAGER will shed loads until the voltage level begins to rise. A LOAD MANAGER bypass switch shall be installed on the circuit board to override.
- The device Warranty shall be covered by the device manufacturer for a period of three years.
23. FLASHER UNIT: There shall be a 14S flasher unit installed to allow the indicator lights to flash in the cab console.
24. CAB CONSOLE: An ergonomically designed console with an A-A plywood substrate shall be contour matched to the cab floor. The console shall be a parallel wall design with a twelve and

**Exhibit A**

one half inch over all width. End panels and center console bulkhead panels shall add rigidity and squareness to the console. The substrate shall be laminated per the following finish specifications:

- a. Computer supplied mount to be installed on front of console;
  - b. Drink Holder: Two (2) in cab console, big gulp size;
  - c. Drink holder location: Front;
  - d. Notebook slot: Single Full width by 6" wide;
  - e. Double removable Lexan Dividers;
  - f. Armrests, padded, for cab seat, on center console;
  - g. Glove storage: Four (4) glove box storage across rear; and
  - h. Console finish: Black, textured "easy grip".
  - i. Three (3) 12 Volt DC (Cigarette Plug) style ports.
  - j. One (1) 120 Volt junction box.
25. HOUR METER: An hour meter shall be included with the chassis. It shall be OEM on chassis and not an aftermarket system. The gauge shall be readily visible for a technician to view for record keeping as part of the OEM gauge cluster.
26. SWITCH PANEL, CAB CONSOLE: A switch panel made from 3/16 thick, translucent, acrylic sheet. The acrylic material shall evenly disperse label, indicator illumination. The Sheet shall be coated with a black colored, rigid plastic film. A CNC router shall engrave permanent switch legends, switch holes, meter holes, and indicator legends. The switches shall be organized in two rows. The top row shall start with an Emergency Master, followed by all of the emergency related switches. The bottom row shall start with a Master Switch, followed by all of the nonemergency related switches.
27. CUSTOM LOGO: The manufacturers' logo shall be engraved at the top of the main cab switch panel. The logo shall be to scale and back lighted with the head light switch.
28. COMPARTMENT AJAR INDICATOR LIGHT: A back lighted "Compt Open" light shall be engraved in the cab console's main switch panel. This light color shall be AMBER. The light shall meet current Federal Specification KKK-A-1822.
29. INDICATOR LIGHT FUNCTION: The door ajar indicator light shall flash when two conditions are met:
- a. The main conversion power switch is turned to the ON position.
  - b. Any compartment or entry door is opened.
- The door ajar light shall come ON with a door that is not COMPLETELY latched.
30. BATTERY POWER "ON" INDICATOR LIGHT: An indicator light, labeled "Amb Pwr" shall be engraved in the cab console's main switch panel. The light color shall be GREEN. The light shall meet current Federal Specification KKK-A-1822.
31. INDICATOR LIGHT FUNCTION: The "Amb Pwr" indicator light shall burn steady when the main conversion power switch is turned to the ON position.

32. DOOR AJAR INDICATOR LIGHT: A back lighted "Door Ajar" light shall be engraved in the cab console's main switch panel. This light color shall be RED. The light shall meet current Federal Specification KKK-A-1822.
33. CAB CONSOLE FINISH: The console body shall be finished with a 20 mil Easy Grip film. The Easy Grip shall be a self-adhesive as well as bonded to the substrate with high bond contact adhesive. The laminate shall bond tight to the radius corners and contours of the console body. All joints shall be inconspicuous and bonded along the edges.
34. BACK UP ALARM: The apparatus shall include a 97 to 107 decibel back up alarm, activated by shifting into reverse.
35. CUT-OFF SWITCH, BACK UP ALARM: The backup alarm shall include a momentary type cut off switch to silence the alarm. The alarm enable circuit shall automatically reset when the transmission is shifted out of REVERSE, hence the backup alarm will sound when the vehicle is placed in REVERSE again.
36. GROUND STRAPS: Four (4) 7/8" wide by 1/8" thick, fine strand, woven straps shall provide a ground path from the module body to the chassis frame. Woven straps filter out RFI noise originating from alternators, strobe power supplies and other devices that may find their way into intercom, stereo and two way communication radios. Each end of the ground straps shall be through bolted with 3/8" diameter, grade 5 or 8, hex head bolts and lock nuts. Each connection site shall be cleaned to the bare metal prior to fastening the strap. The connections shall have a dielectric anti corrosion spray applied.
37. 125 VAC to 12 VDC CONVERTER / BATTERY CHARGER No 1: An IOTA Engineering, L.L.C., Model DLS-15 Converter with a 15 ampere output capacity shall be supplied and installed. The device shall convert a 125 Volt, 60 Hertz Alternating current input into 13.4 to 13.6 Volt Direct current. The device shall provide clean, constant D.C. Power. When specified below this device shall be capable of serving as a battery charger that charges up to its full output capacity and tapers back the output to a maintenance mode depending upon the need of the batteries.

This DLS series battery charger/power supply shall be designed with high quality components that have life span ratings of up to ten years of continuous use. This device shall feature self-protection features including:

- a. A.C. Input Protection: protects against damaging spikes (up to 190 Volts) A.C. That may come from line or generator.
- b. Reverse Battery Polarity Protection: protects against incorrect wiring hook up with fuses that can be easily replaced.
- c. Brown Out Input Protection: protects against input spikes created by temporary or intermittent loss of input power.
- d. Over Current Protection: protects against supplying too much output current.
- e. Over Temperature Protection: protects against thermal damage with a unique proportional fan control circuit that turns on a whisper quiet when the unit reaches 35 degrees Fahrenheit (35 degrees Celsius).

Warranty: The device shall be covered by the manufacturer for a period of two years against defects in materials or workmanship from the date of retail delivery.

**Exhibit A**

An alternate charger / Converter may be supplied provided the alternate is equal in function, warranty and the alternate device has been approved by the agency prior to production.

Located in the M2, second back street side compartment.

38. **CONVERTER TO POWER:** The aforementioned converter/charger shall power the fluorescent specified within these specifications when the shoreline is connected and the aforementioned converter/charger has 110vac power.
39. **12 VOLT POWER INVERTER:** A highly reliable Vanner 1050CUL electronic power conversion unit that utilizes MOSFET power semiconductors and a microprocessor controller shall be supplied, installed and wired to the outlets specified herein. A Built in 30A automatic transfer switch shall transfer all loads from the inverter to the shore line, when the shore line cord is plugged into 125 vac shoreline power. The device shall convert 12 volt DC battery power into 1,050 watts of precisely regulated modified sine wave 125 volt AC power. The device shall hold output power between 114 volts and 126 volts AT a frequency of 59.9 to 60.1 Hertz.

The device shall not consume more than 105 amperes at 12 volts direct current (DC). The device shall be certified by Underwriters Laboratories to the present revision of the Federal Specification KKK-A-1822. The location of the inverter is specified below.

40. **POWER SOURCE FOR PORTABLE EQUIPMENT No 1:** Positive and Negative polarity fourteen gauge wires shall be supplied and installed for subsequent storage of portable equipment. The wires shall have 36" tails and be barreled off and protected by a tem (10) ampere automatic reset circuit breaker.
41. **LOCATIONS:** The power sources (3) shall be located on the console in the cab and (1) behind the A/A panel.
42. **POWER SOURCE:** The aforementioned power provision shall be fed off of the output of the ignition switch or when the battery charger/conditioner is connected to the shoreline.
43. **BATTERY CHARGER/CONDITIONER:** When the system is connected to shore/utility power, the battery charger (built into the aforementioned inverter) will automatically charge the batteries, and then keep them fully charged. The system's microprocessor controls the charging sequence, starting with the high charger (55 Amp) mode. When the batteries are fully charged, it switches to the ready/maintenance mode to keep the battery "topped up". The battery charger shall be designed to charge either lead acid flooded (wet) or gel type batteries.
44. **BUILT-IN BATTERY CHARGER:** The aforementioned built in battery charger shall be wired to the vehicle batteries to allow charging/conditioning when the shoreline is energized.

The power inverter shall reside in the left front middle compartment.

45. **CARBON MONOXIDE DETECTOR:** While a carbon monoxide detector will detect incomplete oxidation during combustion in gas ranges and unvented gas or kerosene heaters that may cause high concentrations of Carbon monoxide in indoor air. Worn or poorly adjusted and maintained combustion devices (e.g., boilers, furnaces) can be significant sources, or if the flue is improperly sized, blocked, disconnected, or is leaking. The main cause for concern in the ambulance is due to auto, truck, or bus exhaust from attached garages, nearby roads, or parking areas can also be a

**Exhibit A**

source. The unit shall be installed in the patient area and wired 12v into the ambulance conversion system.

46. **LOW VOLTAGE INDICATOR:** There will be an amber indicator light located in the cab console to illuminate if the vehicle voltage drops below 11.8 volts DC. If the voltage remains under 11.8 volts DC in excess of 120 seconds, there shall be a warning buzzer in addition to the light.

47. **DUAL HEAD MOTOROLA VIPER XTL2500 SHALL BE MOUNTED** one (1) in the Cab of truck and one (1) in the patient care compartment per county specs: Radios will be provided by county.

One (1) Inmotion cellular mobile device shall be installed by Vendor per Moore County Specs and location. Inmotion Device will be provided by the County.

48. Install and wire Knox Med Vault on Action Area cabinet. Knox box will be supplied by the County.

49. **POWER SOURCE FOR COMMUNICATION RADIO(S) No 1:** Positive and Negative polarity ten gauge wires shall be supplied and installed for subsequent installation of communications radio(s). The wires shall be barreled off and protected by a thirty (30) ampere automatic reset circuit breaker.

**POWER SOURCE:** The power provision shall be fed off of the output of the conversion main power (Battery) switch.

**LOCATION:** The aforementioned power source shall be located in the center console, in the cab.

50. **POWER SOURCE FOR COMMUNICATION RADIO(S) No 2:** Positive and Negative polarity ten gauge wires shall be supplied and installed for subsequent installation of communications radio(s). The wires shall be barreled off and protected by a thirty (30) ampere automatic reset circuit breaker.

**POWER SOURCE:** The aforementioned power provision shall be wired directly to the main vehicle batteries.

**LOCATION:** The aforementioned power source shall be located in the center console, in the cab.

51. **POWER SOURCE FOR COMMUNICATION RADIO(S) No 3:** Positive and Negative polarity ten gauge wires shall be supplied and installed for subsequent installation of communications radio(s). The wires shall be barreled off and protected by a thirty (30) ampere automatic reset circuit breaker.

**POWER SOURCE:** The power provision shall be fed off of the output of the conversion main power (Battery) switch.

**LOCATION:** The power source shall be located behind the Action area control panel in the patient cabin.

52. **POWER SOURCE FOR COMMUNICATION RADIO(S) No 4:** Positive and Negative polarity ten gauge wires shall be supplied and installed for subsequent installation of communications

radio(s). The wires shall be barreled off and protected by a thirty (30) ampere automatic reset circuit breaker.

POWER SOURCE: The power provision shall be fed off of the output of the conversion main power (Battery) switch.

LOCATION: The aforementioned power source shall be located in the left front middle compartment.

## S. COMMUNICATIONS

1. COMMUNICATIONS RADIO ANTENNA PRE-COAX No 1: This coaxial cable shall be RG58-U type. Leave an 18 service loop at the mod roof and a 36 tail at the interior termination point. A tag shall specify the other termination point for each coax provided.

ORIGINATION POINT: The Coaxial cable shall originate on the module roof. The port location shall be centered side to side and approximately 36" back from the front edge of the module roof.

TERMINATION POINT: The Coaxial cable shall terminate in the "Radio" cabinet behind the rearward facing attendant's seat.

2. COMMUNICATIONS RADIO ANTENNA PRE-COAX No 2: This coaxial cable shall be RG58-U type same as #1.

ORIGINATION POINT: The Coaxial cable shall originate on the module roof. The port location shall be centered side to side and centered front to rear, on the module roof.

TERMINATION POINT: The Coaxial cable shall terminate in the "Radio" cabinet behind the rearward facing attendant's seat.

3. COMMUNICATIONS RADIO ANTENNA PRE-COAX No 3: This coaxial cable shall be RG58-U type same as #1.

ORIGINATION POINT: The Coaxial cable shall originate on the module roof. The port location shall be centered side to side and approximately 36" forward of the rear edge of the module roof.

TERMINATION POINT: The Coaxial cable shall terminate in the "Radio" cabinet behind the rearward facing attendant's seat.

4. CONDUIT No 1: An empty one and one half inch diameter conduit expressly designed to add wires after vehicle delivery by the end user or his/her authorized agent shall be supplied and installed. The conduit shall have semi rigid, nonconductive liner that is free of inside ridges that can bind on the wire harness being pulled through the conduit. The outer jacket shall be a nonconductive, spiraled rigid coil designed to maintain the original shape of the liner, throughout the length of the conduit run.

ORIGINATION POINT: The aforementioned conduit shall originate in the cab behind the driver's seat.

TERMINATION POINT: The aforementioned coaxial cable shall terminate in the cab behind the driver's seat.

5. CONDUIT No 2: One and one-half inch diameter.  
The conduit quality shall be as described for conduit No 1.

ORIGINATION POINT: The aforementioned conduit shall originate in the cab behind the driver's seat.

TERMINATION POINT: The aforementioned coaxial cable shall terminate in the cab behind the driver's seat.

CONDUIT No 2: One and one-half inch diameter.  
The conduit quality shall be as described for conduit No 1.

CONDUIT No 2: One and one-half inch diameter.  
The conduit quality shall be as described for conduit No 1.

CONDUIT No 2: One and one-half inch diameter.  
The conduit quality shall be as described for conduit No 1.

