



MOORE COUNTY BOARD OF COMMISSIONERS

THURSDAY, SEPTEMBER 8, 2016

SPECIAL MEETING

The Moore County Board of Commissioners met for a Special Meeting (Work Session) at 8:30 a.m., Thursday, September 8, 2016 in the Community Room of the Rick Rhyne Public Safety Center, 302 S. McNeill Street, Carthage, North Carolina.

Commissioners Present: Chairman Nick Picerno, Vice Chairman Randy Saunders, Jerry Daeke, Catherine Graham, Otis Ritter

Commissioners Absent: None

Chairman Picerno called the meeting to order at 8:30 a.m. County Manager Wayne Vest provided the invocation and Vice Chairman Randy Saunders led the Pledge of Allegiance.

Board members made opening remarks and the Chairman then gave the floor to Mr. Vest to facilitate presentation of items for discussion by department directors.

The full packet of information presented to the commissioners during this meeting is hereby incorporated as a part of these minutes by attachment as Appendix A.

Capital Projects:

Preliminary FY16 Results / Capital Transfer Projection

Chief Financial Officer Caroline Xiong presented to the Board preliminary fiscal year 2016 results and the projection for the amount to be transferred to the capital reserve.

Decline in Debt Service

Internal Auditor Tami Golden reviewed revised information regarding the decline in debt service. Following discussion, the Board directed staff to bring forward for consideration at a regular meeting three resolutions: 1) revised, consolidated resolution regarding funding for Sandhills Community College; 2) resolution for funding formula for Moore County Schools; 3) resolution designating the decline in debt service from the educational bond refunding to the Court project.

Moore County Schools

County Manager Wayne Vest presented information regarding Phase I of construction for new schools in Moore County, which included the first four projects. Mr. Vest and Mr. Mitch Brigulio, representing the

County's financial advisors Davenport and Company, reviewed a planning analysis provided by Davenport. Recommendation was made that the Board consider bank financing for the first two projects, holding cash in the capital reserve, and then regrouping before the third and fourth projects. The commissioners also discussed the possibility of tweaking the fiscal policy to reduce the minimum fund balance thereby increasing funds available for the projects. Mr. Brigulio offered comments on the risk/reward of such a decision and agreed to provide additional guidance upon researching the matter further.

Court Facility

Mr. Vest shared with the Board that indications were the best source of funding for the new court facility would be the decline in debt service. Chairman Picerno requested that Davenport provide the same analysis for the court facility as had been provided for the Schools.

Project Management

Mr. Vest discussed the amount of oversight required for capital projects and how beneficial it was to have someone dedicated to those duties. He recommended the Board consider the addition of a capital projects manager position, increasing the number of FTEs by one. He said the decline in debt service could help fund this position, which he recommended would report to the County Manager. Mr. Vest shared that he would like to have this person available from the beginning for the court facility project. The commissioners concurred and Chairman Picerno directed Mr. Vest to bring this item forward for a vote on the Board's next regular meeting agenda.

The Board recessed for a break from 10:00-10:30 a.m.

Upon reconvening, Mr. Vest noted that the commissioners were slightly ahead of schedule and he asked Mr. Brigulio with Davenport to review a Limited Obligation Bond and USDA refunding summary, which he did. The Board discussed necessary steps and the timeline for completing this process by December 15th and Mr. Brigulio indicated it was feasible, but would need to be initiated quickly. By consensus, the commissioners agreed for Mr. Brigulio to proceed with tentatively getting this item for the County on the Local Government Commission's calendar, with formal action to be considered by the Board at a near date.

Legislative Goals:

Clerk to the Board Laura Williams provided information regarding identification of legislative goals to be advocated for on behalf of counties by the NC Association of County Commissioners, and the process for inclusion of goals from Moore County for consideration. Goals recommended for the Board to submit were reviewed, including restoration of lottery funds, revision of the State's teacher funding formula, and the elimination of the State's tier system, with additional information provided by Public Works Director Randy Gould regarding a wellhead protection goal and by Library Director Alice Thomas regarding a state aid to public libraries goal. Board members discussed these goals to be potentially submitted and Mr. Vest said the information would be prepared for the Board to vote on at the next regular meeting.

Economic Development:

Mr. Vest informed the Board that some general information regarding economic development had been included in the meeting packet. He discussed a resolution regarding the Board's authorization to increase the occupancy tax and said it could be a good time for the Board to consider parameters for requests for an increase to be made. The commissioners discussed the resolution and whether they needed to take action or if it was something that could be addressed later when new Board members were seated. The Board discussed language in the resolution that would require a unanimous vote by the CVB Board to move a request forward, and agreed

that the unanimous provision should be removed. CVB Director Caleb Miles was present at the meeting and offered to provide an update on a proposed sports complex project previously discussed before the Board. He shared that a third financing option was now being considered, a lease back agreement. There was discussion regarding this option as well as the feasibility of this project in Moore County.

Chief Financial Officer Caroline Xiong reviewed room occupancy tax collection information.

Mr. Vest commented on economic development incentive grant guidelines previously approved by the Board that were included in the packet for reference. Chairman Picerno asked how many times businesses had approached the County since these guidelines were adopted and Mr. Vest and County Attorney Misty Leland said none. Chairman Picerno directed staff to put on the Board's next meeting agenda the annual funding agreement with Moore County Partners in Progress. Mr. Vest asked if the resolution regarding the occupancy tax should also be put on that agenda and the Chairman said yes.

The Board recessed for lunch from 12:15-1:15 p.m.

Organization and Governance of Social Services:

Chairman Picerno introduced Kevin Austin, Chairman of the Yadkin County Board of Commissioners, and Lisa Hughes, Yadkin County Manager, to share their experience in transitioning to a consolidated human services agency as provided for in HB 438. Mr. Austin and Ms. Hughes provided background information regarding their county's decision to consolidate, the process, and the results, and both spoke very favorably of the decision. Chairman Picerno said he was not making a suggestion for Moore County and that he just thought it would be good for the commissioners to be informed and to know there were other options. He said Mr. Austin and Ms. Hughes information regarding improved efficiency, reduced costs, and better service delivery peaked is interest.

Ordinance/Policy Review:

Animal Control

Animal Operations Director Brenda Sears reviewed recommended updates to the County's Animal Control Ordinance and also presented a summary of a recommended Animal Operations Policy. Upon discussion, Chairman Picerno recommended these items be reviewed by the Animal Operations Advisory Board.

Unified Development Ordinance

Planning Director Debra Ensminger reviewed updates made to the Unified Development Ordinance. Vice Chairman Saunders requested a red-lined copy of the ordinance for the commissioners to review prior to it coming before them for approval. Ms. Ensminger agreed to provide this as requested and indicated agreement to request the Board call a public hearing regarding the revised UDO at its October 4th regular meeting and hold the hearing on October 18th.

Noise Ordinance

Sheriff Neil Godfrey reviewed information regarding a recent noise ordinance complaint. He said it may be beneficial for the Board to revise the noise ordinance to give the Sheriff's Office the authority to issue citations 4/7. The commissioners concurred.

Solid Waste Ordinance

Solid Waste Division Manager Chad Beane provided information on the Solid Waste Ordinance with regard to nuisance complaints. Discussion followed regarding the number of complaints received, and enforcement options. Chairman Picerno commented regarding the subjectivity of complaints. He recommended staff go through the ordinance and suggest revisions that would not require any additional cost to the County. Mr. Vest said staff wanted to be sure that if a citizen called and said the ordinance was not being enforced, enforcement was clearly defined.

Cross Connection Control Ordinance

Public Works Director Randy Gould provided a presentation on issues regarding the County's Cross Connection Control Ordinance, with input by Planning Director Debra Ensminger on plumbing code matters. Mr. Gould reported on a conflict between the County's ordinance and legislation, but stressed the importance of the requirements of the ordinance with regard to protection of the public water supply. There was much discussion and the commissioners requested the ordinance be sent to them for review.

Budget Development Policy

Assistant County Manager Janet Parris and Internal Auditor Tami Golden reviewed highlights of a new budget development policy recommended for the commissioners' consideration. The policy would be presented at a near future meeting for approval by the Board.

Commissioners Welcome Packet/Orientation

County Manager Wayne Vest presented an index of the contents of a commissioner orientation packet recommended to be shared with new Board members, and existing Board members as desired. The commissioners were receptive to this and Commissioner Graham said it was very worthy of pursuing and would be beneficial to all.

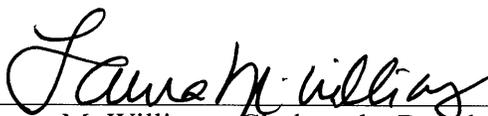
ADJOURNMENT

As this would likely be their last full day work session as members of the Board of Commissioners, Commissioner Graham thanked Chairman Picerno and Vice Chairman Saunders for their service, and said they had been a tremendous asset to the Board. Commissioners Ritter and Daeke concurred with those comments. Chairman Picerno said it had been a pleasure to serve and that he hoped the Board would continue to have these meetings, which he said helped the Board to focus and gave staff the chance to provide information in a less formal environment.

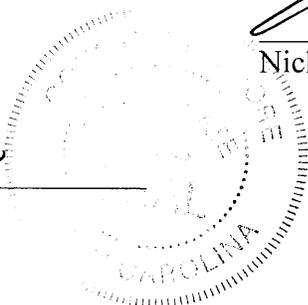
There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the September 8, 2016 special meeting of the Moore County Board of Commissioners at 3:55 p.m.



Nick J. Picerno, Chairman



Laura M. Williams, Clerk to the Board



COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Preliminary FY16 Results / Capital Transfer Projection (unaudited)

Department: Finance

Fund: 100

Presenter(s): Caroline L. Xiong, Chief Finance Officer

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Finance is currently working on the CAFR (Comprehensive Annual Financial Report) for fiscal year 2015/2016. The final audit is scheduled for the week of September 19th. Once the LGC (Local Government Commission) approves our CAFR, the Chief Finance Officer will present to the Board of Commissioners the transfer amounts that are allowed per our fiscal policy to the capital reserve funds.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

The Board will approve the budget transfers to the capital reserve funds.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

The budget transfers will be taken to the Board after the audit and the approval by the LGC.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

1. Preliminary FY16 Results/Capital Transfer Projection (unaudited) Summary Report
2. Fiscal Policy for Reserve
3. Resolution for Funding for Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College, Effective July 1, 2014

Preliminary FY16 Results/Capital Transfer Projection (**unaudited**)

Total Actual Expenditures-General Fund (exclude SCC Loan):	\$ 85,935,240
Per Fiscal Policy	15% \$ 12,890,286
Unassigned Fund Balance:	\$ 17,583,673
Difference:	\$ 4,693,387
Estimated Transfer to SCC (6%) per Resolution*	\$ 281,603
Estimated Transfer to Capital Reserve for Governmental Projects	<u>\$ 4,411,784</u>
	<u>\$ 4,693,387</u>

* Resolution for Funding for Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College, Effective July 1, 2014.