CAT 5 Cable Installed from C/S wall to Console

12V Prewire: Installed in Cabinet A4

125 VOLT - SHORE-LINE SYSTEM

6. SHORE LINE INLET No 1: The primary 125 Volt shore line inlet, rated at 20 Amperes shall be supplied. The plug style shall be a straight blade (NEMA 5-20P) style with a U-shaped ground. The inlet shall automatically eject the shore line connector when the vehicle ignition switch is placed in the START position. The shore line inlet shall employ a novel internal switch that closes and opens the 125 Volt circuit after the mating connector is inserted and before the connector is removed to eliminate arcing at the connector contacts. This will prolong the life of the inlet and the shore line connector. The inlet shall be protected with a weather proof cover.

INLET LOCATION: Aft of Left Front compartment.

7. BLOCK HEATER WIRING: The OEM Block heater shall be wired to the shoreline. A 20 ampere, 125 volt female cord plug shall be supplied so that the block heater can be disabled during warmer months.
8. SHORELINE INDICATOR LIGHT: There shall be a green indicator light to power to the shoreline system within the ambulance body. The light shall be an LED 130v light fixture that is shock and vibration proof. The light fixture shall have a 100,000 hour life for long lasting service in the field. Being LED technology, the fixture shall have a very low heat generation. The LED indicator light fixture shall be located above the shoreline inlet.
9. SHORE LINE COVER: The shoreline inlet shall be protected with a Yellow weather proof cover.
10. SHORE LINE INLET: The primary 125 Volt shore line inlet, rated at 30 Amperes shall be supplied. The plug style shall be a twist-lock style (NEMA L5-30) with a ground. The inlet shall be protected with a weather proof, gray colored cover.

INLET LOCATION: Aft of Left Front compartment.

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11. SHORELINE INDICATOR LIGHT: There shall be a green indicator light to power to the shoreline system within the ambulance body. The light shall be an LED 130v light fixture that is shock and vibration proof. The light fixture shall have a 100,000 hour life for long lasting service in the field. Being LED technology, the fixture shall have a very low heat generation. The LED indicator light fixture shall be located above the shoreline inlet.

12. INTERIOR 125 Volt Alternating Current (AC) OUTLETS:

125 VAC OUTLETS: The following outlets shall be UL listed, 125 Volt, Hospital grade, Straight blade NEMA 5-15R outlets. Each outlet shall be installed in a UL listed, recessed, galvanized steel back box with a minimum of one and three quarter inch of box depth. The outlet cover shall be stainless steel. The outlet and Back Box must be grounded and protected by a G.F.I. (Ground Fault Interrupted) Breaker. Additionally each outlet body must illuminate when power is applied to the outlet. Each Outlet shall be clearly labeled with a permanent RED colored decal defining the outlet voltage.

13. 125 VAC OUTLET No. 1:

OUTLET LOCATION: This 125 Volt outlet shall be located in the patient cabin's, main "Action Area", on the back wall.

OUTLET ORIENTATION: The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

14. 125 VAC OUTLET No. 2:

OUTLET LOCATION: This 125 Volt outlet shall be located inside of the right front A.L.S. Cabinet. The outlet shall be mounted on the back wall of the cabinet (related to inside access) in the upper right corner. The location of the outlet shall be defined on the proposal drawings.

OUTLET ORIENTATION: The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

15. 125 VAC OUTLET No. 3:

OUTLET LOCATION: This 125 Volt outlet shall be located in the on the interior curb side, within the main wall panel and just above the top of the squad bench. The location of the outlet shall be defined on the proposal drawings.

OUTLET ORIENTATION: The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

16. 125 VAC OUTLET No. 4:

OUTLET LOCATION: This 125 Volt outlet shall be located in the on the interior curb side, within the main wall panel and just above the top of the squad bench. The location of the outlet shall be defined on the proposal drawings.

OUTLET ORIENTATION: The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

17. 125 VAC OUTLET No. 5:

**OUTLET LOCATION:** This 125 Volt outlet shall be located in the face of the main wall cabinet on the street side of the patient cabin. The location of the outlet shall be defined on the proposal drawings.

**OUTLET ORIENTATION:** The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

18. INTERIOR 12 Volt Direct Current (DC) OUTLETS:

**12 VOLT OUTLET No 1:** This outlet shall be a, 12 volt, direct current, 20 Ampere, automotive "cigar" lighter size commercial outlet. This outlet shall be located and wired as specified below. The outlet shall be separately protected and shall be electrically isolated from other electrical functions on the vehicle. This outlet shall be wired per current Federal specification KKK-A-1822.

**OUTLET LOCATION:** This 12 Volt outlet shall be located in the patient cabin's main "Action Area", on the back wall.

**OUTLET ORIENTATION:** The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

**POWER SOURCE:** The input for the outlet shall be wired to the output of the battery switch.

19. 12 VOLT OUTLET No 2: This outlet shall be wired the same as outlet #1.

**OUTLET LOCATION:** This 12 Volt outlet shall be located in the patient cabin's main "Action Area", on the back wall.

**OUTLET ORIENTATION:** The outlet shall be oriented vertically in the location defined above. The U-shaped ground connector socket shall be at the TOP of the outlet.

**POWER SOURCE:** The input for the outlet shall be wired exactly like outlet Number One.

20. 12 VOLT OUTLET: This outlet shall be a, 12 volt, direct current, 20 Ampere, automotive "cigar" lighter size commercial outlet. This outlet shall be located and wired as specified below. The outlet shall be separately protected and shall be electrically isolated from other electrical functions on the vehicle. This outlet shall be wired per federal specification KKK-A-1822D 3.7.7.3.

**POWER SOURCE:** The input for the outlet shall be wired to the output of the battery switch.

**OUTLET LOCATION:** This 12 Volt outlet shall be located inside of the right front A.L.S. Cabinet. The outlet shall be mounted on the back wall of the cabinet (related to inside access) in the upper right corner. The location of the outlet shall be defined on the proposal drawings.

21. ELECTRONIC SIREN: This apparatus shall be supplied with an electronic siren amplifier that has been developed utilizing solid state components and is designed around silicon power transistors and an output transformer. The siren shall have two amplifiers in one amplifier box and an output for each amplifier. Each output shall operate one 100 watt RMS speaker and have its' own fuse. With each output fused, one output may remain functional even though the other output has ruptured its fuse.

**Exhibit A**

A micro controller shall be used to create siren tones which then directly drive each amplifier. Using a micro controller, the siren tones are highly accurate. With two separate outputs, two different, simultaneous siren tones may be output. The siren shall have an input voltage tolerance ranging from 11.0 to 18.0 volts without damage to the amplifiers.

The siren shall be controlled with a seven position rotary type function switch to select output tones or operating modes. The operating modes available shall be Phaser, Yelp, Wail, Hands Free, Manual, Alert, and Radio Repeat. In addition, with the "Magnum Switch", other siren tones may be created in the "Magnum Mode" of this siren amplifier.

- a. Phaser (PHSR) mode - shall be an ultra-fast warble tone used for maximum attention in highly congested areas.
- b. Yelp mode - shall be a rapid warble tone used in light to moderately congested areas.
- c. Wail mode - A normal rise and fall tone used on highways and areas with low traffic or consistent traffic flow.
- d. Hands Free (HF) mode - Also known as the horn Cycler, allows the user to cycle through Wail, Yelp, Phaser and manually by depressing the horn ring. This function shall be wired to the horn ring through the auxiliary input terminal on the siren.
- e. Manual - A silent mode that allows push-button Manual (MAN), push button Horn, and public address operation. The siren output winds down when the manual push-button switch is released.
- f. Alert mode - A silent mode that allows push-button Manual (MAN), push-button Horn and the public address operation. The siren output terminates immediately when the Manual push-button switch is released.
- g. Radio - Also known as radio repeat, this function amplifies a radio speaker input for rebroadcast outside the vehicle through speaker No 2. PA shall be available in this mode, but no siren tones.

A hand held microphone shall be provided for public address. The microphone shall be hardwired directly into the face of the control head. A Microphone surface mounted "Clip" shall be provided to the user loose. The public address microphone shall override all siren modes. A volume control for the public address mode shall be supplied and located on the siren control head. The power switch shall be controlled by a toggle switch. A manual override control button shall be provided for control of the output tone when the rotary switch is set in the "Manual" mode, "Air Horn" mode or "Yelp" mode. This switch is dependent upon the rotary switch setting.

The siren/Amplifier shall be designed with protection features. High voltage detection shall disable output to protect both the siren amplifiers as well as the speaker drivers. The siren shall provide inherent protection against damage from shorting or open output leads. Protection shall also extend against damage related to polarity of input power.

A Star Warning Systems Model SS-741-MG will comply with this specification.

22. SIREN SPEAKERS: Cast Products model No SAD4315 and SAP4315 siren speakers shall be supplied and installed in the front bumper. Each speaker shall have a 100 watt driver and shall emit through holes in the front OEM bumper. The horn shall feature a bumper contour matched bezel that provides a mounting rim large enough for four countersink fastener holes. The ambulance manufacture shall use four (4) stainless steel, #2 Phillips oval head 1/4-20 x 2" machine screws with stainless steel nylon type locking nuts, stainless steel split lock washer and flat washers to fasten each speaker to the bumper. The speaker manufacture shall provide exact placement and a cutout template. The rim of the speaker shall fit tightly around the entire perimeter of the speaker housing rim. The siren and speakers shall meet or exceed all performance criteria set forth in Federal specification KKK-A-1822D 3.14.6.
23. CUT-OUT TREATMENT: The cutout edges and bolt holes shall be treated with a corrosion inhibitor compound prior to final installation of the speakers.
24. SIREN OR HORN SELECTOR SWITCH: The OEM horn ring shall control the OEM electric horn and the siren's manual momentary input controls. A switch shall connect the horn ring to either the OEM horn or to the siren. The switch shall be located in the cab console's switch panel. The switch legend that clearly defines the switch function shall be engraved in the switch panel. The legend shall be illuminated when the head light switch is on.
25. AIR HORN SYSTEM: The apparatus shall be supplied with an authoritative sounding air horn system that is loud enough to overwhelm almost every usual audible distraction. The air horns shall, when enabled, emit a loud (138 decibel) signal with tremendous power for the duration of the users' depression of the Activation switch. The system shall contain two horns of UNEQUAL length to cover a wider frequency range.
26. AIR HORN ACTIVATION: The air horns shall be activated through a twelve volt solenoid valve. The solenoid valve shall feature an orifice size large enough to allow 20 CFM of air volume to pass through at fifty pounds per square inch of pressure. The solenoid valve shall be activated by a momentary foot switch. The solenoid valve shall automatically shut off when the foot switch is released. The foot switch shall be enabled as follows:
27. AIR HORN SUPPLY TANK: There shall be an air horn supply tank to store the air that is generated by the compressor to supply the specified horns. This tank shall be determined by engineering and the air horn manufacturer shall be secured to the chassis frame rails.
28. AIR HORN ACTIVATION REQUIREMENTS: The Emergency Master switch shall be activated for the air horns to be active.
29. AIR HORN ENABLE: The aforementioned air horn switch shall not activate the air horns, unless both cab doors are closed. This is designed to prevent accidental discharge of the air horns by someone getting in and out of the passenger or driver's seat.
30. LEFT AIR HORN: The left air horn shall be a Buell-Strombos model No 1061. The horn shall feature all brass construction, hand spun brass bell, a stainless steel diaphragm and heavily chrome plated exterior finish. The horn shall emit 140 decibels at one meter with a frequency of four hundred ninety three (493) Hertz.
31. RIGHT AIR HORN: The right air horn shall be a Buell-Strombos model No 1062. The horn shall feature all brass construction, hand spun brass bell, a stainless steel diaphragm and heavily

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chrome plated exterior finish. The horn shall emit 140 decibels at one meter with a frequency of three hundred ninety six (396) Hertz.

32. COMPRESSOR FOR AIR HORNS: A Buell Model No 6540 maintenance free, Oil-less Air compressor shall be supplied and installed. This intermittent duty (6 minutes ON, 25 minutes OFF) compressor shall be dedicated for the air horn use only.

The compressor shall generate 1.15 cubic feet per minute (CFM) of air volume at zero pounds per square inch and shall have a compression capacity of at least 125 pounds per square inch. The compressor shall run and stop automatically with a pressure switch that is set to come on at ninety-five (95) pounds per square inch and SHUT OFF at One hundred twenty-five (125) pounds per square inch. The compressor inlet port shall be filtered.

The compressor shall supply compressed air to a pressure vessel listed below. The pressure vessel shall not exceed 3.0 gallons (693 cubic inches) of volume. Amperage draw shall never exceed 18 amperes at 12.0 volts, even at start up.

33. AIR HORN LOCATION: One horn shall be located on each side of the cab hood just above the fenders and forward of the air intake vent on the driver's side. The right horn position shall mirror image the left horn position.

**T. GENERAL CABINET CONSTRUCTION**

1. SUBSTRATES: The interior cabinets and components shall be constructed of Formaldehyde free, exterior grade, A-A plywood. The glue line between the layers shall be phenolic based. The glue shall be of similar chemical make up to the phenolic glue used in Marine grade plywood, as designated by the A.P.A. (American Plywood Association). The exposed layers shall be hard wood on both sides of the sheet. The layers shall be 99% void free. Cabinet cases shall be made from at least (1/2) thick, 5-ply plywood. Bench lids and doors shall be made from at least (3/4) thick, 7-ply plywood.
2. CABINET INTERIOR FINISH: Cabinet interior shall be laminated with white colored, high impact, abrasion resistant laminate. The contact adhesive shall be a high bond contact adhesive, specifically designed to bond plywood to laminate. The laminate shall be at least 28 mills thick.
3. LAMINATE: A high impact, phenolic backed, high impact, and abrasion resistant laminate shall be used. The laminate shall be at least 45 mills thick. This material as well as all interior components shall meet or exceed F.M.V.S.S. #302 (Burn rate of interior components). Color selection shall be specified at the pre-build conference. Laminate Color shall be gloss white.
4. CABINET ASSEMBLY: To maximize fastener bite, cabinet substrate parts shall be stapled with pneumatic fired equipment. The length of the fastener shall be at least 2.25 times the thickness of the material being pierced through. In addition to staples, the entire cabinet assembly must be screwed together with a minimum #8 screw size and a length not less than 2.25 times the thickness of the pierced substrate. Screw heads shall be countersink type and driven flush.