** Estimated \$1,300,000 sales tax for June.

FISCAL POLICY GUIDELINES

Moore County, North Carolina

Amended July 15, 2014



RESERVE POLICIES

1. Unassigned General Fund Balances will mean funds that remain available for appropriation by the County Board after all considerations for future expenditures, required restrictions defined by State statutes, and previous Board commitments have been calculated. The County will define these remaining amounts as "available fund balances."
2. Available fund balances at the close of each fiscal year should be at least 15.0% of the Total Annual Operating Budget of the County with a Targeted Policy equal to 20.0%.
3. The County Board may, from time-to-time, utilize fund balances that will reduce available fund balances below the 15.0% policy for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of Moore County. In such circumstances, after available fund balances have been calculated as part of closing-out a fiscal year, the Board will adopt a plan as part of the following year's budget process to restore the available fund balances to the policy level within 36 months from the date of the budget adoption. If restoration cannot be accomplished within such time period without severe hardship to the County, then the Board will establish a different but appropriate time period.
4. Monies in excess of a 15.0% available fund balance will be transferred to a Capital Reserve Fund for future use for a specific purpose within a specified time frame except as provided for in the Resolution for Funding for Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College, adopted by the Moore County Board of Commissioners on June 17, 2014, effective July 1, 2014, and attached hereto and incorporated by reference herein as if fully set forth as Exhibit A.

**RESOLUTION FOR FUNDING FOR DEMPSEY HALL STUDENT CENTER
EXPANSION AND DEFERRED MAINTENANCE COST
FOR SANDHILLS COMMUNITY COLLEGE
Effective July 1, 2014**

WHEREAS, Sandhills Community College (SCC) plans to expand Dempsey Hall Student Center; and

WHEREAS, the County desires to assist SCC with this expansion by developing a pay-as-you-go plan that maintains the integrity of the County's and taxpayer's relationship by not increasing County debt nor taxes and, at the same time, meeting the needs of SCC; and

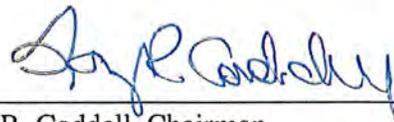
WHEREAS, the County and SCC have determined the amount of County funds needed for the expansion project is \$1,800,000 and the County desires to provide this amount in the form of a one-time loan to SCC from the County's General Fund Balance; and

WHEREAS, the repayment of the \$1,800,000 loan, plus interest in an amount equal to 25 basis points above the highest interest rate set by the North Carolina Cash Management Trust Fund within a 12 month period on a calendar year basis beginning with calendar year 2014, to the County's General Fund Balance will originate from the projected savings from the yearly reduction in debt service for SCC as well as an amount that equates to 6% above the 15% unassigned General Fund Balance that the Board of Commissioners allocates to the County's Capital Reserve Fund. Pursuant to the spreadsheet attached hereto as Exhibit A and herein incorporated by reference as if fully set forth, the County is estimated to have received repayment plus interest, calculated annually on the outstanding balance, in an amount that is in excess of the borrowed amount of \$1,800,000, plus interest as stated above, by June 30, 2020. (Please also see Exhibit A.) Alternatively, SCC may at its discretion, choose to utilize the amount equal to 6% above the 15% unassigned General Fund Balance for its current needs, ongoing maintenance (i.e. deferred maintenance), and/or may elect to pay off its debt early and save interest; and

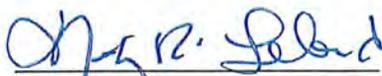
WHEREAS, the County will also provide SCC \$986,633 for deferred maintenance cost, which is 6% of the current balance of the County's Capital Reserve Fund that currently totals \$16,443,868. The \$986,633 requested is a part of SCC's annual budget request that the County will provide funding for FY2014-2015 only; and

NOW THEREFORE BE IT RESOLVED, that the Moore County Board of Commissioners approves the funding and repayment plans as set forth above for SCC's Dempsey Hall Student Center Expansion and deferred maintenance cost and authorizes its Chairman to execute this Resolution.

Adopted this 17th day of June, 2014.



Larry R. Caddell, Chairman
Moore County Board of Commissioners



Misty Leland
County Attorney

EXHIBIT 7

Debt Service Amounts by Fiscal Year (781)

	P14	P15	P16	P17	P18	P19	P20	P21	P22	P23	P24	P25	P26	P27	P28	P29
College Annual Debt Service	\$1,781,368	\$1,733,403	\$1,689,114	\$1,691,896	\$1,182,462	\$1,177,203	\$1,144,586	\$1,209,483	\$1,462,923	\$1,417,131	\$1,370,636	\$1,323,708	\$1,276,636	\$1,230,204	\$1,183,088	\$652,786
College Base Year (FY14) Debt Service	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368
College Annual Debt Service Reduction	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965
College Cumulative Debt Reduction	\$47,965	\$95,930	\$143,895	\$191,860	\$239,825	\$287,790	\$335,755	\$383,720	\$431,685	\$479,650	\$527,615	\$575,580	\$623,545	\$671,510	\$719,475	\$767,440
C.A.F.R. Allocation Estimate	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015
TOTAL Estimated Fee of Repayment	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015

EXAMPLE USING ONLY DEBT SERVICE REDUCTION DOLLARS FOR REPAYMENT

	P14	P15	P16	P17	P18	P19	P20	P21	P22	P23	P24	P25	P26	P27	P28	P29
Allocation/Balance From Prior Year	\$1,800,000	\$1,770,035	\$1,713,182	\$1,657,913	\$1,092,166	\$1,092,166	\$509,844	\$509,844	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197
Annual Interest (estimated at 2.00%)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Balance Due	\$1,818,000	\$1,808,035	\$1,747,445	\$1,691,107	\$1,114,009	\$1,114,009	\$528,041	\$528,041	\$28,194	\$28,194	\$28,194	\$28,194	\$28,194	\$28,194	\$28,194	\$28,194
Payment Allocation (January each year)	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965	\$47,965
Balance Remaining After Payment	\$1,770,035	\$1,713,182	\$1,657,913	\$1,092,166	\$1,092,166	\$509,844	\$509,844	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197	\$10,197

Note: FY15 interest is calculated at 6 months

EXAMPLE USING BOTH DEBT SERVICE REDUCTION DOLLARS AND C.A.F.R. ALLOCATION DOLLARS FOR REPAYMENT

	P14	P15	P16	P17	P18	P19	P20	P21	P22	P23	P24	P25	P26	P27	P28	P29
Allocation/Balance From Prior Year	\$1,800,000	\$1,537,020	\$1,242,491	\$944,794	\$131,769	\$131,769	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635
Annual Interest (estimated at 2.00%)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Balance Due	\$1,818,000	\$1,555,020	\$1,260,491	\$962,794	\$150,000	\$150,000	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635
Payment Allocation (January each year)	\$280,980	\$325,289	\$332,547	\$831,921	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180	\$837,180
Balance Remaining After Payment	\$1,537,020	\$1,242,491	\$944,794	\$131,769	\$131,769	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635	\$2,635

Note: FY15 interest is calculated at 6 months

08 Bond, Matures FY2028	Schools	80%
College	20%	
2009A Bond, Matures FY2029	Schools	74.5763%
College	25.4237%	
2009B Bond, Matures FY2018	Schools	76%
College	24%	
2012 Bond, Matures FY2017	Schools	52.1739%
College	47.8261%	

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: VI-B: Revised Decline in Debt Service

Department: Administration

Fund: General Fund 100

Presenter(s): Tami Golden

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

- As part of our budget process, we have identified funds for the schools and college to transfer to Capital Reserve Funds which is the original decline in education debt service and the College Funding Formula prior to the Educational Bond Refunding.
- The non-educational decline in debt service, which consists of the RRPSC (Rick Rhyne Public Safety Center and the SAN (Storage Area Network) lease, has been budgeted as a transfer to Capital Reserve for the Courts.
- Additional funds after the educational bond refunding which took place on May 31, 2016 will also be designated as a transfer to Capital Reserve for the Courts.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

- Resolution to update the Sandhills Community College funding formula and have all sources of the college funding formula combined into one resolution
- Resolution including a funding formula for Moore County Schools
- Resolution which designates any decline in the debt service from the educational bond refunding that was held on May 31, 2016 be designated for the Courts.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

- Same as above and a timeline of resolutions for future Board Meetings

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Spreadsheet showing the decline in debt service amounts

**Revised Decline in Debt Service after Education Bond Refunding
Work Session September 8, 2016**

Fiscal Year	Schools-Decline in Debt Service prior to and after Refunding-to Capital Reserve	College-Decline in Debt Service prior to and after Refunding-to Capital Reserve	Courts - Decline in Non Educational Debt Service	After Bond Refunding - GO Educational Bonds - Savings to Courts Project	Total Courts Project Reserve Accumulated
FY16/17	\$208,290	\$89,530	\$90,019	\$249,499	\$339,518
FY17/18	\$1,386,540	\$598,906	\$359,825	\$147,043	\$846,386
FY18/19	\$1,315,331	\$604,165	\$891,925	\$362,043	\$2,100,354
FY19/20	\$1,435,276	\$636,782	\$931,925	\$507,281	\$3,539,560
FY20/21	\$1,140,760	\$571,886	\$1,152,800	\$511,693	\$5,204,053
FY21/22	\$460,664	\$318,444	\$1,224,050	\$510,481	\$6,938,584
FY22/23	\$620,510	\$364,237	\$1,295,300	\$510,593	\$8,744,477
FY23/24	\$783,170	\$410,732	\$1,366,550	\$514,237	\$10,625,264
FY24/25	\$948,917	\$457,660	\$1,432,800	\$511,962	\$12,570,026
FY25/26	\$1,112,470	\$504,732	\$1,490,000	\$511,338	\$14,571,364
FY26/27	\$1,274,150	\$551,164	\$1,541,837	\$513,725	\$16,626,926
FY27/28	\$1,437,834	\$598,280	\$2,378,675	\$513,926	\$19,519,527
FY28/29	\$3,618,332	\$1,128,582	\$2,415,925	\$194,627	\$22,130,079
FY29/30	\$5,533,171	\$1,781,368	\$2,447,925		\$24,578,004
FY30/31	\$5,533,171	\$1,781,368	\$2,479,925		\$27,057,929

Assumptions:

Decline for Schools and College is the same before and after refunding Education Bonds Refunded 2008 and 2009 GO Bonds for Schools and College on May 31, 2016
 Benchmark for Schools and College is from FY13/14
 Benchmark for Courts is from FY15/16, \$3,151,925 (RRPSC, San Lease and Roll off Trucks)
 San Lease paid FY16/17, Roll off trucks paid FY15/16

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: VI-C: Moore County Schools

Department: Administration

Fund: General Fund 100

Presenter(s): Wayne Vest, Tami Golden

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Davenport will be providing an update to the School Capital Planning Analysis for the top 4 Moore County School projects, Advanced Career Center, New Area I K-5 Elementary School (WP), New Area III K-5 Elementary School (AB), and New Area III Elementary School (SP). Discussions continue to take place on the sources of funding for these projects, by showing different funding scenarios. The analysis will have two scenarios, a 15 year and 20 year term. Each scenario will have 3 cases which consist of debt service funding, using 50% of existing capital and debt funding the balance or using 100% cash capital and debt funding the balance.