Reinforcement cleats shall be bonded to the inside corners where the backside of the face of the cabinet meets the case of the cabinet. The glue used shall be yellow colored water proof resin type.

5. **CABINET TRIM:** All trim throughout the interior conversion shall be anodized aluminum or formed stainless steel. All exposed corners within the patient compartment shall have padded or rounded corners. Rounded corners shall be at least .250 inch radius. Additionally rounded corners shall not compromise maximum cabinet assembly strength. The trim shall be bonded with a high strength adhesive.
6. **FIT AND FINISH:** Mitered joints throughout the interior conversion shall have a gapless, hairline fit. Sliding polycarbonate door assemblies shall be scratch free and all edges shall be smooth and free of saw marks and sharp edges. Cabinet to cabinet joints shall not require more than 7/32 diameter welting to create a finished/well-fit look. Cabinets shall fit tightly against the ceiling as well.
7. **FUNCTION:** Doors and drawers shall fit the opening. When specified, flush fitting doors shall have even door to opening gaps. All doors shall open and close bind free. Drawers shall slide in and out freely, without drag. All drawers shall be mounted on side mounted, full extension drawer slides, rated no less than 75 pounds per pair. All hinged wood core doors shall have positive latches. Additionally, high traffic, high cycle doors shall have adjustable tension, brass bodied catches. All hinged polycarbonate doors shall have adjustable tension, brass bodied catches.

#### **U. CABINET DOORS**

1. **SLIDING POLYCARBONATE DOORS:** Polycarbonate shall hereinafter be identified as Lexan. Unless specified otherwise, all cabinets along the street and curb side of the vehicle shall have a mitered framed, sliding transparent Lexan door assembly. The polycarbonate shall be at least 3/16 inch thick. Each door shall be fitted with a full length, extruded aluminum door handle. The door pull extrusion shall also add bend resistance to the door. The door track/Frame extrusion shall incorporate a flocked natural rubber track insert to prevent the doors from sliding free during transit. Additionally the corners of the assembly shall have drive-in corner splines. Each spline shall be riveted into place. All extrusions shall be anodized.
2. **HINGED POLYCARBONATE DOORS:** Polycarbonate shall hereinafter be identified as Lexan. The polycarbonate shall be at least 3/16 inch thick. The desired thickness shall be noted within this specification at each door location. The door orientation, hinge style and latch shall also be noted at each door location as well. The door edges shall be rounded and smooth since it will be the finished edge that will be visible.
3. **SOLID HINGED DOOR:** When a solid door is specified, a 3/4" (19mm) thick door shall be supplied on the cabinet. The substrate shall be 7-ply, A-A (Cabinet grade), hardwood plywood. The door shall be flush fitted to the opening and have uniform gap spacing around the perimeter of the door. The door shall be hung on a continuous, stainless steel piano hinge with mounting screws, spaced every two inches along the full length of the pre-punched hinge. The door shall be finished on both sides with white cabinet liner laminate on the inside and the same colored mica as the cabinet facia on the outside.
4. **MICA COLORS:** The mica color selection shall be two-tone. The upper two thirds of the cabinetry shall be Light Gray with a Glossy finish. The lower third of the cabinetry shall be genuine stainless steel with a brushed finish. The parting line between colors shall be straight, tight and clean. Mica edge shall be routed clean, back filed and dry fitted prior to final lamination to the cabinet facia. Seam quality showing evidence of using the "Factory Edge" shall

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be rejected. A sample of the subject mica color and stainless steel finish shall be supplied at the post award conference.

5. **STAINLESS STEEL APPLICATION:** The lower section of the squad bench facia under the lid shall be applied with the stainless steel laminate as well as the same height on the rear filler panel between the squad bench and the rear doors.
6. **STAINLESS STEEL APPLICATION:** The lower section of the wall cabinet facia at approximately the same height as the attendant seat cushion.
7. **POLYCARBONATE COLOR:** The polycarbonate throughout the vehicle shall be transparent with a gray medium tint. All doors shall be at least three sixteenths of one inch thick (3/16"), shatter proof and scratch resistant. The edges of the door shall be worked and burned smooth. The material shall be flexible enough to be cold formed (Bent) at ninety degrees, without fracturing the material.
8. **HANDLES, POLYCARBONATE DOORS:** Full height, anodized aluminum, extruded drive on handles shall be supplied on each 3/16" door. The handle shall wrap around the leading edge of each door and mount with one way angular, blind mounting teeth designed to be driven on.
9. **ATTENDANT SEAT:** There shall be a high back captain's seat mounted in the patient area. The seat shall have an integrated child safety seat with a pull down backrest and concealed 4-point child restraint. The seat shall be mounted per the requirements in the latest revision of KKK-A-1822.  
  
The seatbelt on the main part of the seat shall be an integrated, 5-point yellow Shroth-brand that is supplied and tested by the seat manufacturer as a complete package.
10. **SEAT BASE:** There shall be a powder coated metal seat that is tested to be utilized with the Emergency Vehicle Seating Child integrated Child Safety 4-point harness that is hidden behind the removable back pad. The metal base shall be mounted to the ambulance floor and secured to modular body sub-structure according to the manufacturer's guidelines.
11. **AIR CONDITIONING EVAPORATOR CABINET:** The patient cabin shall be equipped with a rear air conditioning and heat unit. AC Unit to be located on the floor behind the Attendant seat. The design shall provide adequate air return to meet or exceed the current revision of the Federal specification KKK-A-1822.
12. **LEFT FRONT CABINET, CABINET "H":** Cabinet "H" is the electrical cabinet behind the attendant seat on top of the AC Unit. This cabinet will house the modular electrical components to include two air vents in the door.
13. **PLASTIC VENT:** A fifteen square inch free air flow ventilation hole be cut into the above door. The edges of the cut out shall be banded. The hole shall be covered with an aesthetically appealing, molded plastic louver cover. The louver cover shall be black in color and secured with at least one No. 8 screw in each corner.
14. **SOLID HINGED DOOR:** A 3/4" (19mm) thick door shall be supplied on the aforementioned cabinet. The substrate shall be 7-ply, A-A (Cabinet grade), hardwood plywood. The door shall be flush fitted to the opening and have uniform gap spacing around the perimeter of the door. The door shall be hung on a continuous, stainless steel piano hinge with mounting screws, spaced

every two inches along the full length of the pre-punched hinge. The door shall be finished on both sides with white cabinet liner laminate on the inside and the same colored mica as the cabinet facia on the outside.

15. **DOOR EDGE FINISH:** The edges of the aforementioned door(s) shall be covered with anodized aluminum, U-shaped trim. The trim shall be miter cut and wrapped around the perimeter of the door (On ALL four sides), including the hinged side. The trim shall be bonded to the door edge and clamped. No screws or other mechanical fastener shall be used to fasten the trim work to the door(s). The corners of the doors shall be broken (rounded) after application. Vinyl "Iron on" or mica edge banding is not acceptable.
16. **HINGE ORIENTATION:** The aforementioned door shall be hinged along the right edge of the door.
17. **NON-LOCKING LATCH:** A black positive latch shall be supplied and installed on the cabinet door. A small "preload" on the latch shall be imposed to prevent the door from rattling.

## **V. RIGHT FRONT CABINET**

1. **RIGHT FRONT CABINET:** The right-front cabinet is hereinafter known as ALS cabinet.  
  
All fixed and adjustable shelf surfaces shall be covered in Easy Grip material. All cabinet interior walls and ceiling shall be finished in white laminate. All fixed and adjustable shelf lips shall be covered with anodized aluminum trim. All shelves shall have a ¼ lip.
2. **CABINET I-1:** This cabinet is located on the top section of the right front patient area.
3. **CABINET I-2:** The middle section shall be approximately 72% of the overall cabinet height. Must meet current Federal specification KKK-A-1822.
4. **ROLL UP DOOR:** There shall be a Robinson Shutter Style roll up door installed on the inside of the patient cabin to cover the Right Front ALS cabinet. It shall be the counterbalance style door with side tracks. The door shall form a coil at the top of the door opening which shall be hidden by the extended door header. This counterbalance style door is the only type of door that shall be acceptable so it leaves the back wall of the compartment unobstructed when the door is opened.
5. **PLASTIC VENT:** A fifteen square inch free air flow ventilation hole shall be cut into the above door. The edges of the cut out shall be banded. The hole shall be covered with an aesthetically appealing, molded plastic louver cover. The louver cover shall be black in color and secured with at least one No. 8 screw in each corner.
6. **OUTSIDE ACCESS:** This cabinet shall have outside access through the right front compartment door.
7. **INTERIOR COLOR:** The above cabinet interior surfaces shall be laminated with high impact, 28 mil, white colored laminate.
8. **SHELF STANDARDS:** The aforementioned cabinet shall be equipped with nonincremental, aluminum, C-shaped shelf standards.

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9. **ADJUSTABLE SHELF:** A shelf shall be supplied in the cabinet. The shelf shall be made of 1/2" thick, 5-ply plywood and finished in 28 mil white colored laminate. Both sides of the shelf shall be laminated. The shelf shall be secured to four shelf clips with Phillips head wood screws, from the bottom of the shelf. An anodized aluminum angle shall be securely fastened to the front edge of the shelf. The vertical leg of the angle shall provide a lip along the front edge.

**W. RIGHT REAR COMPARTMENT COVER**

1. **RIGHT REAR COMPARTMENT COVER:** All exposed surfaces of this patient area side of the M5 compartment shall be fully laminated with color keyed laminate. The vertical outer corner shall feature a radius anodized aluminum trim. The trim shall originate from the top of the mated squad bench and terminate into the ceiling.
2. **UPHOLSTERY PAD:** An upholstered pad covering the entire forward facing wall, over the squad bench shall be provided to protect occupants sitting on the squad bench. The pad shall include at least 1/2" thick foam padding covered in the same heavy duty vinyl covering specified for the squad bench cushions and the remaining upholstery package.

**X. SQUAD BENCH**

3. **SQUAD BENCH:** A three seat squad bench shall be installed. Three sets of two point seat belts shall be supplied. The belts shall restrain three seated occupants or one secondary patient, on a back board. All seat belts and anchorage shall comply with F.M.V.S.S. 209 and 210. The squad Bench shall comply with current KKK-A-1822. A back and head rest shall be supplied for all seated personnel along the squad bench.
4. **BIO-WASTE RECEPTACLE:** A biological waste receptacle shall be supplied and installed in the squad bench. The receptacle shall accommodate a sharps container and a solid waste container per the following paragraphs. Both the sharps and the solid waste containers shall be enclosed and secured in a molded enclosure, free of crevices. The molded enclosure shall be covered with a red Lexan hinged door, inset a molded in perimeter rim. The door pull shall be full length. A white colored "Bio-waste" symbol and legend shall be applied to the door.
5. **LOCATION:** At head of Squad Bench on wall
6. **SHARPS CONTAINER:** A puncture proof, disposable sharps container located at the head of the squad bench with a 2 gallon capacity shall be supplied for safe disposal of used/contaminated syringes.
7. **SQUAD BENCH LIDS:** Two (Split) squad bench lids shall be supplied over the squad bench storage area.
8. **RETAINER STRAP:** One two inch wide webbed restraint strap shall be supplied in the compartment. The strap shall employ a buckle with a push button release. The strap is to be fastened to the compartment walls with a two inch footman's loop. The fastener is not to be fastened through the webbing material.
9. **2" FOOTMAN LOOP:** There shall be a 2" footman loops located back from the jamb opening on the compartment

10. SQUAD BENCH SEATING: The seating on the squad bench surface shall consist of an EVS approved seat with a 36" side to side sliding track system. The slide track mechanism shall be attached to the ambulance body structure and therefore shall not allow for storage space under the seating area due to required support structure.
11. SQUAD BENCH SEATING: EVS 1790 with 5-point YELLOW Belt
12. SEATING: The seating on the squad bench surface shall consist of a 5-point yellow belt as part of a 1790 Safe Line. The seat shall be vacuum formed for anti-bacterial safety.
13. RESTRAINT NET: A detachable net shall be installed at the head of the squad bench. In the event of sudden stop or frontal accident, the design intent of the net is to minimize injuries to unbelted personnel seated on the squad bench. The net is a safety barrier between the occupant/personnel and the bulkhead cabinetry. The net shall be a grid of 2 wide safety web, spaced on maximum centers of 8 inches.
14. The net shall be secured at six points. All points must be secured to 0.250 inch thick Aluminum tapping plates; or body structure with wall thicknesses of 0.250 inch; or through bolted to cabinet interface reinforcement brackets that are bolted to 0.250 thick welded body structure. The net shall be tightly stretched and attached to the following surfaces:
  - a. One point on the ambulance floor on the aisle side of the squad bench.
  - b. One point at the top of the squad bench near the curb side wall.
  - c. Two points at the curb side wall, near the side entry door.
  - d. Three points in the ceiling.
15. All Restraint Net attachment devices shall be aviation quality and pull strength tested. Tested to 2,000 pound force applied in shear (Horizontally). Detachment of the net shall be done without the need for a removal or installation tool(s). Each device shall feature a cadmium plated steel attachment ring that is forged in one continuous ring, without a split or seam. Each device shall be sewn onto the net webbing with a 1 3/4 inch square shaped thread path and diagonal X-shaped thread path to assure web to ring security.