The spreadsheet labeled Moore County Schools Projects will show the top 4 priorities and the costs associated for each with site acquisition costs and architect and engineering costs coming from the NC State Lottery Funds totaling approximately \$7,908,300. Construction, Furniture and Equipment and Contingency would come from County funding totaling approximately \$111,532,082. The spreadsheets will show the lottery fund activities since 6/30/14 forward and the lottery funds available to spend on the site acquisition and architect and engineering costs to date. The schools have allocated \$594,365 from the existing bond funds available to assist in funding these projects.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

Request the Board review the information provided on the Davenport potential funding sources and determine any parameters to be met in order to proceed with funding the school projects.

Request the Board provide guidance as to the timing of bringing projects forward for consideration. For example, after project 1 reaches XX% completion that will prompt action for bringing project 2 to the Board of Commissioners for consideration.

Recommend the Board consider which strategy or combination of capital and debt service funding to proceed with for project 1, the Advanced Career Center (ACC).

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Davenport Study Moore County Schools Projects
- Spreadsheet of Top 4 Priorities School Projects, Costs estimates
- Status of Lottery Funds Available
- Cost of Recent School Projects (potentially have some comparative information from the schools)

School Capital Planning Analysis

Moore County, North Carolina



September 8, 2016

School Capital Projects Requested



A	B	C	D	E	F	G	H
Project Priority	Estimated Project Construction Budget	Furniture and Equipment	Contingency	Total Construction Costs (B+C+D)	Architect & Engineering Costs ¹	Total Site Acquisition Costs ¹	Total Project Cost/Budget (E+F+G)
1	Advanced Career Center	\$4,145,434	\$892,610	\$30,646,273	\$1,846,500	\$520,600	\$33,013,373
2	New Area I K-5 Elementary School - UPDATED	\$2,456,197	\$801,081	\$27,503,782	\$1,272,000	\$430,600	\$29,206,382
3	New Area III K-5 Elementary School (AB)	\$2,145,447	\$769,949	\$26,434,899	\$1,250,000	\$246,000	\$27,930,899
4	New Area III Elementary School (SP)	\$2,145,447	\$784,868	\$26,947,129	\$1,272,000	\$1,070,600	\$29,289,729
Total	\$97,391,050	\$10,892,525	\$3,248,507	\$111,532,082	\$5,640,500	\$2,267,800	\$119,440,382

¹ Architect & Engineering Costs and Site Acquisition Costs are assumed to be funded from existing school reserves.

Note: Proposed budgets do not include possible increases due to inflation for those projects completed later in the plan.

Source: Moore County Schools as of 4/4/2016

Potential School Capital Funding Sources

Overview

■ The following sources of funds have been identified as potential funding sources for School capital projects. Actual availability of these funds is subject to discussion and approval by the County Board and School Board.

- 1) Decline in Existing School Debt Service.
- 2) County Capital Reserve Fund Balance.
- 3) Potential Article 46 Quarter Cent Sales Tax (requires voter approval).
- 4) Remaining 2009A General Obligation Public Improvement Bond proceeds available for School capital expenditures.
- 5) North Carolina Education Lottery County Distribution – Accumulated Unallocated Fund Balance.
- 6) North Carolina Education Lottery County Distribution – Annual Distributions.
- 7) Unassigned School Fund Balance.
- 8) Annual School operational savings due to School scheduling modifications.
- 9) Potential operational savings from the replacement of existing School facilities.
- 10) Proceeds from the disposition of existing School facilities.



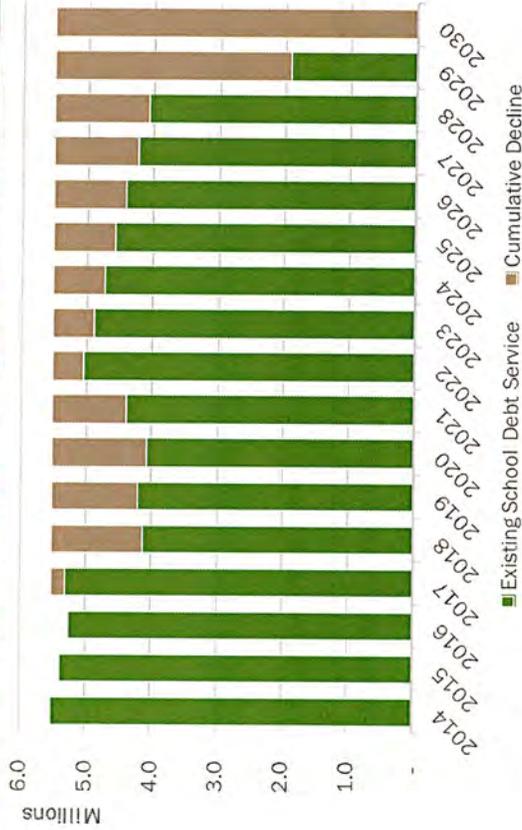
Potential School Capital Funding Sources

County Resources



Decline in Existing School Debt Service (from FY 2014)*

County Capital Reserve Fund Balance



Decline in Debt Service		
FY	Existing School Debt Service	Cumulative Decline
Total	72,379,163	
2014	5,533,171	n/a
2015	5,393,955	n/a*
2016	5,263,063	n/a*
2017	5,324,877	208,294
2018	4,146,631	1,386,540
2019	4,217,840	1,315,331
2020	4,097,895	1,435,276
2021	4,392,411	1,140,760
2022	5,072,507	460,664
2023	4,912,661	620,510
2024	4,750,001	783,170
2025	4,584,254	948,917
2026	4,420,701	1,112,470
2027	4,259,021	1,274,150
2028	4,095,337	1,437,834
2029	1,914,839	3,618,332
2030	-	5,533,171

Fiscal Year	FY 2016 Ending Capital Reserve Balance	Annual Capital Reserve Fund Transfer	Cumulative Capital Reserve Balance
2016	\$ 21,986,278	\$ -	\$ 21,986,278
2017	-	2,000,000	23,986,278
2018	-	2,000,000	25,986,278
2019	-	2,000,000	27,986,278
2020	-	2,000,000	29,986,278
2021	-	2,000,000	31,986,278
2022	-	2,000,000	33,986,278
2023	-	2,000,000	35,986,278
2024	-	2,000,000	37,986,278
2025	-	2,000,000	39,986,278
2026	-	2,000,000	41,986,278
2027	-	2,000,000	43,986,278
2028	-	2,000,000	45,986,278
2029	-	2,000,000	47,986,278
2030	-	2,000,000	49,986,278
2031	-	2,000,000	51,986,278
2032	-	2,000,000	53,986,278
2033	-	2,000,000	55,986,278
2034	-	2,000,000	57,986,278
2035	-	2,000,000	59,986,278
2036	-	2,000,000	61,986,278

* In FY 2015 and 2016, the County provided the declines in debt service to the schools for use in other areas. In June 2016, the County issued General Obligation Refunding Bonds to achieve debt service savings. 78% of the savings were attributable to the Schools, however these savings are not factored into the decline in debt service. The decline in debt service is fixed based on the School's FY 2014 debt service level.

Potential School Capital Funding Sources

County Resources



Article 46 Sales Tax Overview

- The County is considering the implementation of an additional Quarter Cent Sales Tax as outlined under Chapter 105 Article 46 of the North Carolina General Statutes (“Article 46 Sales Tax”).
 - County Staff has estimated that the Article 46 Sales Tax could have generated up to \$2.2 million for FY 2017.
 - For FY 2018 and beyond, a 2.00% annual growth rate is assumed.
- In order to implement the Article 46 Sales Tax, a Countywide referendum must be held and approved by a majority of the citizens.
- The County is considering conducting this referendum in the Fall of 2018. If approved, the County would realize approximately 3 months of Sales Tax in FY 2019 and the first full Fiscal Year of Sales Tax Collections would be realized in FY 2020.

Potential Article 46 Sales Tax Proceeds

Fiscal Year	Article 46 Quarter Cent Sales Tax ¹
2016	\$ -
2017	-
2018	-
2019	572,220
2020	2,334,658
2021	2,381,351
2022	2,428,978
2023	2,477,557
2024	2,527,108
2025	2,577,651
2026	2,629,204
2027	2,681,788
2028	2,735,423
2029	2,790,132
2030	2,845,935
2031	2,902,853
2032	2,960,910
2033	3,020,129
2034	3,080,531
2035	3,142,142
2036	3,204,985

¹ Assumes 2% growth annually.

Potential School Capital Funding Sources

School Resources



- Remaining 2009A General Obligation Public Improvement Bond proceeds.
 - In May 2009, the County issued \$29,500,000 of General Obligation Public Improvement Bonds. As of September 2016, there was a balance of \$3,820,396 remaining. Of the \$3,820,396, \$594,365 is available for land acquisition / architect / design costs, but no bond dollars are available for debt service.
- North Carolina Education Lottery County Distributions.
 - County Lottery distributions are restricted for School capital expenditures (or associated Debt Service).
 - As of July 2016, there was \$763,266 of unallocated lottery distribution available.
 - In FY 2016, the County received an annual distribution of \$876,905 and has received \$100,415 in FY 2017 to date.
 - Current and future lottery funds are available for land acquisition / architect / design costs, but no dollars are available for debt service.
- Available School Fund Balance.
 - As of FY 2015, the School unassigned fund balance was \$3,608,604.
 - For purposes of this analysis, it is assumed that no funds are available to be contributed.
- Potential operational savings due to School scheduling modifications are not included in this analysis.
- Replacement of existing School facilities.
 - As part of the School capital funding program, the County is considering two new facilities that will not replace existing facilities. Additionally two replacement facilities will be built which will allow four existing facilities to be taken off-line.
 - The net operational impact of the projects has not been determined; however, a net increase is expected.
 - The four facilities that would be replaced could be sold and the proceeds used to offset School capital costs.
 - The annual operational savings / costs generated and potential sale proceeds are unknown at this time. The savings, costs, and sale proceeds would not be realized until the existing Schools are replaced.



Available School Capital Funding Sources

■ Based upon discussions with County Staff, the following funding sources have been identified as available for the potential school capital projects under consideration:

A	B	C	D	E	F	G	H	I	J	K	L	M
Fiscal Year	Decline in school Debt Service	County Capital Reserve Fund Adjusted FY 2015 Balance	Annual Transfer	Potential Article 46 Quarter Cent Sales Tax ¹	Remaining 2009A GO Bond proceeds	Lottery Fund Balance	Annual Lottery Distributions	Unassigned School Fund Balance	Operational savings due to School scheduling modifications	Operational savings from new School facilities	Proceeds from the sale of School facilities	Total
2016	n/a	\$ 18,986,278	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,986,278
2017	208,294	-	2,000,000	-	-	-	-	-	-	-	-	2,208,294
2018	1,386,540	-	2,000,000	-	-	-	-	-	-	-	-	3,386,540
2019	1,315,331	-	2,000,000	572,220	-	-	-	-	-	-	-	3,887,551
2020	1,435,276	-	2,000,000	2,334,658	-	-	-	-	-	-	-	5,769,934
2021	1,140,760	-	2,000,000	2,381,351	-	-	-	-	-	-	-	5,522,111
2022	460,664	-	2,000,000	2,428,878	-	-	-	-	-	-	-	4,889,642
2023	620,510	-	2,000,000	2,477,557	-	-	-	-	-	-	-	5,098,067
2024	783,170	-	2,000,000	2,527,108	-	-	-	-	-	-	-	5,310,279
2025	948,917	-	2,000,000	2,577,651	-	-	-	-	-	-	-	5,526,568
2026	1,112,470	-	2,000,000	2,629,204	-	-	-	-	-	-	-	5,741,674
2027	1,274,150	-	2,000,000	2,681,788	-	-	-	-	-	-	-	5,955,938
2028	1,437,834	-	2,000,000	2,735,423	-	-	-	-	-	-	-	6,173,258
2029	3,618,332	-	2,000,000	2,790,132	-	-	-	-	-	-	-	8,408,464
2030	5,533,171	-	2,000,000	2,845,935	-	-	-	-	-	-	-	10,379,106
2031	5,533,171	-	2,000,000	2,902,853	-	-	-	-	-	-	-	10,436,024
2032	5,533,171	-	2,000,000	2,960,910	-	-	-	-	-	-	-	10,494,081
2033	5,533,171	-	2,000,000	3,020,129	-	-	-	-	-	-	-	10,553,300
2034	5,533,171	-	2,000,000	3,080,531	-	-	-	-	-	-	-	10,613,702
2035	5,533,171	-	2,000,000	3,142,142	-	-	-	-	-	-	-	10,675,313
2036	5,533,171	-	2,000,000	3,204,985	-	-	-	-	-	-	-	10,738,156

¹ Assumes 2.0% growth annually.

School Capital Funding Cases



	Case 1: 15 Year Financing	Case 2: 20 Year Financing
Funding / Repayment Assumptions		
1 Decline in existing School Debt Service	Yes	Yes
2		
3 County Capital Reserve Fund Balance		
4 FY 2016 Estimated Capital Reserve Fund Balance Available	\$ 21,986,278	\$ 21,986,278
5 Annual Transfer (FY 2017 and Beyond)	\$ 2,000,000	\$ 2,000,000
6		
7 Potential Article 46 Quarter Cent Sales Tax		
8 Property Tax Reduction	No	No
9 School Percentage	100%	100%
10 Annual Revenue (FY 2020)	\$ 2,334,658	\$ 2,334,658
11		
12 Remaining 2009A GO Bond proceeds	\$ -	\$ -
13		
14 Lottery Fund Balance	\$ -	\$ -
15		
16 Annual Lottery Distributions	\$ -	\$ -
17		
18 Unassigned School Fund Balance Contribution	\$ -	\$ -
19		
20 Operational savings due to School scheduling modifications	\$ -	\$ -
21		
22 Operational savings from new School facilities	\$ -	\$ -
23		
24 Proceeds from the sale of School facilities	\$ -	\$ -
25		
26 Debt Assumptions		
27 Term	15 Years	20 Years
28		
29 Interest Rate ¹	3.25%	4.25%
30		
31 Amortization	Level Principal	Level Principal

¹ Interest rates are preliminary and subject to change.

School Capital Funding Scenarios



- For each of the Funding Cases, we have analyzed the following Funding Scenarios:
 - Scenario A:
 - Issue debt to fund identified School projects (construction, furniture & equipment, and contingency) beginning in FY 2017 and funding one project each year through 2020.
 - Scenario B:
 - Utilize 100% of the County’s Cash Balance upfront to fund all or a portion of the first identified School project in FY 2017 and issue debt to fund the remaining identified School projects (construction, furniture & equipment, and contingency) beginning in FY 2017 and funding one project each year through 2020.
 - Scenario C:
 - Utilize 50% of the County’s Cash Balance upfront to fund all or a portion of the first identified School project in FY 2017 and issue debt to fund the remaining identified School projects (construction, furniture & equipment, and contingency) beginning in FY 2017 and funding one project each year through 2020.
- For purposes of this analysis, additional operating costs / savings have not been included in the cash flow model.

School Capital Funding Scenarios – 15 Year Summary



Fiscal Year	Case 1a		Case 1b		Case 1c	
	Annual Capital	Cumulative Capital (FY 17-36)	Annual Capital	Cumulative Capital (FY 17-36)	Annual Capital	Cumulative Capital (FY 17-36)
1 2017	30,645,000	24,194,571	30,645,000	-	30,645,000	12,097,286
2 2018	27,505,000	24,542,149	27,505,000	2,746,872	27,505,000	13,644,510
3 2019	-	22,729,555	-	3,281,152	-	13,005,354
4 2020	26,435,000	22,925,336	26,435,000	5,771,385	26,435,000	14,348,361
5 2021	26,945,000	20,377,816	26,945,000	5,465,895	26,945,000	12,921,855
6 2022	-	14,709,047	-	1,986,735	-	8,347,891
7 2023	-	9,490,353	-	(1,094,772)	-	4,197,790
8 2024	-	4,725,518	-	(3,774,841)	-	475,338
9 2025	-	418,621	-	(6,049,395)	-	(2,815,387)
10 2026	-	(3,431,522)	-	(7,919,615)	-	(5,675,568)
11 2027	-	(6,825,752)	-	(9,386,344)	-	(8,106,048)
12 2028	-	(9,761,014)	-	(10,446,527)	-	(10,103,771)
13 2029	-	(10,219,422)	-	(9,082,277)	-	(9,650,850)
14 2030	-	(8,465,540)	-	(5,558,159)	-	(7,011,849)
15 2031	-	(6,413,091)	-	(2,229,653)	-	(4,100,493)
16 2032	-	(4,060,936)	-	(1,787,895)	-	(915,642)
17 2033	-	635,085	-	6,925,674	-	3,780,380
18 2034	-	7,400,427	-	13,691,015	-	10,545,721
19 2035	-	14,343,035	-	20,633,624	-	17,488,329
20 2036	-	23,226,477	-	29,517,065	-	26,371,771
21 Total Cash Funding	-	-	24,194,571	-	12,097,286	-
22 Total Debt Funding	111,530,000	-	87,335,429	-	99,432,714	-
23 Total Interest	28,997,800	-	22,707,211	-	25,852,506	-
24 Total Debt Service	140,527,800	-	110,042,640	-	125,285,220	-
25 Total Capital Funding Cost	140,527,800	-	134,237,211	-	137,382,506	-
26 Potential Adjustments	-	-	-	-	-	-
27 Additional Reserves Required	10,219,422	(FY 2026 - 2029)	10,446,527	(FY 2023 - 2028)	10,103,771	(FY 2025 - 2028)
28 Reduction in Project Cost Required	10,045,641 - 15,047,813		10,629,289 - 16,702,176		10,398,392 - 15,576,214	
29 Delay in Projects Required	5 Years (Project 4)		5 Years (Project 4)		5 Years (Project 4)	
30 Key Debt Ratios	Policy	Worst Shown	Years out of Compliance	Policy	Worst Shown	Years out of Compliance
31 10 Year Payout	55.00%	73.14%	0	55.00%	74.91%	0
32 Debt to AV	2.00%	1.20%	0	2.00%	1.13%	0
33 DS to Expenditures	15.00%	16.94%	4	15.00%	16.12%	3



School Capital Funding Scenarios – 20 Year Summary

Fiscal Year	Case 2a		Case 2b		Case 2c	
	Annual Capital	Cumulative Surplus / (Deficit)	Annual Capital	Cumulative Surplus / (Deficit)	Annual Capital	Cumulative Surplus / (Deficit)
1 2017	30,645,000	24,194,571	30,645,000	-	30,645,000	12,097,286
2 2018	27,505,000	24,746,449	27,505,000	2,789,875	58,150,000	13,768,162
3 2019	-	23,320,245	-	3,550,256	58,150,000	13,435,250
4 2020	26,435,000	23,899,993	26,435,000	6,285,175	84,585,000	15,082,584
5 2021	26,945,000	21,910,250	26,945,000	6,359,189	111,530,000	14,134,719
6 2022	-	16,975,368	-	3,456,651	111,530,000	10,216,009
7 2023	-	12,485,912	-	948,126	111,530,000	6,717,019
8 2024	-	8,445,669	-	(1,162,600)	111,530,000	3,641,535
9 2025	-	4,858,717	-	(2,871,449)	111,530,000	993,634
10 2026	-	1,723,872	-	(4,179,603)	111,530,000	(1,227,865)
11 2027	-	(959,707)	-	(5,087,906)	111,530,000	(3,023,806)
12 2028	-	(3,188,965)	-	(5,593,301)	111,530,000	(4,391,133)
13 2029	-	(2,946,016)	-	(3,677,902)	111,530,000	(3,311,959)
14 2030	-	(495,425)	-	393,726	111,530,000	(50,849)
15 2031	-	2,249,087	-	4,707,860	111,530,000	3,478,474
16 2032	-	5,288,657	-	9,285,640	111,530,000	7,277,149
17 2033	-	8,624,447	-	14,068,225	111,530,000	11,346,336
18 2034	-	12,257,640	-	19,116,801	111,530,000	15,687,221
19 2035	-	16,189,445	-	24,412,575	111,530,000	20,301,010
20 2036	-	20,421,095	-	29,956,780	111,530,000	25,188,937
21						
22 Total Cash Funding	-	-	24,194,571	-	12,097,286	-
23						
24 Total Debt Funding	111,530,000	-	87,335,429	-	99,432,714	-
25 Total Interest	49,770,263	-	38,973,435	-	44,371,849	-
26 Total Debt Service	161,300,263	-	126,308,864	-	143,804,563	-
27						
28 Total Capital Funding Cost	161,300,263	-	150,503,435	-	155,901,849	-
29						
30 Potential Adjustments						
31 Additional Reserves Required	3,188,965	(FY 2027 - 2028)	5,593,301	(FY 2024 - 2028)	4,391,133	(FY 2026 - 2028)
32 Reduction in Project Cost Required	3,540,836 - 5,289,596		6,210,466 - 9,725,985		4,875,651 - 7,283,655	
33 Delay in Projects Required	2 Years (Project 4)		3 Years (Project 4)		3 Years (Project 4)	
34						
35 Key Debt Ratios	Policy	Worst Shown	Years out of Compliance	Policy	Worst Shown	Years out of Compliance
36 10 Year Payout	55.00%	67.22%	0	55.00%	67.81%	0
37 Debt to AV	2.00%	1.22%	0	2.00%	1.14%	0
38 DS to Expenditures	15.00%	16.04%	2	15.00%	15.26%	1

Observations



- The County will need to consider the timing of bidding and permitting for the proposed projects in conjunction with issuing debt to finance the projects.
- Project inflation costs should be considered in the capital planning process.
- Operating costs / savings should be considered in the capital planning process.
- Depending upon the financing term for the school capital projects, the following can be accomplished:
 - 15 year funding scenario: Fund 3 of the requested schools by FY 20 and all requested schools by FY 26.
 - 20 year funding scenario: Fund 3 of the requested schools by FY 20 and all requested schools by FY 23.
- Lengthening the financing, while accelerating the funding of the requested schools, comes with increased interest expense.