#### **Y. TOP (UPPER) CABINETS - STREET SIDE**

1. CABINET "A": An upper, interior cabinet shall be provided directly over the rearward section of the Base wall cabinet. This cabinet shall accommodate a power air exhaust blower with a removable service panel. This multipurpose cabinet interior shall be finished in high impact, white colored laminate. Must meet current Federal specification KKK-A-1822.
2. SHELF STANDARDS: The aforementioned cabinet shall be equipped with nonincremental, aluminum, C-shaped shelf standards.
3. ADJUSTABLE SHELF: A shelf shall be supplied in the cabinet. The shelf shall be made of 1/2" thick, 5-ply plywood and finished in 28 mil white colored laminate. Both sides of the shelf shall be laminated. The shelf shall be secured to four shelf clips with Phillips head wood screws, from the bottom of the shelf. An anodized aluminum angle shall be securely fastened to the front edge of the shelf. The vertical leg of the angle shall provide a lip along the front edge.
4. RESTOCKING FEATURE: The uppermost cabinets shall have sliding polycarbonate doors. Additionally the entire framed assembly shall hinge upward 90 degrees to provide 100% access

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for the purpose of restocking the cabinet. The assembly shall be supported by a gas piston spring on each side and latched with two positive, slam action latches that are blind mounted behind each end of the window frame. The use of plywood in this assembly is not acceptable, due to lost access area.

5. **CABINET "B"**: An upper, interior cabinet shall be provided directly over the "Action Area". This cabinet will be ergonomically angled towards the CPR seat. This multipurpose cabinet interior shall be finished in high impact, white colored laminate. Must meet current Federal specification KKK-A-1822.
6. **SOLID HINGED DOOR**: A 3/4" (19mm) thick door shall be supplied on the aforementioned cabinet. The substrate shall be 7-ply, A-A (Cabinet grade), hardwood plywood. The door shall be flush fitted to the opening and have uniform gap spacing around the perimeter of the door. The door shall be hung on a continuous, stainless steel piano hinge with mounting screws, spaced every two inches along the full length of the pre-punched hinge. The door shall be finished on both sides with white cabinet liner laminate on the inside and the same colored mica as the cabinet facia on the outside.
7. **DOOR EDGE FINISH**: The edges of the aforementioned door(s) shall be covered with anodized aluminum, U-shaped trim. The trim shall be miter cut and wrapped around the perimeter of the door (On ALL four sides), including the hinged side. The trim shall be bonded to the door edge and clamped. No screws or other mechanical fastener shall be used to fasten the trim work to the door(s). The corners of the doors shall be broken (rounded) after application. Vinyl "Iron on" or mica edge banding is not acceptable.
8. **HINGE ORIENTATION**: The aforementioned door shall be hinged along the right edge of the door.
9. **LOCKING LATCH**: A positive latch shall be supplied and installed on the aforementioned cabinet door. The latch shall be powder coated Black and be near flush when in the "Closed" position. The latch shall be fitted with a cylinder type lock that prevents door latch activation, when locked. Door latch activation shall be triggered by depressing a flush fitted release button that unlatches a lever. The spring loaded lever shall rotate about an axis near the surface of the door panel and extended a rotating pawl behind the latch side door frame. The depth of the pawl shall be adjustable to the latch side door frame. A small "preload" on the latch shall be imposed to prevent the door from rattling.

**Z. BASE WALL CABINET**

1. **BASE WALL CABINET**: The base wall cabinet is located on the Street side (Left side) of the patient cabin. The overall height of the Base Wall Cabinet shall be approximately 75% of the overall head room. This cabinet shall be built in ONE piece. The laminate along the facia shall be ONE piece on single color laminate selections.

A CPR Side Seat shall be provided on the street side aligned with the primary patient abdomen.

2. **ACTION AREA**: The action area is a work surface located on the forward end of the Base Wall Cabinet and adjacent to the attendant seat. The work surface shall be at least 5.5 square feet. The work area height shall be 24 inches to 29 inches. The work surface shall have a three quarter inch (3/4") high lip.

3. ACTION AREA TRAY: The entire action area work surface shall be covered with a 16 gauge, polished, 304 stainless steel tray. All four edges of the tray shall feature up turned lips measuring 3/4 inch high. The tray shall be applied to the action area substrate with adhesive. The edges of the stainless steel shall be protected with automotive edge trim.

Trash Door under Action Area

Action Area Board: See Station No. 6 for content

4. CABINET "C": An interior cabinet shall be provided at the rear end of the base cabinet on the street side. This cabinet interior shall be finished in high impact, white colored laminate. Must meet current Federal specification KKK-A-1822.
5. RESTOCKING FEATURE: The uppermost cabinets shall have sliding polycarbonate doors. Additionally the entire framed assembly shall hinge upward 90 degrees to provide 100% access for the purpose of restocking the cabinet. The assembly shall be supported by a gas piston spring on each side and latched with two positive, slam action latches that are blind mounted behind each end of the window frame. The use of plywood in this assembly is not acceptable, due to lost access area.
6. CABINET ACCESS: The above cabinet shall not be accessible through the outside of the module.
7. SHELF STANDARDS: The aforementioned cabinet shall be equipped with nonincremental, aluminum, C-shaped shelf standards.
8. ADJUSTABLE SHELF: A shelf shall be supplied in the cabinet. The shelf shall be made of 1/2" thick, 5-ply plywood and finished in 28 mil white colored laminate. Both sides of the shelf shall be laminated. The shelf shall be secured to four shelf clips with Phillips head wood screws, from the bottom of the shelf. An anodized aluminum angle shall be securely fastened to the front edge of the shelf. The vertical leg of the angle shall provide a lip along the front edge.
9. CABINET "D": An interior cabinet shall be provided directly over the rearward "Telemetry Area just aft of the CPR side seat within the base cabinet on the street side. This cabinet will be ergonomically angled towards the CPR seat. This multipurpose cabinet interior shall be finished in high impact, white colored laminate. The cabinet shall be ergonomically angled toward the CPR seat. Must meet current Federal specification KKK-A-1822.
10. SHELF STANDARDS: The aforementioned cabinet shall be equipped with nonincremental, aluminum, C-shaped shelf standards.
11. ADJUSTABLE SHELF: A shelf shall be supplied in the cabinet. The shelf shall be made of 1/2" thick, 5-ply plywood and finished in 28 mil white colored laminate. Both sides of the shelf shall be laminated. The shelf shall be secured to four shelf clips with Phillips head wood screws, from the bottom of the shelf. An anodized aluminum angle shall be securely fastened to the front edge of the shelf. The vertical leg of the angle shall provide a lip along the front edge.
12. RESTOCKING FEATURE: The uppermost cabinets shall have sliding polycarbonate doors. Additionally the entire framed assembly shall hinge upward 90 degrees to provide 100% access for the purpose of restocking the cabinet. The assembly shall be supported by a gas piston spring on each side and latched with two positive, slam action latches that are blind mounted behind

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each end of the window frame. The use of plywood in this assembly is not acceptable, due to lost access area.

13. **RESTRAINT SYSTEM(S):** The Seat Belt System(s) shall be in the following locations:  
There are to be two 2-point restraints on the Squad Bench.
14. **SECONDARY PATIENT RESTRAINT SYSTEM:** There shall be a location for a secondary patient on top of the squad bench located on the curbside interior of the patient area of the ambulance. To secure the patient there shall be three inertia style retractable straps that match up to three 9" sleeved buckles on the face of the squad bench and sleeved retractors by the squad bench lid hinge. The straps and buckles shall be mounted to comply with the pull test requirements in the present revision of KKK-A-1822.
15. **FLOOR AND SUBSTRATE:** The floor of the module shall be (3/4) thick 7-Ply, Formaldehyde free, exterior grade, A-C plywood. The glue line between the layers shall be phenolic based. The glue shall be of similar chemical make up to the phenolic glue used in Marine grade plywood, as designated by the A.P.A. (American Plywood Association).
16. **FLOOR COVERING:** The floor substrate shall be free of dents, voids and moisture prior to application of the floor covering. The plywood substrate shall be 3/4" (19mm) 7-ply exterior grade plywood. The substrate sheet shall be cut from a 60 inch wide by 144 inch long oversized sheet. No substrate seams are allowed in high foot traffic areas. This means NO SEAMS are permitted within 132" of the rear access doors or near the side access door.  
  
On longer bodies, the only ONE seam is permitted as long as the full length of the seam is located directly over the center of a 0.250 x 2 x 3 box tube floor member AND the seam does not fall in the aforementioned "High Traffic" areas.  
  
The floor covering shall be one piece throughout the patient cabin regardless of the body length. The flooring material shall be commercial grade sheet vinyl floor with diamond plate like impression on the surface. The floor covering shall be Lonseal Lonplate II No 421 "Mica" (Light Gray).
17. **FLOORING MAIN EDGE:** The one-piece patient cabin floor covering material shall run the full width of the aisle space plus roll up (3") three inches along the Base wall cabinet, squad bench and the right rear cabinet (when applicable). Both roll-up areas shall be recessed approximately 1/2" into the face of the cabinets.
18. **REAR THRESHOLD:** The rear threshold shall be made of 16-gauge brushed stainless steel sheet. The threshold shall conceal the end of the vapor sheet, sub floor, and flooring. The threshold shall mate to the top of the rear access door jamb and cover at least six inches of flooring. Installed over the stainless steel threshold shall be two 2.5" wide "nonskid" tape, strips applied. The color of the tape shall be safety yellow with black diagonal stripes.
19. **C/S THRESHOLD:** The C/S threshold shall be made of .100 polished aluminum diamond plate.

**AA. COT MOUNT HARDWARE**

1. **PRIMARY COT MOUNT:** The main cot mount shall be a dual position, Stryker model No 6377. The mounts shall be set in the center of aisle and seven inches (7") left of center position.

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2. **COT FASTENER MOUNTING METHOD:** All mounting bolts shall be 3/8" diameter, socket head cap screws with at least 16 threads per inch. All mounting blocks shall be supplied and manufactured by the cot mount manufacturer. The mounting blocks may protrude above the flooring surface by up to 3/16", as long as all of the edges are chamfered. The cap screws shall not protrude above the upper surface of the mounting block.

All cap screws shall be through bolted through 1/2 (.500) inch thick, 6061-T-6 Aluminum plate structure. All cot plate structure shall be continuously welded to the floor structure members. Bolt tapping is acceptable ONLY over blind areas, where through bolting would require removal of the rear fuel tank AND access has been blocked off by permanent, critical structure or components. Plate tapping shall not be done unless the plate is at least one (1") inch thick. Mounting bolts shall not point toward fuel filler or fuel vent hoses, in accordance with good engineering practices set forth by the Society of Automotive Engineers and Ford's Qualified Vehicle Modifiers' program.

Vendor will meet or exceed mechanical strength described in the minimum fastening method. Material thickness and/or through bolt criteria is mandatory even if the vendor has current certification to A.M.D. Standard 004 utilizing lesser materials.

3. **COT POSITION No 1:** This cot position shall be set up for a primary wheeled cot set centered laterally (side to side) in the aisle. The longitudinal location shall be set 30 inches measured from the backrest of the attendant's seat (set all the way toward the front of the patient cabin) to the head of the primary cot frame, per current KKK-A-1822.
4. **COT LOCATION No 2:** This cot position shall be set up for a primary wheeled cot set approximately eight inches left of center laterally (side to side) in the aisle or as close to the left side wall cabinet as practical. The longitudinal location shall be set 30 inches measured from the backrest of the attendant's seat (set all the way toward the front of the patient cabin) to the head of the primary cot frame, per current Federal KKK-A-1822.
5. **COT HOOK:** A Stryker manufactured ramped hook derived of solid aluminum shall be through bolted to the threshold at the rear access doors. The design intent is to prevent accidental cot roll off during loading and unloading a one man cot. The hook shall snag a tubular drag bar that is built in to the cot frame. The cot hook shall be placed in a position where the under carriage of the cot can be erected and locked into place before release of the drag bar.

**BB. OXYGEN, AIR, AND VACUUM SYSTEMS**

1. **OXYGEN HOSES:** All oxygen system service hoses, fittings and devices shall be made of nonferrous materials. Hoses used to pipe Medical Oxygen shall be electrically non-conductive, 1/4 inside diameter with an abrasion resistant, green colored outer jacket. The hose manufacturer's name, part number, inside dimension and working pressure rating shall be permanently marked along the entire length of the hose. All hoses shall have a working pressure rating of at least 250 pounds per square inch, withstand a system test pressure of 150 PSI/1033 kPa test prescribed in current Federal specification KKK-A-1822. Each ambulance shall be tested.
2. **OXYGEN OUTLETS - GENERAL:** Each outlet shall be comprised of an "Inlet Box" and a "Latch Plate" as defined herein. The "inlet box" shall be a universal inlet service box with a 165 mm type "K" (3/8") OD Copper inlet pipe stub which is silver brazed to a brass, one piece, (1 5/16") inlet body. The "inlet box" shall be designed specifically for positive pressure gas service

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and feature a primary and secondary check valve. Each check valve shall be rated at 1,379 kPa (200psi).

The "Latch Plate" shall insert into the universal "Inlet Box". The "Latch Plate" is comprised of the outer cover plate and latching mechanism that will define the adapter type/Brand that will ultimately connect the patient to the oxygen system. The outlet cover shall be color coded GREEN in addition to having a clear permanent legend that identifies the gas type. Dual gas specific safety pins shall be integrated in the face of the outlet "Latch Plate" for safety.

Outlet adapter types shall be easily changed by simply removing the "Latch plate" specifically designed for brand "A" to brand "B" without any further plumbing changes.

As with all medical gas outlets specified herein, all outlets shall be hydrostatically tested and cleaned for oxygen service. All medical gas outlets specified herein shall be UL (Underwriters Laboratory) listed and CSA approved. All outlets will be subject to a line pressure of 50 P.S.I. And shall be leak tested at 150 P.S.I. Per Federal specification KKK-A-1822. Pressure drop across the outlet shall be less than 2.0 P.S.I. at normal working pressure.