Comparison of Cases by Funding Scenario

School Capital Funding Scenarios – Scenario A Comparisons



Fiscal Year	Case 1a - 15 Year Financing		Case 2a - 20 Year Financing	
	Annual Capital	Cumulative Capital (FY 17-36)	Annual Capital	Cumulative Capital (FY 17-36)
1 2017	30,645,000	24,194,571	30,645,000	24,194,571
2 2018	27,505,000	24,542,149	27,505,000	24,746,449
3 2019	-	22,729,555	-	23,320,245
4 2020	26,435,000	22,925,336	26,435,000	23,899,993
5 2021	26,945,000	20,377,816	26,945,000	21,910,250
6 2022	-	14,709,047	-	16,975,368
7 2023	-	9,490,353	-	12,485,912
8 2024	-	4,725,518	-	8,445,669
9 2025	-	418,621	-	4,858,717
10 2026	-	(3,431,522)	-	1,723,872
11 2027	-	(6,825,752)	-	(959,707)
12 2028	-	(9,761,014)	-	(3,188,965)
13 2029	-	(10,219,422)	-	(2,946,016)
14 2030	-	(8,465,540)	-	(495,425)
15 2031	-	(6,413,091)	-	2,249,087
16 2032	-	(4,060,936)	-	5,288,657
17 2033	-	635,085	-	8,624,447
18 2034	-	7,400,427	-	12,257,640
19 2035	-	14,343,035	-	16,189,445
20 2036	-	23,226,477	-	20,421,095
21				
22 Total Cash Funding				
23				
24 Total Debt Funding	111,530,000		111,530,000	
25 Total Interest	28,997,800		49,770,263	
26 Total Debt Service	140,527,800		161,300,263	
27				
28 Total Capital Funding Cost	140,527,800		161,300,263	
29				
30 Potential Adjustments				
31 Additional Reserves Required	10,219,422 (FY 2026 - 2029)		3,188,965 (FY 2027 - 2028)	
32 Reduction in Project Cost Required	10,045,641 - 15,047,813		3,540,836 - 5,289,596	
33 Delay in Projects Required	5 Years (Project 4)		2 Years (Project 4)	
34				
35 Key Debt Ratios	Policy	Worst Shown	Years out of Compliance	Policy
36 10 Year Payout	55.00%	73.14%	0	55.00%
37 Debt to AV	2.00%	1.20%	0	2.00%
38 DS to Expenditures	15.00%	16.94%	4	15.00%
				67.22%
				1.22%
				16.04%
				0
				0
				2



School Capital Funding Scenarios – Scenario B Comparisons

Fiscal Year	Case 1b - 15 Year Financing		Case 2b - 20 Year Financing			
	Annual Capital (FY 17-36)	Cumulative Capital / Surplus / (Deficit)	Annual Capital	Cumulative Capital / Surplus / (Deficit)		
1 2017	30,645,000	-	30,645,000	-		
2 2018	27,505,000	2,746,872	27,505,000	2,789,875		
3 2019	-	3,281,152	-	3,550,256		
4 2020	26,435,000	5,771,385	26,435,000	6,285,175		
5 2021	26,945,000	5,465,895	26,945,000	6,359,189		
6 2022	-	1,986,735	-	3,456,651		
7 2023	-	(1,094,772)	-	948,126		
8 2024	-	(3,774,841)	-	(1,162,600)		
9 2025	-	(6,049,395)	-	(2,871,449)		
10 2026	-	(7,919,615)	-	(4,179,603)		
11 2027	-	(9,386,344)	-	(5,087,906)		
12 2028	-	(10,446,527)	-	(5,593,301)		
13 2029	-	(9,082,277)	-	(3,677,902)		
14 2030	-	(5,558,159)	-	393,726		
15 2031	-	(1,787,895)	-	4,707,860		
16 2032	-	2,229,653	-	9,265,640		
17 2033	-	6,925,674	-	14,068,225		
18 2034	-	13,691,015	-	19,116,801		
19 2035	-	20,633,624	-	24,412,575		
20 2036	-	29,517,065	-	29,956,780		
21						
22 Total Cash Funding	24,194,571		24,194,571			
23						
24 Total Debt Funding	87,335,429		87,335,429			
25 Total Interest	22,707,211		38,973,435			
26 Total Debt Service	110,042,640		126,308,864			
27						
28 Total Capital Funding Cost	134,237,211		150,503,435			
29						
30 Potential Adjustments						
31 Additional Reserves Required	10,446,527 (FY 2023 - 2028)		5,593,301 (FY 2024 - 2028)			
32 Reduction in Project Cost Required	10,629,289 - 16,702,176		6,210,466 - 9,725,985			
33 Delay in Projects Required	5 Years (Project 4)		3 Years (Project 4)			
34						
35 Key Debt Ratios	Policy	Worst Shown	Years out of Compliance	Policy	Worst Shown	Years out of Compliance
36 10 Year Payout	55.00%	77.21%	0	55.00%	68.51%	0
37 Debt to AV	2.00%	1.05%	0	2.00%	1.06%	0
38 DS to Expenditures	15.00%	15.29%	1	15.00%	14.47%	0



School Capital Funding Scenarios – Scenario C Comparisons

Fiscal Year	Case 1c - 15 Year Financing		Case 2c - 20 Year Financing	
	Annual Capital	Cumulative Capital (FY 17-36)	Annual Capital	Cumulative Capital (FY 17-36)
1 2017	30,645,000	30,645,000	30,645,000	30,645,000
2 2018	27,505,000	58,150,000	27,505,000	58,150,000
3 2019	-	58,150,000	-	58,150,000
4 2020	26,435,000	84,585,000	26,435,000	84,585,000
5 2021	26,945,000	111,530,000	26,945,000	111,530,000
6 2022	-	111,530,000	-	111,530,000
7 2023	-	111,530,000	-	111,530,000
8 2024	-	111,530,000	-	111,530,000
9 2025	-	111,530,000	-	111,530,000
10 2026	-	111,530,000	-	111,530,000
11 2027	-	111,530,000	-	111,530,000
12 2028	-	111,530,000	-	111,530,000
13 2029	-	111,530,000	-	111,530,000
14 2030	-	111,530,000	-	111,530,000
15 2031	-	111,530,000	-	111,530,000
16 2032	-	111,530,000	-	111,530,000
17 2033	-	111,530,000	-	111,530,000
18 2034	-	111,530,000	-	111,530,000
19 2035	-	111,530,000	-	111,530,000
20 2036	-	111,530,000	-	111,530,000
21				
22 Total Cash Funding		12,097,286		12,097,286
23				
24 Total Debt Funding		99,432,714		99,432,714
25 Total Interest		25,852,506		44,371,849
26 Total Debt Service		125,285,220		143,804,563
27				
28 Total Capital Funding Cost		137,382,506		155,901,849
29				
30 Potential Adjustments				
31 Additional Reserves Required		10,103,771 (FY 2025 - 2028)		4,391,133 (FY 2026 - 2028)
32 Reduction in Project Cost Required		10,398,392 - 15,576,214		4,875,651 - 7,283,655
33 Delay in Projects Required		5 Years (Project 4)		3 Years (Project 4)
34				
35 Key Debt Ratios	Policy	Worst Shown	Worst Shown	Years out of Compliance
36 10 Year Payout	55.00%	74.91%	67.81%	0
37 Debt to AV	2.00%	1.13%	2.00%	0
38 DS to Expenditures	15.00%	16.12%	15.00%	1



Case Details



School Capital Funding Capacity – Case 1c (15 Year Financing)