1. OXYGEN OUTLET NO 1: This outlet latch shall be designed to accept (Ohio) style, quarter turn / quick release adapters. This Oxygen outlet shall be provided where specified below.

LOCATION: The Oxygen outlet shall be located in the primary action area switch and outlet console.

2. OXYGEN OUTLET NO 2: This outlet latch shall be designed to accept (Ohio) style, quarter turn/quick release adapters. This Oxygen outlet shall be provided where specified below.

LOCATION: The Oxygen outlet shall be located in the primary action area switch and outlet console.

3. OXYGEN OUTLET NO 3: This outlet latch shall be designed to accept (Ohio) style, quarter turn/quick release adapters. This Oxygen outlet shall be provided where specified below.

LOCATION: The aforementioned Oxygen outlet shall be located in curb side wall, over the squad bench and near the curbside entry door.

4. PORTABLE CYLINDER BRACKET NO 1: A Zico QR-D-2 or an approved, certified equal with the following minimum features and quality level shall be installed in the location specified below. This universal, adjustable portable cylinder rack shall be supplied and installed to accommodate one cylinder. The bottle rack shall accommodate either D-size or Jumbo D-size cylinders made of steel OR aluminum. The entire rack shall be constructed of heavy gauge stainless steel and aluminum alloy. The rack design shall include a stainless steel cylinder neck restraint that does not interfere with oxygen regulator controls. A quick release at the top alleviates the need for a strap to secure the bottle in place. The rack shall be through bolted to reinforced, structural members or brackets that tie in directly to the body of the ambulance.
5. MAIN CYLINDER RESTRAINT NO 1: One user supplied M-size compressed, medical gas cylinder shall be carried and secured, vertically inside the left front exterior compartment. Cylinder rack shall be through bolted to the back wall. A rust free cylinder rack with two (2) heavy duty pull style, web straps with quick spring loaded release shall be type tested to AMD

**Exhibit A**

Test 003 Oxygen Tank Retention system Test. The cylinder valve shall also be visible and accessible from the inside through a clear polycarbonate door.

6. **NECK STRAP:** There shall be an additional webbed strap looped onto the racks upper most securing strap. The strap is to have two loops. The bottom loop will be the section secured to the upper most strap and the upper loop shall be secured onto the neck of the oxygen or medical air bottle to help secure it in place in the case of an upward exertion.
7. **CYLINDER TYPE:** This rack shall be for a **MEDICAL OXYGEN** cylinder. The oxygen system input hose shall be suspended over this rack. This input hose shall feature a nonferrous 9/16-18 RH bottle nut and regulator barb. This connection shall comply with the diameter index safety system (DISS) set forth by the Compressed Gas Association (CGA) for safety.
8. **CYLINDER RACK LOCATION:** The main oxygen cylinder shall be stored in the left front compartment. The cylinder rack shall be through bolted on the back wall, near the right hand wall of the compartment. The cylinder neck shall be visible and accessible through the viewing window.
9. **CYLINDER WRENCH:** There shall be a cast aluminum main oxygen cylinder wrench installed in the compartment with the main oxygen cylinder rack. The wrench shall include a cable lanyard that secures the wrench to the compartment wall allowing enough length of cable to loosen and tighten the regulator fitting on the customer installed main oxygen cylinder. The wrench shall be stored in place with either a hat channel bracket or Velcro to keep it secured while the vehicle is in motion.
10. **FLOW METER:** One flow meter shall be supplied with Ohio style quarter turn to release adapters.
11. **REGULATOR:** A fixed output medical regulator shall be supplied with the apparatus. The output shall be fixed a 50 psi. The regulator shall have a CGA 540 thread for the bottle and a 9/16-18 tpi threaded male connector for the input hose to the system.
12. Vacuum (Suction) System, Rico RS-4X, ILOS (Includes Outlet)
13. Two (2) Vacuum (Suction) Outlets, Amico Ohio Style, One (1) Included with Rico.
14. **VACUUM OUTLET ADAPTER:** An adapter shall be used to connect the vacuum line from the SSCOR 22000 system, when the container is plumbed through a Vacuum outlet. This vacuum outlet shall be designed to accept the Ohio Diamond Vacuum quick disconnect adapter.
15. **SUCTION PUMP:** The suction pump shall be installed in an exterior compartment, adjacent to the action area panel. The exhaust tube shall be routed to the outside of the vehicle. The pump shall be mounted on rubber vibration isolators to minimize any vibration noise emitted into the patient cabin. The pump shall provide a free air flow of at least 20 liters per minute and achieve a minimum of 300mm (11.81 in.) Hg vacuum within four seconds after the suction tube is closed. This 49-state pump shall meet or exceed federal specification KKK-A-1822D.
16. **SUCTION PUMP LOCATION:** The suction pump shall be installed in the left front middle compartment. The pump shall be mounted to the ceiling of this compartment on rubber vibration isolators.

**Exhibit A**

17. **EXTERIOR ENTRY AND COMPARTMENT DOOR HANDLES:** Large chrome plated, die cast paddle handles shall be provided to open all module doors. Blind fasteners shall be used to fasten the handles to the door from the backside. Blind Stabilizer pins shall be incorporated on the backside of the handle for alignment purposes. Every paddle handle shall have an isolation gasket between the paddle body and the door skin. All door skin surfaces shall be painted prior to installation of the handle hardware. All paddles, on single hung and leading double doors shall be locking type and keyed the same. Trailing doors shall; have non-locking paddle handles, mounted on the outside of the door. The Handle shall have a bright chrome like finish mounted into the bright chrome dish. When the door is in the locked position, the handle shall extend when pulled like an automotive handle (free floating) to show the operator that the door is locked and needs to be unlocked to be opened. Systems that utilize a handle that does not free float shall not be accepted as it could bind up the inner hardware and shorten the life of the door operation and timing.
18. **INTERIOR ENTRY AND COMPARTMENT DOOR HANDLES:** The interior handle shall be lever type. A Lock/Unlock lever shall be installed below the inside lever handle and be clearly marked Lock/Unlock. The inner chrome plated handle shall have a black powder coated cast aluminum bezel for strength. There shall be no plastic parts utilized in this installation.
19. **EMERGENCY ACCESS INTERIOR RELEASE:** NONE

**CC. ENTRY DOOR PANELS / WINDOWS / HARDWARE**

1. **INTERIOR GRAB HANDLE COLOR:** The interior grab handles listed below will be powder coated with anti-microbial, gray in color.
2. **CURB SIDE ENTRY DOOR GRAB HANDLE:** The curbside entry door shall be equipped with a two point, 1 1/4 diameter, stainless steel, handicap style grab handle to aid in door closure and entry assistance. The handle shall measure at least eighteen inches long.

The handle shall run horizontally, directly above the inside door latch. The door handles shall be fastened directly to the horizontal door structure that is welded to the door assembly.

3. **REAR ACCESS DOOR GRAB HANDLES:** Each rear access door shall be equipped with a two point, 1 1/4 diameter, stainless steel, handicap style grab handle to aid in door closure and entry assistance. The handle shall measure at least ten inches long.

The handle shall run horizontally, directly above the inside door latch. The door handles shall be fastened directly to the horizontal door structure that is welded to the door assembly.

4. **ADDITIONAL ASSIST RAIL:** This rail shall be naturally accessible to assist working attendants in maintaining their balance. The rail shall be 1 1/4 diameter, 100% stainless steel and 18" long. All rail fittings shall be T.I.G. welded to the main rail. The rail shall be located prior to order confirmation. Grab rails that utilize separate, setscrew rail fittings are not reliable and not acceptable.
5. **C/S ENTRY HANDLE:** There is to be a curved stainless steel grab rail located at the head end of the squad bench wall. It shall be mounted to a tapping plate in the modular body to give it the required strength. The grab handle shall have a curve to allow the grab part to impede in to the curbside door opening to allow easy access. The grab rail shall be at least 12 inches in length. The handle shall have antimicrobial coating and be silver in color.

6. ENTRY DOOR PANELS: All UPPER entry door panels shall be color matches Mica over a smooth aluminum substrate. The center panel shall be upholstery over a smooth aluminum substrate and the LOWER panels shall be 16 gauge brushed stainless steel.
7. CURBSIDE LOWER DOOR PANEL: The inside door panels shall be made of 16 gauge brushed stainless steel. The edges of the stainless plate shall be recessed into the door frame extrusion. The panels shall be fastened to the door frame with stainless steel, #10-32 UNF machine screws threaded into aircraft quality blind fasteners. Each screw shall have a neoprene lock washer.
8. REAR ENTRY DOOR WINDOWS: Will have an automotive style window. The window will be recessed in a factory stamped opening. The windows will be near flush. They will be in a fixed position. Each window will have a nominal area of 320 square inches.
9. SIDE ENTRY DOOR WINDOW: The curb side (Right) entry door shall be equipped with an automotive style window. The window will be recessed in a factory stamped opening. The window will be near flush. Window will be fixed position. All glass shall be tinted safety glass.
10. WALK THROUGH DOOR: The walk through door specified herein shall comply with federal specification KKK-A-1822D. The door shall be hinged on the passenger side of the vehicle and shall swing into the patient's cabin. The door shall fit into a recessed area on the side of the right front ALS cabinet. A barrel type bolt shall hold the door in the OPEN position (recessed into the side of the ALS cabinet). The same barrel bolt shall hold the door closed and shall be accessible ONLY from the CAB side.

The door substrate shall be 19mm (3/4") Formaldehyde free, exterior grade, A-A plywood and laminated with color matching mica at least 28 mils thick. All door edges shall be banded with the same mica color and thickness as the door face surfaces. Iron on vinyl or PVC edge banding is not durable and therefore not acceptable.

The aforementioned door shall be fitted with a sliding polycarbonate window assembly with a minimum see through area of 150 square inches.

11. PLASTIC VENTILATED COMPARTMENT TILE: A plastic color keyed, ventilated tile shall be installed on all compartment floors and shelves. The tile is to be designed to keep equipment off the floor or shelf to promote drying of wet equipment.
12. ACTION AREA LIGHTING: A 12 volt LED light shall be provided directly over the forward, street side work surface. A 12 inch swivel fixture shall be provided. The light shall have an on/off rocker switch on the body of the light housing.
13. LOCATION: The light shall be mounted to the top of the action area board.

#### **DD. UPHOLSTERY**

1. UPHOLSTERY MATERIALS: All padding and upholstered seating shall be covered in 36 ounce vacuum form ready vinyl. Sewn seams in the seat covers and cushions shall be minimized. Upon request, the manufacturer shall be capable of supplying vacuum formed, seamless vinyl covered upholstery. The color shall be color keyed to the laminate color selections made.

**Exhibit A**

2. **SEAT / BACKREST CORE MATERIAL:** The vinyl covered foam shall meet current Federal Specification KKK-A-1822. Seat cushions shall be ergonomically contoured. All core material shall be open cell, high resilience foam.
3. **UPHOLSTERY COLOR:** All padding and upholstered seating shall be covered in 36 ounce vacuum form ready vinyl per the aforementioned specification. The color of the vinyl shall be Blue. A sample of the actual color shall be submitted to the County for approval.
4. **TROUGH COVER:** All upholstered pad that is built to cover the trough running down the center line of the vehicle separating the curbside and street side of the patient compartment shall be manufactured of 1/4" Luan nonvoided plywood with padding and covered with 36 ounce vinyl. The color of the vinyl shall be white.

The cover shall be fastened to the headliner using stainless steel screws with washers that will accept button covers that are color matched to the trough cover.

5. **UPHOLSTERY JOINERY TYPE:** All padding and upholstered seating shall be feature upholstery covered foam that eliminates sewn, visible seams. All cushion corners shall be vinyl wrapped. No sewn seams are permitted, even at the corners. Seat cushion vinyl shall be preformed to the cushion shape to eliminate ALL visible seams. Seat cushions with welting/piping and sewn corner seams are not acceptable since blood and other liquid form biological discharge can penetrate the seam holes and reside in the foam. All vinyl surfaces shall be pulled tight against the foam, utilizing a hardwood plywood backing board. Loose fitting vinyl coverings are not acceptable.
6. **FULL CUSHIONS:** The post and wheel cups normally placed on the squad bench for secondary stretchers shall be deleted in favor of full seat cushions without cutouts. The seat cushions shall be the same size as the squad bench lid and without cutouts. The County chooses to use a backboard in lieu of a stretcher for a secondary patient.
7. **HEAD PROTECTION - CURB SIDE ACCESS DOOR:** A seamless pad specifically designed to protect the head during egress is required. The pad shall consist of a two inch thick foam sheet over a hardwood plywood backing board and covered in seamless vinyl upholstery.
8. **HEAD PROTECTION - REAR ACCESS DOORS:** A seamless pad specifically designed to protect the head during egress is required and shall comply with current Federal Specification KKK-A-1822. The pad shall consist of a two inch thick foam sheet over a hardwood plywood backing board and covered in seamless vinyl upholstery.
9. **CLOCK:** An Emergency Time manager is defined as a 24-hour clock and timer designed to assist Emergency medical personnel with time management. The time Manager shall provide four functions:
  - a. Time of day in hours and minutes
  - b. LED sweep second hand shall sweep around the hour and minute display
  - c. Elapsed time in hours and minutes
  - d. 4-alarm timers in 1, 2, 5, and 10 minute increments

The clock size shall be approximately 4 3/4" high by 6 3/4" long with a second hand sweep of 3 1/2" diameter. The main digital display shall have 1/2" high characters. The four digit display shall operate in three modes; "time of day", "Elapsed time" and "timer" mode. In "time of day"

and "Elapsed time" mode, the display will show hour and minutes. In "Timer" mode, an audible alarm shall sound when timer reaches zero.

The clock shall feature power consumption protection, whereas, the clock display shuts down, 20 minutes after the vehicle's engine is shut down and charging voltages are not present. The display shall come back on when the engine is restarted.