15 Year Amortization & 3.25% Interest Rate – Cash (50%) / Debt Fund Identified School Projects

FY	A B C			D E F G H I J K L M N O P Q R S T														
	Debt Service	Capital Reserve Balance and Transfer ¹	Potential Arrears 46 Quarter Court Sales Tax ²	Remaining 2019A GO Bond Proceeds	Funds Available for School Capital	Unassigned School Fund Balance	Operational savings due to School scheduling modifications	Annual Funds Available for Capital	Cash Capital	Annual Debt Service	Total Capital	Supplies (Column M)	Capital Reserve Utilized	Cumulative Surplus/(Deficit)	Cash Capital	Debt Capital	Total Capital	Cumulative Capital
2014	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2015	-	21,986,278	-	-	21,986,278	-	-	21,986,278	12,097,286	-	12,097,286	21,986,278	-	21,986,278	-	-	-	-
2016	208,294	2,000,000	-	-	2,208,294	-	-	24,194,571	-	-	12,097,286	(9,888,992)	(9,888,992)	12,097,286	18,547,714	30,645,000	30,645,000	
2017	1,396,640	2,000,000	-	-	3,386,640	27,583,111	-	31,969,751	1,839,315	1,839,315	4,526,707	4,526,707	13,644,510	13,644,510	27,505,000	27,505,000	58,150,000	
2018	1,331,331	2,000,000	572,220	-	3,887,551	31,466,682	-	35,354,233	4,526,707	4,526,707	9,053,414	9,053,414	22,697,924	22,697,924	50,102,924	50,102,924	100,255,848	
2019	1,436,276	2,000,000	2,334,668	-	5,769,934	37,238,595	-	42,008,529	4,426,927	4,426,927	8,853,856	8,853,856	31,551,780	31,551,780	81,654,704	81,654,704	163,309,408	
2020	1,440,760	2,000,000	2,381,351	-	6,222,111	42,760,707	-	49,002,818	9,948,617	9,948,617	19,802,435	19,802,435	51,354,213	51,354,213	103,009,122	103,009,122	206,018,344	
2021	460,664	2,000,000	2,428,978	-	4,889,642	47,650,348	-	52,540,000	9,463,606	9,463,606	19,264,036	19,264,036	70,618,254	70,618,254	119,282,290	119,282,290	238,564,580	
2022	620,510	2,000,000	2,477,567	-	5,098,067	52,748,415	-	57,846,482	9,248,168	9,248,168	18,490,274	18,490,274	89,108,528	89,108,528	127,598,802	127,598,802	266,167,604	
2023	783,170	2,000,000	2,527,108	-	5,310,279	58,056,694	-	63,366,973	9,032,731	9,032,731	17,457,543	17,457,543	106,566,066	106,566,066	144,023,609	144,023,609	290,190,215	
2024	948,917	2,000,000	2,577,651	-	5,526,568	63,634,345	-	69,161,513	8,817,293	8,817,293	16,570,250	16,570,250	123,136,316	123,136,316	169,606,865	169,606,865	319,797,080	
2025	1,112,470	2,000,000	2,629,204	-	5,741,674	69,263,639	-	75,005,213	8,601,855	8,601,855	15,708,395	15,708,395	138,844,711	138,844,711	194,551,506	194,551,506	364,342,586	
2026	1,274,150	2,000,000	2,681,788	-	5,956,938	75,285,424	-	81,242,362	8,386,418	8,386,418	14,821,977	14,821,977	153,666,689	153,666,689	208,488,605	208,488,605	412,831,191	
2027	1,437,834	2,000,000	2,735,423	-	6,173,258	81,456,131	-	88,629,389	8,170,980	8,170,980	13,950,997	13,950,997	167,617,686	167,617,686	222,589,595	222,589,595	455,407,281	
2028	3,618,332	2,000,000	2,790,132	-	8,408,464	89,866,595	-	98,275,059	7,955,543	7,955,543	13,005,454	13,005,454	180,623,140	180,623,140	235,594,733	235,594,733	490,917,974	
2029	5,533,171	2,000,000	2,845,983	-	10,379,106	100,245,701	-	110,624,807	7,740,105	7,740,105	12,165,349	12,165,349	192,788,489	192,788,489	247,753,634	247,753,634	518,672,118	
2030	5,533,171	2,000,000	2,892,958	-	10,436,024	110,678,725	-	121,114,749	7,524,668	7,524,668	11,340,681	11,340,681	204,129,170	204,129,170	255,278,302	255,278,302	563,950,420	
2031	5,533,171	2,000,000	2,940,910	-	10,494,081	121,173,607	-	132,167,560	7,309,230	7,309,230	10,531,451	10,531,451	214,660,621	214,660,621	262,837,532	262,837,532	596,797,952	
2032	5,533,171	2,000,000	2,990,910	-	10,553,300	132,172,106	-	143,310,860	7,097,278	7,097,278	9,722,173	9,722,173	224,382,794	224,382,794	271,564,705	271,564,705	638,362,657	
2033	5,533,171	2,000,000	3,020,129	-	10,613,702	142,940,808	-	154,324,510	6,848,361	6,848,361	8,953,812	8,953,812	233,336,606	233,336,606	280,518,467	280,518,467	688,881,124	
2034	5,533,171	2,000,000	3,060,531	-	10,675,313	153,016,121	-	165,591,834	6,642,609	6,642,609	8,261,203	8,261,203	241,597,809	241,597,809	289,780,016	289,780,016	708,667,840	
2035	5,533,171	2,000,000	3,142,142	-	10,738,156	163,754,277	-	177,346,090	6,447,714	6,447,714	7,569,488	7,569,488	249,167,297	249,167,297	298,227,530	298,227,530	738,895,370	
2036	5,533,171	2,000,000	3,204,985	-	10,802,255	174,556,532	-	189,603,345	6,249,837	6,249,837	6,919,651	6,919,651	256,086,948	256,086,948	307,147,191	307,147,191	769,042,561	
2037	5,533,171	2,000,000	3,269,084	-	10,867,637	185,424,169	-	201,931,982	6,049,844	6,049,844	6,379,806	6,379,806	262,466,754	262,466,754	315,617,035	315,617,035	790,659,596	
2038	5,533,171	2,000,000	3,334,466	-	10,934,326	196,358,495	-	214,866,308	5,857,278	5,857,278	5,910,529	5,910,529	268,377,283	268,377,283	323,486,813	323,486,813	813,146,409	
2039	5,533,171	2,000,000	3,401,155	-	11,002,349	207,860,844	-	228,388,653	5,675,278	5,675,278	5,517,251	5,517,251	270,890,534	270,890,534	335,962,064	335,962,064	846,708,473	
2040	5,533,171	2,000,000	3,469,178	-	11,071,733	218,932,577	-	242,420,426	5,517,251	5,517,251	5,112,000	5,112,000	273,002,534	273,002,534	348,074,315	348,074,315	880,782,788	
2041	5,533,171	2,000,000	3,538,562	-	11,142,504	229,976,082	-	257,078,094	5,324,609	5,324,609	4,707,750	4,707,750	274,700,284	274,700,284	360,172,064	360,172,064	914,954,852	
2042	5,533,171	2,000,000	3,609,333	-	11,214,691	242,078,094	-	272,842,785	5,144,691	5,144,691	4,292,500	4,292,500	275,412,785	275,412,785	371,364,785	371,364,785	950,319,637	
2043	5,533,171	2,000,000	3,681,520	-	11,288,321	255,151,518	-	292,001,106	5,000,000	5,000,000	3,877,250	3,877,250	276,289,956	276,289,956	381,662,250	381,662,250	987,981,887	
2044	5,533,171	2,000,000	3,755,150	-	11,363,424	268,398,714	-	312,544,547	4,817,150	4,817,150	3,460,000	3,460,000	276,829,956	276,829,956	392,119,956	392,119,956	1,027,101,843	
2045	5,533,171	2,000,000	3,830,253	-	11,440,029	286,998,714	-	334,544,547	4,659,959	4,659,959	3,040,000	3,040,000	277,870,000	277,870,000	402,169,956	402,169,956	1,073,271,800	
2046	5,533,171	2,000,000	3,906,868	-	11,518,166	309,976,740	-	357,522,740	4,517,150	4,517,150	2,610,000	2,610,000	278,480,000	278,480,000	411,780,000	411,780,000	1,120,451,800	
2047	5,533,171	2,000,000	3,984,995	-	11,597,866	331,438,821	-	381,960,740	4,377,150	4,377,150	2,160,000	2,160,000	279,640,000	279,640,000	420,150,000	420,150,000	1,169,601,800	
2048	5,533,171	2,000,000	4,064,695	-	11,679,160	354,882,821	-	406,422,740	4,240,000	4,240,000	1,690,000	1,690,000	280,830,000	280,830,000	428,420,000	428,420,000	1,219,021,800	
2049	5,533,171	2,000,000	4,145,989	-	11,762,080	379,238,330	-	431,862,740	4,110,000	4,110,000	1,220,000	1,220,000	282,050,000	282,050,000	435,530,000	435,530,000	1,278,551,800	
2050	5,533,171	2,000,000	4,228,909	-	11,846,658	404,576,479	-	458,990,740	3,990,000	3,990,000	720,000	720,000	283,770,000	283,770,000	442,530,000	442,530,000	1,338,081,800	
2051	5,533,171	2,000,000	4,313,487	-	11,932,928	434,218,407	-	488,000,740	3,870,000	3,870,000	220,000	220,000	285,570,000	285,570,000	449,000,000	449,000,000	1,397,611,800	
2052	5,533,171	2,000,000	4,399,751	-	12,020,923	465,218,407	-	518,000,740	3,760,000	3,760,000	600,000	600,000	287,170,000	287,170,000	455,000,000	455,000,000	1,457,641,800	
2053	5,533,171	2,000,000	4,487,752	-	12,110,678	497,350,008	-	548,000,740	3,650,000	3,650,000	400,000	400,000	288,570,000	288,570,000	460,000,000	460,000,000	1,517,671,800	
2054	5,533,171	2,000,000	4,577,520	-	12,202,228	531,552,237	-	578,000,740	3,540,000	3,540,000	200,000	200,000	289,770,000	289,770,000	464,000,000	464,000,000	1,578,701,800	
2055	5,533,171	2,000,000	4,669,087	-	12,295,609	567,847,846	-	608,000,740	3,430,000	3,430,000	0	0	290,770,000	290,770,000	467,000,000	467,000,000	1,640,731,800	
2056	5,533,171	2,000,000	4,762,438	-	12,390,858	609,393,847	-	638,000,740	3,320,000	3,320,000	0	0	291,770,000	291,770,000	469,000,000	469,000,000	1,703,761,800	
2057	5,533,171	2,000,000	4,857,697	-	12,488,000	653,687,846	-	668,000,740	3,210,000	3,210,000	0	0	292,770,000	292,770,000	470,000,000	470,000,000	1,767,791,800	
2058	5,533,171	2,000,000	4,950,846	-	12,587,000	704,935,846	-	698,000,740	3,100,000	3,100,000	0	0	293,770,000	293,770,000	471,000,000	471,000,000	1,832,821,800	
2059	5,533,171	2,000,000	5,049,995	-	12,686,750	754,935,846	-	728,000,740	3,000,000	3,000,000	0	0	294,770,000	294,770,000	47			



School Capital Funding Capacity – Case 2a (20 Year Financing)

20 Year Amortization & 4.25% Interest Rate – Issue Debt to Fund Identified School Projects

FY	Capital Reserve			Funds Available for School Capital			Operational savings due to School scheduling modifications			Capital and Debt Service Requirements			Cash Flow Surplus (Deficit)			Accumulated School Capital Funding			
	Decline in Total Debt Service	Balance and Transfer ¹	Potential Article 46 Quarter Cert Sales Tax ²	Remaining 2009A GO Bond Proceeds	Unassigned School Fund Balance	Lottery Fund Balance and Annual Distributions	Unassigned School Fund Balance	Operational savings due to School scheduling modifications	Capital	Funds Available for Capital	Cash Capital	Annual Debt Service	Total Capital	Surplus/(Deficit) Column M	Capital Reserve Utilized	Cumulative Surplus/(Deficit)	Cash Capital	Debt Capital	Total Capital
2014																			
2015																			
2016																			
2017																			
2018																			
2019																			
2020																			
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2052																			
2053																			
2054																			
2055																			
2056																			
2057																			
Total																			

¹ Includes \$18,986,278 of Capital Reserve Balance and \$3,000,000 transferred in 2016. Assumes \$2,000,000 is transferred in FY 2017 and beyond.
² Assumes 2.0% growth annually.