## EE.PAINT

1. **100% PAINT FILM COVERAGE:** All stages of primer and paint shall cover all surfaces. Hinge mating surfaces on the doors and jambs shall be painted. Bare aluminum and primer only preparation is not acceptable under door hinges. Doors shall be painted without actuation handles installed and doors removed from body. Paint film thickness to be no less than 4.1 mil thickness.
2. **PAINT SYSTEM TYPE:** The paint shall be Poly-Urethane type electrostatic application process is required and without exception.

An electrostatic paint spray system is a highly efficient technology for the application of paint to specific workpieces. Negatively charged atomized paint particles and a grounded workpiece create an electrostatic field that draws the paint particle to the workpiece, minimizing overspray.

For this technology, an ionizing electrode, typically located at the paint gun atomizer tip, causes paint particles to pick up additional electrons and become negatively charged. As the coating is deposited on the workpiece, the charge dissipates through the ground and returns to the power supply, completing the circuit. The electrostatic field influences the path of the paint particles. Because the charged particles are attracted to the grounded workpiece, overspray is significantly reduced. Paint particles that pass a workpiece can be attracted to and deposited on the back of the piece. This phenomenon is known as "wrap."

3. **MECHANICAL ADHESION PROMOTER:** The entire module shall be degreased. Degreaser shall be applied to manufacturer's recommendations. Body to be inspected for flaws and imperfections and to assure built to order specifications. All surfaces shall be sanded with 150 grit paper and all imperfections repaired.
4. **CHEMICAL ADHESION PROMOTER:** The module shall be hot-water washed at (140 degrees or greater). Then the aluminum Body shall be treated with Alumiprep 33 acid etching followed by a complete body rinse. To ensure all surfaces are cleaned, this step shall be repeated a second time. The entire unit shall be wet coated with Alodine 5700 conversion coating and deionized water mixed.
5. **PRIMER:** Apply 3 coats of BTLV HI Solids Polyurethane. The unit is then baked at 140 degree metal temperature for one hour. Assure minimum at 2 mil thickness. Primer shall be sanded with 360 grit paper to assure flat, orange peel free surface.
6. **TOP COAT (PAINT):** Entire module shall be degreased. Degreaser shall be applied to manufactures recommendations. Two coats of BTLV High Solids color shall be applied.
7. **CLEAR COAT:** The clear coat shall be manufactured by the same company as the primer and base coat. Three coats of "clear coat" polyurethane shall be applied per the manufacturer's instructions.

**Exhibit A**

8. **3M POLISHING SYSTEM:** Prior to 100% paint cure, the paint on the ambulance body shall be sanded to 1200 grit and polished flat per 3Ms Perfect-It product program for smooth finish.
9. **CORROSION:** Anti-electrolysis procedures include, but are not limited to the following:
  - a. Ensure all bare substrate is dry and free from contamination.
  - b. If bare substrate is showing signs of corrosion/oxidation, sand and remove. Use 180 grit until area is removed.
  - c. Thoroughly blow off areas to remove sand, dust and metal shavings.
  - d. Thoroughly degrease to be pre-primed using the wipe-on, wipe-off method with clean white rags. (Use good quality automotive degreaser)
  - e. Apply Washprimer CR using a brush to all mated surfaces. Allow to flash for 15 minutes at 70 deg. F. Mix washprimer CR 1:1 with washhardner.
  - f. Apply Urethane caulk to all mated surfaces before assembly to reduce the possibility of corrosion.
10. **EXTERIOR FASTENERS:** All screw sites require a replaceable nylon insert for the fastener to thread into. This will isolate the dissimilar metals. Additionally each hole shall be treated with an Electrolysis Corrosion Control compound prior to installation of the nylon inserts. All exterior screws shall be stainless steel.
11. **PAINT WARRANTY:** The conversion paint shall be warranted to the original owner for a period of 7 years, 70,000 miles. The color shift shall be no greater than Delta E of 4.0 with minimum gloss retention of 60 gloss units at twenty-degree angle. Warranty to include 36-month Corrosion coverage with no exclusions.
12. **REFLECTIVE TAPE:** The door frame shall have a three quarter inch (3/4") wide white reflective tape applied to the door frame. The tape shall illuminate the outline shape of the door when the door is opened.
13. **REFLECTOR PACKAGE:** Six reflectors will be supplied on the outside of the module body. The reflectors will be located at skirt line level and the area size will be at least 3.75 square inches. Each side will have one AMBER forward reflector and one RED rearward reflector. The rear of the body will have one RED reflector located just above the diamond plate kick plate.
14. **PAINT SCHEME, CHEVRON AND LETTERING PER CUSTOMER SPECS:** (See Pages 63 – 65)
15. **MAIN BODY COLOR:** The main body color shall be oxford white (Ford YZ). The paint finish shall be laid onto the body in a flat, orange peel free, mirror like shine on all sides.
16. **PAINT BELT:** Custom paint belt from cab windows down shall be provided. The entire hood shall be painted. Paint on rear cab must be same height as the front of the body where they meet. Blue to go across edge of compartment and entry doors to the gaskets. Buff top of unit. Paint color shall be Atlantic Blue FA91:K2.  
  
Paint inside M2.5 white
17. **DRIP RAILS:** A bright drip rail shall be provided over each compartment. Full height compartments are exempt because the perimeter roof rail drip rails will cover these compartments.

18. **AMBULANCE MARKING PACKAGE:** The vehicle shall be supplied with a lettering and "star of life" symbol decal package as described in current Federal specification KKK-A-1822. The "ambulance marking package" is to be shipped loose with the vehicle. The "star of life" symbols shall meet Figure 4 required by KKK-A-1822. All outside windows located on the patient care area of the vehicle shall have white privacy tinting/film as shown in the pictures contained in HH.
19. **AMBULANCE MARKING PACKAGE - ROOF STAR:** A 32" roof star shall be included as a part of the lettering and "star of life" symbol decal package (as described in the current Federal specification KKK-A-1822).  
  
Two (2) Flow Meter: 0-15 LPM, Floating Ball, Oxygen, w/ Ohio adapter
20. **FIRE EXTINGUISHER:** One (5) five pound A-B-C type fire extinguisher shall be supplied loose with the vehicle on delivery.
21. **REGULATOR:** A fixed output medical regulator shall be supplied with the apparatus. The output shall be fixed a 50 psi. The regulator shall have a CGA 540 thread for the bottle and a 9/16-18 tpi threaded male connector for the input hose to the system.

**FF. WARRANTY INFORMATION:**

The Vendor will provide the County with the following warranties for the Goods:

1. 7-Year, 70,000-mile Mechanical & Electrical including Workmanship.
2. 7-Year, 70,000-mile Standard Paint Warranty.
3. 36-Month Paint Coatings Corrosion Warranty.
4. 20-Year Body Structure Warranty.

All warranties will be effective as of the date of delivery and acceptance of the Goods and using the mileage at the time of delivery.

**GG. MISCELLANEOUS INFORMATION:**

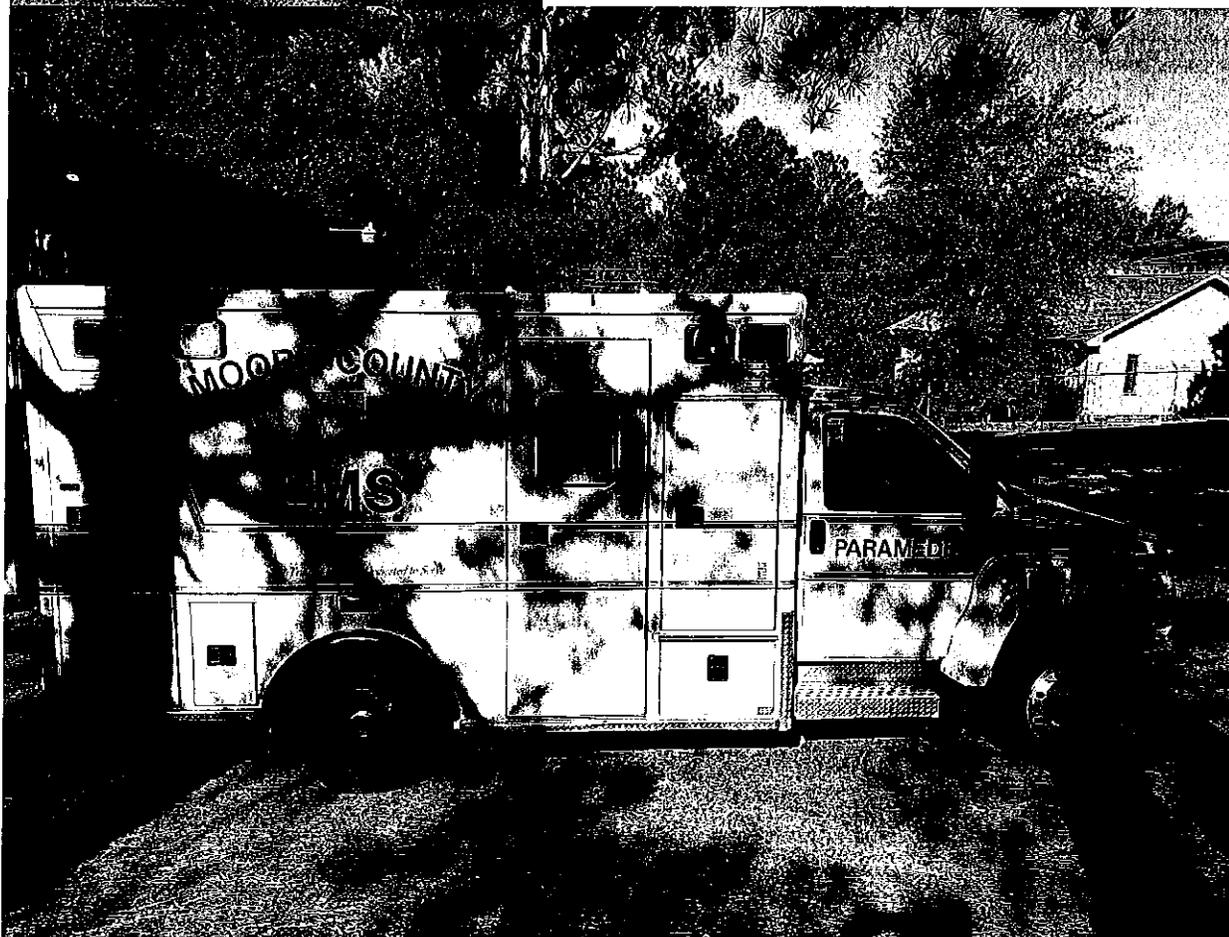
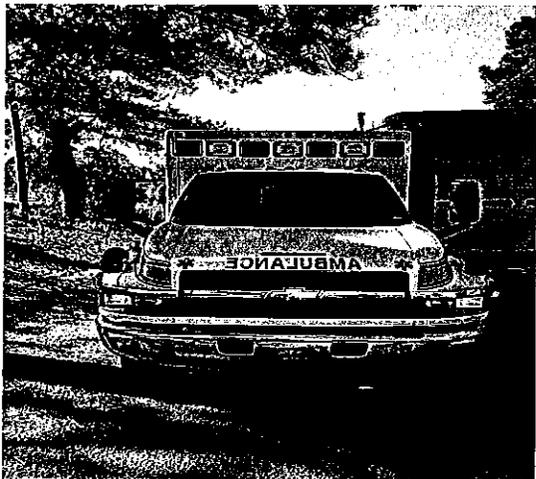
Delivery Date shall be no later than June 30, 2021, and failure to comply with shall result in a 5% reduction from the total purchase price.

Vendor is responsible for all related costs associated with delivering the chassis to Vendor for remounting.

Vendor will cover all costs related to the County taking delivery of the ambulance including, but not limited to, hotel, travel expenses, etc. Pre-delivery inspection by Moore County Staff will be required prior to the County taking possession. The County must be satisfied prior to taking possession.

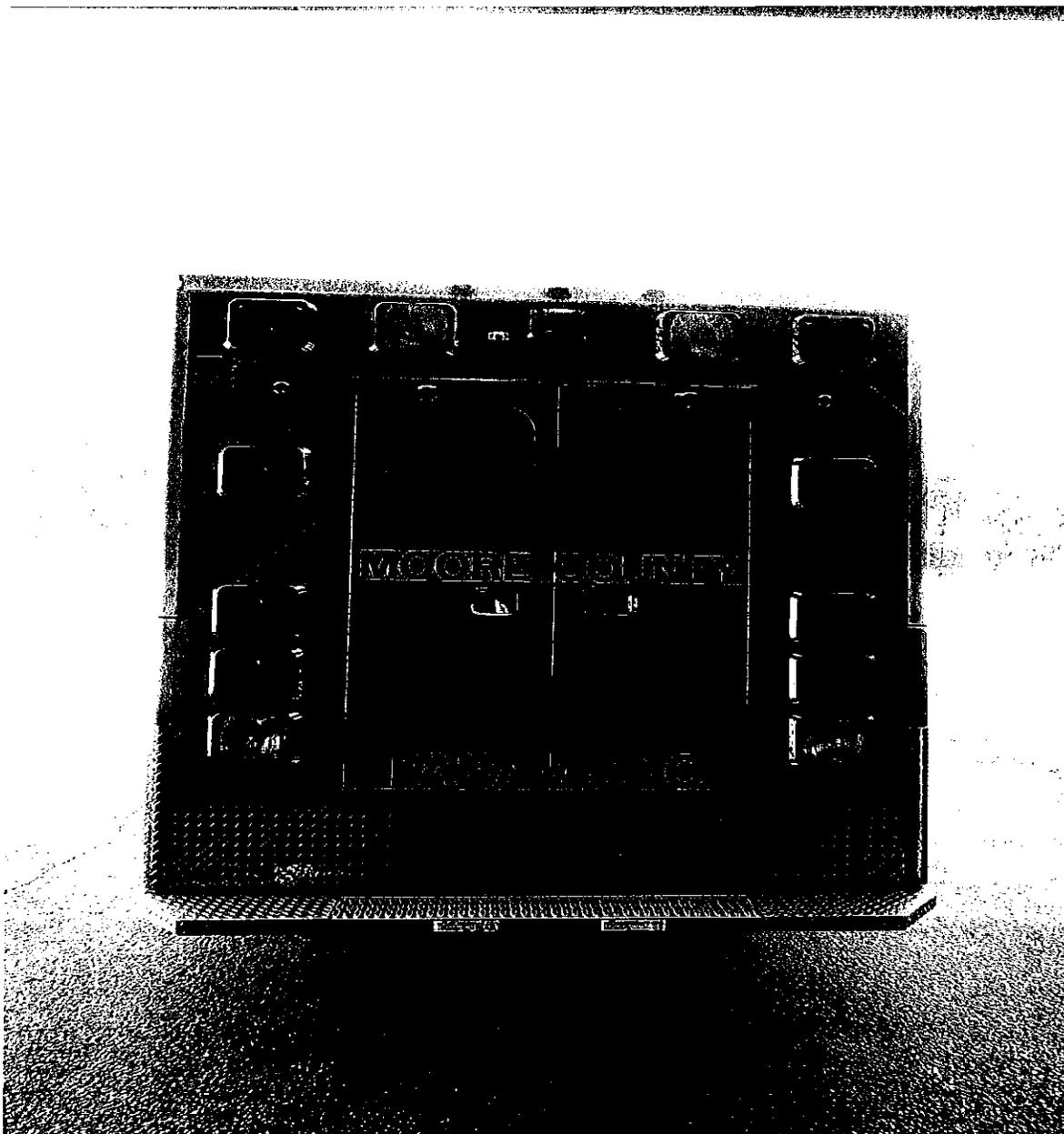
The original specifications of the box were included for informational purposes only. Vendor must ensure any modifications made to the box will not deviate from the original box size.