Note: Assumes proposed debt issues are amortized with a level principal structure over 20 years at a 4.25% interest rate.
Source: LGC Bond Ledger and 2015 CAFR



Appendix A

School Master Facilities Plan

Moore County Schools Projects
Phase I

September 8, 2016 Commissioner Work Session

Steps	Move to Project #	Priority	Square Footage	Site Acquisition Costs	Architect & Engineering Costs	Total Site Acquisition/Architect & Engineering Costs	Construction Costs	Furniture and Equipment	Contingency	Total Construction/FF&E/C Contingency	Total Project Cost/Budget	Beginning Planning Design	Complete Construction	Open for Students	Net Impact on Facilities	Net Annual Operational Cost Impact
3	1	Advanced Career Center - UPDATED 12/22/15	115,000	\$520,600.00	\$1,846,500.00	\$2,367,100.00	\$25,608,229.20	\$4,145,433.54	\$892,609.88	\$30,646,272.62	\$33,033,372.62	March 1, 2017	May 1, 2019	August 1, 2019	+1	
4	2	New Area I K-5 Elementary School (NPI)-UPDATED 12/22/15	113,772	\$430,600.00	\$1,272,000.00	\$1,702,600.00	\$24,246,503.50	\$2,456,197.18	\$801,081.02	\$27,503,781.70	\$29,206,381.70	March 20, 2017	May 20, 2019	August 20, 2019	+1	
5	3	New Area III K-5 Elementary School (A8)	113,772	\$246,000.00	\$1,250,000.00	\$1,496,000.00	\$23,519,503.50	\$2,145,447.18	\$769,948.52	\$26,434,899.20	\$27,930,899.20	March 20, 2018	May 20, 2020	August 20, 2020	-1	
6	4	New Area III Elementary School (SP) UPDATED 4/4/16	113,772	\$1,070,600.00	\$1,227,000.00	\$2,342,600.00	\$24,016,813.50	\$2,145,447.18	\$784,867.82	\$26,947,128.50	\$29,289,728.50	March 20, 2019	May 20, 2021	August 20, 2021	-1	
		Totals		\$2,267,800.00	\$5,640,500.00	\$7,908,300.00	\$97,391,046.70	\$10,892,525.08	\$3,248,507.24	\$111,532,082.02	\$119,440,382.02				0	\$0.00

Revised information presented at October 12, 2015 School Board Meeting. Updated 12/22/15.
 Sheet updated April 4, 2016, updated for 9/8/16 work session.
 School Board Recommendation Funding, Balances and Notes:

- Remaining bond funds (\$4,096,883); unavailable for pending capital facilities, updated 4/4/2016 available to use \$594,165
- Lottery funds (current balance \$836,830) and future estimated \$878,445/year; unavailable for debt service; available for land acquisition and design cost.
- School Fund Balance: Unavailable for capital facilities
- Operational savings due to scheduling modifications: Not available for capital facilities
- Savings due to replacing school facilities: Not available for capital facilities (no dollars specified in study)
- Proceeds from sale of existing facilities: Are receptive to using for capital facilities (no dollars specified in study)

Total Arch/Eng & Site Acq Costs
\$7,908,300

Total Arch/Eng & Site Acq Costs
 -\$90,000.00 Area III SP Site Eval
 -\$140,000.00 Area I WP Site Eval
 -\$246,000.00 ACC Site Investigate
 -\$30,000.00 Area III AB purchase
 -\$508,454.00 ACC Land Investigate
 -\$42,376.00 Area I WP Site Design
 -\$1,832,500.00 ACC
 \$4,928,970.00 Balance Needed

Lottery \$ Avail Use
 \$2,310,546

Bond Bal Avail Use
 \$594,165
 Less Funds Spent
 Plus other projects
 Plus Earnings FY15/16
 Available to Spend (includes Bond \$)
 Plus Yearly contributions approx FY16/17
 FY17/18
 FY18/19
 FY19/20
 Total Available 6/30/20

Total Available
 \$3,504,911
 -\$2,979,330
 -\$168,116
 \$899,752
 \$1,257,216
 \$2,135,661
 \$3,014,106
 \$3,892,551
 \$4,770,996

Legend
Schools
County
Grand Total



Appendix B

Existing Tax Supported Debt

Existing Tax Supported Debt



Total Tax Supported Debt Service

FY	Principal	Interest	Total
Total	77,876,018	24,754,080	102,630,098
2016	6,661,018	3,339,778	10,000,796
2017	6,855,000	2,870,814	9,725,814
2018	5,255,000	2,719,150	7,974,150
2019	4,750,000	2,543,000	7,293,000
2020	4,600,000	2,355,200	6,955,200
2021	4,930,000	2,159,325	7,089,325
2022	6,040,000	1,912,825	7,952,825
2023	6,065,000	1,610,825	7,675,825
2024	5,945,000	1,446,775	7,391,775
2025	5,830,000	1,285,125	7,115,125
2026	5,840,000	1,007,925	6,847,925
2027	5,850,000	735,588	6,585,588
2028	5,075,000	462,750	5,537,750
2029	2,900,000	209,000	3,109,000
2030	640,000	64,000	704,000
2031	640,000	32,000	672,000

School Debt

FY	Principal	Interest	Total
Total	43,079,830	14,081,342	57,161,173
2016	3,379,554	1,883,509	5,263,063
2017	3,544,479	1,585,211	5,129,690
2018	2,479,010	1,552,100	4,031,110
2019	2,418,491	1,462,929	3,881,421
2020	2,332,709	1,349,239	3,681,947
2021	2,725,381	1,232,603	3,957,985
2022	3,588,484	1,096,334	4,684,818
2023	3,607,923	916,910	4,524,833
2024	3,514,614	844,752	4,359,366
2025	3,421,306	774,459	4,195,765
2026	3,429,082	603,394	4,032,476
2027	3,436,857	431,940	3,868,797
2028	3,444,633	260,097	3,704,730
2029	1,757,307	87,865	1,845,173
2030	-	-	-
2031	-	-	-

County Debt

FY	Principal	Interest	Total
Total	22,091,018	6,633,689	28,724,707
2016	2,136,018	912,601	3,048,619
2017	2,130,000	828,600	2,958,600
2018	2,070,000	722,100	2,792,100
2019	1,600,000	660,000	2,260,000
2020	1,600,000	620,000	2,220,000
2021	1,425,000	574,125	1,999,125
2022	1,425,000	502,875	1,927,875
2023	1,425,000	431,625	1,856,625
2024	1,425,000	360,375	1,785,375
2025	1,430,000	289,125	1,719,125
2026	1,430,000	231,925	1,661,925
2027	1,430,000	180,088	1,610,088
2028	645,000	128,250	773,250
2029	640,000	96,000	736,000
2030	640,000	64,000	704,000
2031	640,000	32,000	672,000

Community College Debt

FY	Principal	Interest	Total
Total	12,705,170	4,039,049	16,744,218
2016	1,145,446	543,668	1,689,114
2017	1,180,521	457,003	1,637,525
2018	705,990	444,950	1,150,940
2019	731,509	420,071	1,151,579
2020	667,291	385,961	1,053,253
2021	779,619	352,597	1,132,215
2022	1,026,516	313,616	1,340,132
2023	1,032,077	262,290	1,294,367
2024	1,005,386	241,648	1,247,034
2025	978,694	221,541	1,200,235
2026	980,918	172,606	1,153,524
2027	983,143	123,560	1,106,703
2028	985,367	74,403	1,059,770
2029	502,693	25,135	527,827
2030	-	-	-
2031	-	-	-

School Debt



\$40,000,000
2008 Public Improvement GO

FY	Coupon	Principal	Interest	Total
Total		3,864,000	1,267,265	5,131,265
2016	3.750%	1,088,000	1,100,265	2,188,265
2017	3.750%	1,296,000	107,800	1,403,800
2018	4.000%	1,480,000	59,200	1,539,200
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Dated Date: 5/28/2008 Next Call: 6/1/2018
 Purpose: Public Improvement (School) Insurance: n/a
 Coupon Dates: Jun 1, Dec 1 Maturity Date: Jun
Based on Bond Ledger percentages

\$29,500,000
2009A Public Improvement GO

FY	Coupon	Principal	Interest	Total
Total		3,225,424	862,819	4,088,243
2016	3.000%	846,441	701,847	1,548,287
2017	3.000%	838,983	78,603	917,586
2018	3.000%	816,610	53,434	870,044
2019	4.000%	723,390	28,936	752,325
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Dated Date: 5/5/2009 Next Call: 6/1/2019
 Purpose: Public Improvement (School) Insurance: n/a
 Coupon Dates: Jun 1, Dec 1 Maturity Date: Jun
Based on Bond Ledger percentages

\$14,050,000
2009B Public Improvement Refunding GO

FY	Coupon	Principal	Interest	Total
Total		2,614,400	122,322	2,736,722
2016	2.750%	1,231,200	75,354	1,306,554
2017	3.000%	1,200,800	41,496	1,242,296
2018	3.000%	182,400	5,472	187,872
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Dated Date: 5/5/2009 Next Call: Non-callable
 Purpose: Public Improvement (School) Insurance: n/a
 Coupon Dates: Jun 1, Dec 1 Maturity Date: Jun
Based on Bond Ledger percentages

School Debt



\$1,705,000

2012 Refunding GO

FY	Coupon	Principal	Interest	Total
Total		422,609	9,028	431,636
2016	1.430%	213,913	6,043	219,956
2017	1.430%	208,696	2,984	211,680
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Dated Date: 8/22/2012

Purpose: Refunding (Schools)

Coupon Dates: Jun 1, Dec 1

Note: **Partial Defeasance of 2003 GO**
Based on Bond Ledger percentages

Dated Date: 8/22/2012

Purpose: Refunding (Schools)

Coupon Dates: Jun 1, Dec 1

Note: **Partial Defeasance of 2003 GO**
Based on Bond Ledger percentages

\$42,380,000

General Obligation Refunding Bonds, Series 2016

FY	Coupon	Principal	Interest	Total
Total		32,953,398	11,819,908	44,773,306
2016				
2017			1,354,327	1,354,327
2018			1,433,994	1,433,994
2019	5.000%	1,695,102	1,433,994	3,129,095
2020	5.000%	2,332,709	1,349,239	3,681,947
2021	5.000%	2,725,381	1,232,603	3,957,985
2022	5.000%	3,588,484	1,096,334	4,684,818
2023	2.000%	3,607,923	916,910	4,524,833
2024	2.000%	3,514,614	844,752	4,359,366
2025	5.000%	3,421,306	774,459	4,195,765
2026	5.000%	3,429,082	603,394	4,032,476
2027	5.000%	3,436,857	431,940	3,868,797
2028	5.000%	3,444,633	260,097	3,704,730
2029	5.000%	1,757,307	87,865	1,845,173
2030				
2031				
2032				
2033				
2034				