HH. CURRENT AMBULANCE CHASSIS/MODULAR BOX: 2009 GMC 4500



PHOTOS OF PAINT/LETTERING DETAILS AND CURRENT CHASSIS/BOX







**Ford Motor Company**

*Is proud to recognize*

# *Northwestern Emergency Vehicles*

*as a participant in the*

## *Ambulance*

## *Qualified Vehicle Modifier Program*



*Randy M. Freiburger - SVE Quality Programs Mgr.*

**May, 2019**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LS

DATE (MM/DD/YYYY)  
06/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
MILLER INSURANCE AGENCY  
P O BOX 390  
WEST JEFFERSON, NC 28694

**CONTACT NAME:** Lewis W Shepherd  
**PHONE (A/C, No, Ext):** 336-246-7151 **FAX (A/C, No):** 336-246-5138  
**E-MAIL ADDRESS:** lewis@millerinsurance.org  
**PRODUCER CUSTOMER ID #:** NORTEM1

**INSURED**  
NORTHWESTERN EMERGENCY  
VEHICLES INC  
P O BOX 790  
JEFFERSON, NC 28640

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	EMPLOYERS MUTUAL INS CO	
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULT/CHILD/STUDENT/INSR/WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		2D2-45-21-21	04/27/2020	04/27/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY		2E2-45-21-21	04/27/2020	04/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
A	<input checked="" type="checkbox"/> GARAGE LIABILITY		2E2-45-21-21	04/27/2020	04/27/2021	GARAGE	\$ 1,000,000
						GARAGE AGG	\$ 3,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		2J2-45-21-21	04/27/2020	04/27/2021	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2H2-45-21-21	04/27/2020	04/27/2021	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	PHYSICAL DAMAGE		2E2-45-21-21	04/27/2020	04/27/2021	DEALER PH	2,100,000
A	GARAGE KEEPERS		2E2-45-21-21	04/27/2020	04/27/2021	GARAGE KE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	AM10-18	Date Prepared:	7/2/2020
<p align="center"><b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</b></p>							
Buying Agency:	Moore County			Contractor:	AEV / NORTHWESTERN EMERGENCY VEHICLES		
Contact Person:	Bryan Phillips			Prepared By:	David Hudler		
Phone:	910-690-5110			Phone:	336-977-1015 (cell)		
Fax:				Fax:	336-246-8978		
Email:	bphillips@moorecountync.gov			Email:	david@nwev.com		
Product Code:	AM18AE09	Description:	Dodge Ram 5500 4x4 Diesel Type I Remount				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							92,546.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
YY04 Liquid Spring Suspension		11,600.00					
YY26 Paint Module		8,250.00					
YY31 LED Lighting Upgrade		6,511.00					
YY25 Auxiliary Condenser		1,675.00					
YY49 Zico Automatic Step		2,473.00					
YY13 New Diamond Plate		2,500.00					
YY12 New Rear Bumper		1,900.00					
YY05 New Upholstery		1,071.00					
YY06 New Flooring		1,816.00					
YY16 New Weather Stripping		750.00					
28-CR-09PI Cot Mount Stryker Power Load installed		26,267.00			Subtotal From Additional Sheet(s):		
					Subtotal B:	64,813.00	
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Chassis Change from Dodge Ram 4x2 to 4x4		2,616.00					
					Subtotal From Additional Sheet(s):		
					Subtotal C:	2,616.00	
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:			
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							
Quantity Ordered:	1	X Subtotal of A + B + C:	159975	=	Subtotal D:	159975	
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>						Subtotal E:	600
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
					Subtotal F:		
<b>Delivery Date:</b>				<b>G. Total Purchase Price (D+E+F):</b>			
				160575			

## Certificate Of Completion

Envelope Id: 6889C640F7F0492FB1D5D19483899A0E

Subject: Please DocuSign: 7-16-20 Contract - PS - Northwestern Emergency Vehicles - Remount.pdf

Source Envelope:

Document Pages: 67

Signatures: 2

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Status: Sent

Envelope Originator:

Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

IP Address: 184.2.42.2

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Status: Original

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Holder: Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

Location: DocuSign

## Signer Events

Bryan Phillips

bphillips@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

## Signature

### Completed

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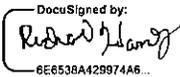
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Richard Hamby

richard@nwev.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
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Signature Adoption: Drawn on Device

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Signed: 7/16/2020 2:39:27 PM

## Electronic Record and Signature Disclosure:

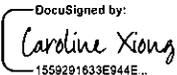
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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
1559291633E944E...

Signature Adoption: Pre-selected Style

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Signed: 7/20/2020 2:05:27 PM

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ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

**In Person Signer Events**

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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**Signature****Timestamp**

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cdowd@moorecountync.gov  
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ehunsucker@moorecountync.gov  
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mistyleland@moorecountync.gov  
County Attorney  
County of Moore

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Terra Vuncannon  
tvuncannon@moorecountync.gov  
Deputy Finance Officer

Security Level: Email, Account Authentication  
(None)

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**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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**Payment Events**

**Status**

**Timestamps**

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

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**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Bryan Phillips**

**DATE: 5 August 2020**

**SUBJECT: Contract Amendment #1 -Stryker EMS Stretchers**

**Presenter: D. Bryan Phillips**

**REQUEST:**

Make a motion to the Contract Amendment #1 with Stryker Sales Corporation and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**BACKGROUND:**

Moore County Emergency Medical Services presented a budget item for the purchase of Stryker Power-Pro XT stretchers with associated MTS Power Load, and a (5) year service agreement. The contract that was approved on April 21, 2020 had a delivery date of June 15, 2020 due to COVID the equipment was delivered one week after the contract expired. We are requesting a to extend the terms of the contract to reflect August 31, 2020.

**IMPLEMENTATION PLAN:**

Equipment has been received, installed and fully operational.

**FINANCIAL IMPACT STATEMENT:**

No changes to the terms of the original contract that was approved at the April 21<sup>st</sup>, 2020 Board of Commissioners meeting,

**RECOMMENDATION SUMMARY:**

Make a motion to the Contract Amendment #1 with Stryker Sales Corporation and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**SUPPORTING ATTACHMENTS:**

Contract Amendment #1  
Budget Amendment

**STATE OF NORTH CAROLINA**

**AMENDMENT NO. 1**

**COUNTY OF MOORE**

This Contract Amendment No. 1 (this "Amendment"), is made this 18<sup>th</sup> day of August, 2020, between the County of Moore (the "County"), and Stryker Sales Corporation (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement dated April 21, 2020, which was for the purchase of stretchers and power loaders (the "Original Agreement"); and

WHEREAS, due to issues that resulted in delivery delays, the County and Contractor now desire to amend the Original Agreement to extend the term of the contract from June 15, 2020 to August 31, 2020.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 2 of the Original Agreement is amended to read: "The Seller will deliver the Goods covered by this Contract to the County on or before **August 31, 2020.**
2. Except as provided for by this Amendment No. 1, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above.

**COUNTY OF MOORE**

**STRYKER SALES CORPORATION**

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

DocuSigned by:  
*Carl Spruill*  
44220D944E374D6...  
\_\_\_\_\_  
Carl Spruill

**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.

DocuSigned by:  
*Caroline Xiong*  
1559291033E944E...  
\_\_\_\_\_  
Finance Officer

## Certificate Of Completion

Envelope Id: 0E09D873D38C4EBBB48F51D13A0C5B73  
Subject: Please DocuSign: 7-29-20 Contract - PS - Stryker Sales Corp - Amend #1.docx  
Source Envelope:  
Document Pages: 1 Signatures: 2  
Certificate Pages: 6 Initials: 0  
AutoNav: Enabled  
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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:  
Cheryl Zielsdorf  
czielsdorf@moorecountync.gov  
IP Address: 184.2.42.2

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czielsdorf@moorecountync.gov

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## Signer Events

Bryan Phillips  
bphillips@moorecountync.gov  
Security Level: Email, Account Authentication  
(None)

## Signature

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Carl Spruill  
carl.spruill@stryker.com  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Carl Spruill*  
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Caroline Xiong  
cxiong@moorecountync.gov  
Security Level: Email, Account Authentication  
(None)

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*Caroline Xiong*  
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Laura Williams  
clerktoboard@moorecountync.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

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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County of Moore  
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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**Carbon Copy Events**

Terra Vuncannon  
tvuncannon@moorecountync.gov  
Deputy Finance Officer

Security Level: Email, Account Authentication  
(None)

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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft obo County of Moore - IT Department**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [cbutts@moorecountync.gov](mailto:cbutts@moorecountync.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

**Acknowledging your access and consent to receive materials electronically**

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

## **Budget Amendment Staff Report**

**Department:** Public Safety

**Increase or Decrease of Amount of Funding:** Increase Revenue by \$47,484.00 in budget code 20019000-32903 and increase Expenditure by \$47,484.00 in budget code 20048055-55900.

**Source(s) of Funding:** Funds are to carry over from FY19/20 due to all items listed in contract did not arrive by the contract end date of June 30, 2020.

**Justification (please be specific):** Vendor did not provide all items listed in contract by the end date of June 30, 2020. Items received one week after contract expired, requesting contract amendment to be extended to August 31, 2020 and funds to carry over to FY 20/21 to pay remainder of balance owed to Stryker.

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety - Funds to carry over from FY19/20 due to items in contract not arrived by the contract end date of June 30, 2020

Revenue	20019000 32903	Capital Lease Proceeds	-	47,484	47,484
Expense	20048055 55900	Stretchers	-	47,484	47,484

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
 Frank Quis  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: D. Bryan Phillips**

**DATE: 06 August 2020**

**SUBJECT: Hurricane Florence Memorandum of Agreement State Acquisition Relocation Funds (SARF)**

**REQUEST:**

To approve the Hurricane Florence Memorandum of Agreement State Acquisition Relocation Funds (SARF) between the County of Moore and North Carolina Department of Public Safety, Emergency Management for the amount not to exceed \$786,500.

**BACKGROUND:**

Pursuant to the Current Operations Appropriations Act of 2018, the Stafford Act--42 U.S.C. 5181, 44 C.F.R. Part 25, the URA--42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, and N.C. Gen. Stat. §133-5 et. seq., the funds provided by this Agreement may be used by the MUNICIPALITY /COUNTY for State Acquisition and Relocation Funds (SARF) for relocation assistance and tenant relocation assistance in Municipality/County:

State Acquisition Relocation Funds (SARF) SARF provides a gap payment up to \$50,000, to cover the difference between the funds appropriated from Session Law 2016-124, CDBG-DR, or other federal programs and the funds necessary to help a household relocate from the current damaged home to a similar housing unit outside of the special flood hazard area. In addition to the gap payment, the County may also provide applicants with up to an additional \$5,000 in relocation costs or other URA assistance as allowed in the URA-- 42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, or N.C. Gen. Stat. §133-5 et. Seq. through SARF.

State Acquisition Relocation Funds (SARF) provides management cost back to the county to support each acquisition. Each acquisition executed by the county provides the county an amount equal to \$5,500.

**IMPLEMENTATION PLAN:**

With Board Approval, Utilize funds in accordance to the Memorandum of Agreement State Acquisition Relocation Funds (SARF).

**FINANCIAL IMPACT STATEMENT:**

The HMPG is a federal and state grant with no cost to Moore County other than the administrative oversight of the grant. FEMA and North Carolina Emergency Management staff will assist throughout the process.

**RECOMMENDATION SUMMARY:**

Make a motion to Approve Hurricane Florence Memorandum of Agreement State Acquisition Relocation Funds (SARF) between County of Moore and North Carolina Department of Public Safety, Emergency Management for the amount not to exceed \$786,500. Upon the approval from the Finance Director and County Attorney, authorize the County Manager to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

Memorandum of Agreement State Acquisition Relocation Funds (SARF)

**STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT**

**AND**

**MOORE COUNTY**

**MEMORANDUM OF AGREEMENT (MOA)**

**MOA# DRA 5369-FR04B19  
DPS Fund Code: 2D24F224  
MOA Amount: 786,500**

**County: Moore  
Tax ID/EIN#: 56-6000322  
DUNS #: 0509881460000**

**MOA Period of Performance: October 1, 2018 through December 31, 2022**

This Memorandum of Agreement, hereinafter referred to as the “MOA”, is made this 30<sup>th</sup> day of June, 2020, by and between the Moore County, hereinafter referred to as the “Municipality/County”, and the North Carolina Department of Public Safety, Division of Emergency Management, hereinafter referred to as “NCEM”.

WITNESSETH:

WHEREAS, on September 14th, 2018, Hurricane Florence hit central and eastern North Carolina including the Municipality/County with record breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the Municipality/County were damaged by floodwaters associated with the severe weather associated with Hurricane Florence (hereinafter collectively referred to as the “storm survivors”);

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on September 14th, 2018 as FEMA-4393-DR-NC;

WHEREAS, Executive Order 51 issued on September 7th, 2018 declared a state of emergency throughout the State;

WHEREAS, the North Carolina General Assembly in the Current Operations Appropriations Act of 2018 provided for Disaster Recovery (S.L. 2018-5, Sec. 5.6(b)(5)), twenty five million fourteen thousand seven hundred seventy six dollars (\$25,014,776) to the Department of Public Safety, Division of Emergency Management for various projects including housing elevation, acquisition, and mitigation reconstruction for homes not covered by the HMGP, and to provide SARF, which enable low to moderate income homeowners to purchase homes, and to provide flood insurance subsidies;

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(1) and (d)(3), and NCEM's Standard Operating Procedures for Hazard Mitigation, and subject to the terms and conditions of this Agreement, NCEM will provide a grant to the Municipality/County or County for the purpose of providing State Acquisition Relocation Funds or other URA assistance to eligible storm survivors;

WHEREAS, the parties entered into Hazard Mitigation Grant Agreements for FEMA-DR-4393-NC projects, incorporated by reference herein, (Exhibit A) wherein NCEM provided funds from the Federal Emergency Management Agency (FEMA) and the North Carolina General Assembly to MUNICIPALITY/COUNTY for Hazard Mitigation projects. All terms, conditions, and provisions of the original MUNICIPALITY/COUNTY FEMA-4393-DR-NC Hazard Mitigation Grant Agreement are to apply to this MOA and are made a part of this MOA as though expressly included;

WHEREAS, the North Carolina General Assembly has made funds available through NCEM to the MUNICIPALITY/COUNTY/COUNTY for relocation assistance and tenant relocation assistance under the provisions of the Current Operations Appropriations Act of 2018, the Stafford Act at 42 U.S.C. 5181 and its implementing regulations at 44 C.F.R. Part 25, the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (URA), 42 U.S.C. 4601 et. seq., as amended, and its implementing regulations at 49 C.F.R. Part 24, 24 C.F.R. Part 42, and 24 C.F.R. 570.606, and the North Carolina Uniform Relocation Assistance and Real Property Acquisition Policies Act, N.C. Gen. Stat. §133-5 et. seq.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the Municipality/County/County agree as follows:

- I. **SCOPE OF SERVICES:** Pursuant to the Current Operations Appropriations Act of 2018, the Stafford Act--42 U.S.C. 5181, 44 C.F.R. Part 25, the URA--42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, and N.C. Gen. Stat. §133-5 et. seq., the funds provided by this Agreement may be used by the MUNICIPALITY/COUNTY for State Acquisition and Relocation Funds (SARF) for relocation assistance and tenant relocation assistance in Municipality/County:
  - **State Acquisition Relocation Funds (SARF)** SARF provides a gap payment up to \$50,000, to cover the difference between the funds appropriated from Session Law 2016-124, CDBG-DR, or other federal programs and the funds necessary to help a household relocate from the current damaged home to a similar housing unit outside

of the special flood hazard area. In addition to the gap payment, the County may also provide applicants with up to an additional \$5,000 in relocation costs or other URA assistance as allowed in the URA-- 42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, or N.C. Gen. Stat. §133-5 et. Seq. through SARF.

- **State Acquisition Relocation Funds (SARF)** provides management cost back to the county to support each acquisition. Each acquisition executed by the county provides the county an amount equal to \$5,500.

For any funds provided from the Current Operations Appropriations Act of 2018, only low- to moderate-income households are eligible for SARF. Additional program requirements and guidelines are available in the NCEM section of NCDPS’s website at <https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>.

<b>Income Eligibility Requirements Table</b>	
<b>Number of household family members or full-time occupants that exceed 18 years of age:</b>	<b>Annual Income can be no greater than</b>
Single occupant household	\$84,260
Two or more-person household.	\$84,260

**II. LIMITATIONS ON THE USE OF FUNDS:** The following limitations on the use of funds apply:

- Limited Activities:** Funds provided under this Agreement may be used as described in Section I above.
- Submission:** The MUNICIPALITY/COUNTY will submit within 30 days of signing the agreement the plans to award SARF funds to eligible applicants for eligible expenses under the Current Operations Appropriations Act of 2018, the URA, 49 C.F.R. Part 24, 42 U.S.C. 5181, 44 C.F.R. Parts 7, 9, 10, 18, 25, 80, 206, and 209, 2 C.F.R. Part 200, N.C. Gen. Stat. §133-5 et. seq., Chapter 166A of the North Carolina General Statutes, the State of North Carolina Administrative Plan for the HMGP, and the NCEM Standard Operating Procedures for Hazard Mitigation including but may not be limited to, Chapter 5 “URA and Relocation Assistance” which can be located at <https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation> and other applicable SARF program guidelines to be provided by NCEM.
- Federal Funding Priority:** No funds provided under this Agreement may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs “will be” covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of

this provision, costs “likely will be” covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).

- d) Floodplain Limitations: No funds provided under this Agreement may be expended for the construction of or movement of a household to any location within the 100- year floodplain, unless the MUNICIPALITY/COUNTY certifies that no appropriate housing or housing sites are available outside of the floodplain and the replacement housing is approved by NCEM according to program guidelines.  
(<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>)  
If the relocated home is in the floodplain, the homeowner shall be required to acquire and maintain flood insurance and homeowner’s insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions (“Covenant”) that requires the property to be insured by flood insurance and homeowner’s insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. If the relocated home is in the floodplain, it must comply with the current National Flood Insurance Program (NFIP) and the local Flood Damage Prevention Ordinance. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement.  
(<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>)  
North Carolina will follow federal HUD and HMGP guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55 and 44 C.F.R. Parts 60 and 80.
- e) Insurance Subrogation: Pursuant to the Disaster Recovery Acts of 2016, 2017 and the Current Operations Appropriations Act of 2018, if a person’s home is relocated with funds from the Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person’s rights to secure insurance coverage for damage to the original home, and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The MUNICIPALITY/COUNTY shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- f) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the MUNICIPALITY/COUNTY or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina’s CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification. Regarding Duplication of Benefits (“DOB”), any funds from FEMA, SBA, insurance companies, nonprofits or any other source that are received by homeowner(s) for damage to the residence for the

rehabilitation, elevation or replacement to the home must be deducted from the homeowner(s) award amount as a DOB.

- g) If the new residence is a manufactured home, the manufactured home unit must be permanently affixed and qualify as real property.
- h) Regarding Disbursement of Funds, SARF for Homeowners/GAP Assistance for the purchase of a new property under the HMGP Program will be disbursed by check and listed as a line item on the Settlement Statement at closing. If closing has already occurred the check may be disbursed directly to the homeowner(s). SARF for Homeowners/URA and SARF for Renters/URA assistance for moving and approved relocation expenses will be disbursed by check, payable to the Homeowner(s) or involuntarily displaced persons.

**III. COMPENSATION:** NCEM will provide the Municipality/County \$786,500 out of either the Disaster Recovery Acts of 2016, 2017, or Current Operations Appropriations Act of 2018 under this Agreement.

The entirety of the Agreement amount is a grant to the Municipality/County by NCEM. The Municipality/County will submit quarterly reports on January 15, April 15, July 15, and October 15 to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this Agreement must be submitted no later than January 15, 2023. The term of the agreement may be extended upon written request of the Municipality/County to the NCEM. Quarterly reports shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management  
Hazard Mitigation Section  
4238 Mail Service Center  
Raleigh, NC 27699-4238

Any funds not expended by December 31, 2022 are subject to the claw-back or deobligation provisions of Paragraph V below.

**IV. REIMBURSEMENT:** All cost must be verified through receipts and other documentation. Payment shall be submitted to the Municipality/County after receipt of completed and documented invoices, within 15 business days after receipt of invoices.

Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management  
Hazard Mitigation Section  
4238 Mail Service Center  
Raleigh, NC 27699-4238

The Municipality/County must include an original, signed copy of each cost report.

- V. **CLAW-BACK OR DEOBLIGATION:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the Municipality/County violate the terms of this Agreement or should it become apparent that the Municipality/County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the Municipality/County 15 days' notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. **REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws, rules, regulations, ordinances, codes, licensing requirements, policy or guidance governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with federal and state laws and regulations.
- VII. **TAXES:** The Municipality/County shall be responsible for all taxes.
- VIII. **WARRANTY:** The Municipality/County will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third party. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
- IX. **POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the Municipality/County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT.

The NCEM contact shall be Assistant Director for Mitigation or his designee.

The Municipality/County contact shall be J. Wayne Vest or her/his designee.

- X. **PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. **AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to Municipality/County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. **E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- XV. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Municipality/County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. **COMPLIANCE:** The Municipality/County shall be wholly responsible for financing to be made under this AGREEMENT and for the supervision of its employees and assistants. The Municipality/County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this AGREEMENT.
- XVII. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the

entire Agreement between the parties and supersede all prior oral and written statements or agreements.

**XVIII. MODIFICATION:** The Municipality/County certifies that the undersigned possesses the authority to legally execute and bind Municipality/County to the terms of this MOA. This MOA may be amended only by written amendments duly executed by all of the undersigned or their successors including but may not be limited to, the Secretary of the Department of Public Safety and the Municipality/County's manager.

**XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2022.

The Parties may terminate this Contract by mutual written consent with thirty (30) days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon thirty (30) days' notice, whenever they determine that the Municipality/County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the Municipality/County or a subsequent Municipality/County in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the Municipality/County in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If Municipality/County abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the Municipality/County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the Municipality/County and the Municipality/County shall return to NCEM any improper expenditures no later than thirty (30) days after the date of demand or termination of the agreement.

In the event of termination, NCEM shall require the return of unspent funds. NCEM may, in its sole discretion, allow the Municipality/County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

**XX. STANDARD CONDITIONS:** NCEM and MUNICIPALITY/COUNTY agree that NCEM's performance and obligation to pay under this Agreement is contingent upon state fund availability. NCEM's performance and obligation to pay under this MOA is contingent upon an annual appropriation by the Legislature and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

**XXI. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Municipality/County, to NCEM and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will be effective as of the date of execution. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

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[signatures on following pages]



IX.A.  
**Agenda Item:**  
**Meeting Date: 08/18/2020**

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Laura M. Williams, Clerk  
**DATE:** 08/10/2020  
**SUBJECT:** Appointments / Board of Health

**REQUEST:**

Appoint new member to the optometrist position on the Moore County Board of Health.

**BACKGROUND:**

Dr. Michele Keel served the statutory limit of three consecutive terms in the optometrist position on the Moore County Board of Health. Her term expired July 31. An application for appointment has been received from Dr. Benjamin Wacker.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint Dr. Benjamin Wacker to the optometrist position on the Moore County Board of Health for a three-year term expiring August 31, 2023.

**ATTACHMENTS:**

Appointment Application

**Moore County  
Advisory Board/Committee Appointment Application**

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoaboard@moorecountync.gov](mailto:clerktoaboard@moorecountync.gov).

**County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327**

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> ABC Board                          | <input type="checkbox"/> Fire Commission                    | <input type="checkbox"/> Planning Board                        |
| <input type="checkbox"/> Aging Advisory Council             | <input type="checkbox"/> Human Resources Appeals Committee  | <input type="checkbox"/> Sandhills Center Area Board           |
| <input type="checkbox"/> Airport Authority                  | <input type="checkbox"/> Jury Commission                    | <input type="checkbox"/> Social Services Board                 |
| <input type="checkbox"/> Animal Cruelty Investigator        | <input type="checkbox"/> Juvenile Crime Prevention Council  | <input type="checkbox"/> Subdivision Review Board              |
| <input type="checkbox"/> Board of Adjustment                | <input type="checkbox"/> Library Trustees                   | <input type="checkbox"/> Tax Equalization & Review Board       |
| <input checked="" type="checkbox"/> Board of Health         | <input type="checkbox"/> Local Emergency Planning Committee | <input type="checkbox"/> Transportation Advisory Board         |
| <input type="checkbox"/> Community College Trustees         | <input type="checkbox"/> Nursing/Adult Care Home CAC        | <input type="checkbox"/> Voluntary Agricultural District Board |
| <input type="checkbox"/> Convention & Visitors Bureau Board | <input type="checkbox"/> Parks & Recreation Advisory Board  | <input type="checkbox"/> Workforce Development Board           |

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**NAME** Benjamin Wacker \_\_\_\_\_

**MAILING ADDRESS** 11 Burning Tree Road, Pinehurst, NC 28374 \_\_\_\_\_

**HOME PHONE** 919-345-4750 \_\_\_\_\_ **WORK/MOBILE PHONE** 919-345-4750 \_\_\_\_\_

**EMAIL** benwacker@hotmail.com \_\_\_\_\_ **OCCUPATION** Optometrist \_\_\_\_\_

**BACKGROUND QUALIFICATIONS**

**SIGNATURE** eSigned via SeamlessDocs.com  
*Benjamin Hale Wacker*  
Key: 3b26859288d92a7c5365eb56c0f54083 \_\_\_\_\_ **DATE** 08/10/2020 \_\_\_\_\_