Dated Date: 6/21/2016

Purpose: Refunding 2008, 2009A

Coupon Dates: Jun 1 / Dec 1

Note: **Based on Bond Ledger percentages**

County Debt



\$29,830,000

2010 Limited Obligation Bonds

FY	Coupon	Principal	Interest	Total
Total		22,040,000	6,633,088	28,673,088
2016	4.000%	2,085,000	912,000	2,997,000
2017	5.000%	2,130,000	828,600	2,958,600
2018	3.000%	2,070,000	722,100	2,792,100
2019	2.500%	1,600,000	660,000	2,260,000
2020	2.750%	1,600,000	620,000	2,220,000
2021	4.000%	1,425,000	574,125	1,999,125
2022	5.000%	1,425,000	502,875	1,927,875
2023	5.000%	1,425,000	431,625	1,856,625
2024	5.000%	1,425,000	360,375	1,785,375
2025	4.000%	1,430,000	289,125	1,719,125
2026	3.625%	1,430,000	231,925	1,661,925
2027	3.625%	1,430,000	180,088	1,610,088
2028	5.000%	645,000	128,250	773,250
2029	5.000%	640,000	96,000	736,000
2030	5.000%	640,000	64,000	704,000
2031	5.000%	640,000	32,000	672,000
2032		-	-	-
2033		-	-	-

\$244,376

2011 Note Payable (BB&T)

FY	Coupon	Principal	Interest	Total
Total		51,018	601	51,619
2016		51,018	601	51,619
2017		-	-	-
2018		-	-	-
2019		-	-	-
2020		-	-	-
2021		-	-	-
2022		-	-	-
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 10/1/2010

Purpose: Public Safety Complex

Coupon Dates: Jun 1, Dec 1

Dated Date: 6/1/2020

Purpose: n/a

Coupon Dates: Jun

Dated Date: n/a

Purpose: Track Loader

Coupon Dates: Monthly

Next Call: n/a

Insurance: n/a

Maturity Date: n/a

Community College Debt



\$40,000,000

2008 Public Improvement GO

FY	Coupon	Principal	Interest	Total
Total		966,000	316,816	1,282,816
2016	3.750%	272,000	275,066	547,066
2017	3.750%	324,000	26,950	350,950
2018	4.000%	370,000	14,800	384,800
2019		-	-	-
2020		-	-	-
2021		-	-	-
2022		-	-	-
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 5/28/2008

Purpose: Public Improvement (CC)

Coupon Dates: Jun 1, Dec 1

Based on Bond Ledger percentages

Next Call: 6/1/2018

Insurance: n/a

Maturity Date: Jun

\$29,500,000

2009A Public Improvement GO

FY	Coupon	Principal	Interest	Total
Total		1,099,576	294,143	1,393,719
2016	3.000%	288,559	239,266	527,825
2017	3.000%	286,017	26,797	312,814
2018	3.000%	278,390	18,216	296,606
2019	4.000%	246,610	9,864	256,475
2020		-	-	-
2021		-	-	-
2022		-	-	-
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 5/5/2009

Purpose: Public Improvement (CC)

Coupon Dates: Jun 1, Dec 1

Based on Bond Ledger percentages

Next Call: 6/1/2019

Insurance: n/a

Maturity Date: Jun

\$14,050,000

2009B Public Improvement Refunding GO

FY	Coupon	Principal	Interest	Total
Total		825,600	38,628	864,228
2016	2.750%	388,800	23,796	412,596
2017	3.000%	379,200	13,104	392,304
2018	3.000%	57,600	1,728	59,328
2019		-	-	-
2020		-	-	-
2021		-	-	-
2022		-	-	-
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 5/5/2009

Purpose: Public Improvement (CC)

Coupon Dates: Jun 1, Dec 1

Based on Bond Ledger percentages

Next Call: Non-callable

Insurance: n/a

Maturity Date: Jun

Community College Debt



\$1,705,000

2012 Refunding GO

FY	Coupon	Principal	Interest	Total
Total		387,391	8,275	395,667
2016	1.430%	196,087	5,540	201,627
2017	1.430%	191,304	2,736	194,040
2018		-	-	-
2019		-	-	-
2020		-	-	-
2021		-	-	-
2022		-	-	-
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 8/22/2012

Next Call: Non-callable

Purpose: Refunding (CC)

Insurance: n/a

Coupon Dates: Jun 1, Dec 1

Maturity Date: Jun

Note: Partial Defeasance of 2003 GO
Based on Bond Ledger percentages

\$42,380,000

General Obligation Refunding Bonds, Series 2016

FY	Coupon	Principal	Interest	Total
Total		9,426,602	3,381,186	12,807,788
2016		-	-	-
2017		-	387,417	387,417
2018		-	410,206	410,206
2019	5.000%	484,898	410,206	895,105
2020	5.000%	667,291	385,961	1,053,253
2021	5.000%	779,619	352,597	1,132,215
2022	5.000%	1,026,516	313,616	1,340,132
2023	2.000%	1,032,077	262,290	1,294,367
2024	2.000%	1,005,386	241,648	1,247,034
2025	5.000%	978,694	221,541	1,200,235
2026	5.000%	980,918	172,606	1,153,524
2027	5.000%	983,143	123,560	1,106,703
2028	5.000%	985,367	74,403	1,059,770
2029	5.000%	502,693	25,135	527,827
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-

Dated Date: 6/21/2016

Next Call: Non-callable

Purpose: Refunding 2008, 2009A

Insurance: n/a

Coupon Dates: Jun 1 / Dec 1

Maturity Date: Jun 1

Based on Bond Ledger percentages



Richmond Office
One James Center
901 East Cary Street
11th Floor
Richmond, VA 23219

Charlotte Office
Independence Center
101 N. Tryon Street
Suite 1220
Charlotte, NC 28246

Ted Cole
Senior Vice President
804-697-2907
tcole@investdavenport.com

Mitch Brigulio
First Vice President
704-644-5414
mbrigulio@investdavenport.com

Chazzo Habliston
Associate Vice President
704-644-5413
chabliston@investdavenport.com

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Moore County Schools Projects
Phase I

September 8, 2016 Commissioner Work Session

Steps to Project #	Move to Project #	Priority	Square Footage	Site Acquisition Costs	Architect & Engineering Costs	Total Site Acquisition/Architect & Engineering Costs	Construction Costs	Furniture and Equipment	Contingency	Total Construction/FF&E/C Contingency	Total Project Cost/Budget	Beginning Planning Design	Begin Construction	Complete Construction	Open for Students	Net Impact on Facilities
3	1	Advanced Career Center - UPDATED 12/22/15	115,000	\$520,800.00	\$3,846,500.00	\$2,387,100.00	\$25,008,229.20	\$4,145,433.54	\$892,609.88	\$30,646,272.62	\$33,013,372.62	January 2, 2016	July 25, 2017	March 17, 2019	August 20, 2019	+1
4	2	New Area I K-5 Elementary School (W/P) - UPDATED 12/22/15	113,772	\$430,800.00	\$1,272,000.00	\$1,702,600.00	\$24,246,503.50	\$2,456,197.18	\$801,081.02	\$27,503,781.70	\$29,206,381.70	April 1, 2016	September 23, 2017	January 16, 2019	August 20, 2019	+1
5	3	New Area III K-5 Elementary School (AB)	113,772	\$246,000.00	\$1,250,000.00	\$1,496,000.00	\$23,519,503.50	\$2,145,447.18	\$769,948.52	\$26,434,899.20	\$27,930,899.20	September 1, 2017	November 25, 2018	March 19, 2020	August 20, 2020	-1
6	4	New Area III Elementary School (SP) UPDATED 4/4/16	113,772	\$1,070,600.00	\$1,272,000.00	\$2,342,600.00	\$24,016,813.50	\$2,145,447.18	\$784,867.82	\$26,947,128.50	\$29,289,728.50	September 1, 2018	January 24, 2020	March 18, 2021	August 20, 2021	-1
Totals				\$2,267,800.00	\$5,640,500.00	\$7,908,300.00	\$97,391,049.70	\$10,892,525.08	\$3,248,507.24	\$111,532,082.02	\$119,440,382.02					0

Timeline Based on School Provided Information

Revised information presented at October 12, 2015 School Board Meeting. Updated 12/22/15.

Sheet Updated April 4, 2016, and updated for 9/8/16 work session

School Board Recommendation Funding, Balances and Notes:

- Remaining bond funds (\$4,096,888): unavailable for pending capital facilities, updated 4/4/2016 available to use \$594,365
- Lottery funds (current balance \$836,830) and future estimated \$878,445/year: unavailable for debt service; available for land acquisition
- School Fund Balance: Unavailable for capital facilities.
- Operational savings due to scheduling modifications: Not available for capital facilities.
- Savings due to replacing school facilities: Not available for capital facilities (no dollars specified in study)
- Proceeds from sale of existing facilities: Are receptive to using for capital facilities (no dollars specified in study)

Total Arch/Eng & Site Acq Costs
\$7,908,300
-\$90,000.00 Area III SP Site Eval
-\$90,000.00 Area I W/P Site Eval
-\$140,000.00 ACC Site Investigate
-\$246,000.00 Area III AB purchase
-\$300,000.00 ACC Land Investigate
-\$508,454.00 Area I W/P Site Design
-\$42,376.00 Site Invest new Elem
-\$1,832,500.00 ACC
\$4,928,970.00 Balance Needed

Lottery \$6/30/2015	Bond Bal Avail Use	Total Available
\$2,910,546	\$594,365	\$3,504,911
	Less Funds Spent Projects	-\$2,979,330
	Less other Projects	-\$168,116
	Plus Earnings FY15/16	\$899,752
	FY16/17	\$1,257,216
	FY17/18	\$878,445
	FY18/19	\$878,445
	FY19/20	\$878,445
	Total Available 6/30/20	\$4,770,996
	Accumulated \$	\$2,135,661
	Available to Spend (includes Bond \$16/30/2016	\$3,014,106
	Plus Yearly contribute	\$3,892,551

Legend
Schools
County
Grand Total

SCHOOLS ESTIMATED SEQUENCE OF EVENTS FOR COMPLETING 4 PROJECTS IN 5 FISCAL YEARS
 (Based on the Latest Schools Schedule of Information)

Schools Project Timeline									
Project	Begin Financing RFP	Start Construction	Construction period (months)	50% Complete Construction	Begin Next Project	Completed	Open For Students	Recommended Funding Strategy	
ACC	3/2017	7/2017	21	11	?	3/2019	8/2019		
Area I WP	5/2017	9/2017	14	7	?	1/2019	8/2019		
Area III AB	7/2018	11/2018	15	8	?	3/2020	8/2020		
Area III SP	9/2019	1/2020	16	8		5/2021	8/2021		

<u>TIMING</u>	
Month 1	Get Bank RFP (getting construction bids can run parallel to Bank RFP)
Month 2	Get Bids (Bank and Construction): Gives time to switch course to public sale if necessary
Month 3	Go to LGC for approval (Local Government Commission) Must have all bids and permits in hand prior to going to LGC (DPI, County or Town permits, DENR, etc.)
Month 4	Funds in hand and notice to proceed
Month 5	Construction to begin the end of month 4/beginning of month 5

MATCHING DAVENPORT ANALYSIS ESTIMATED SEQUENCE OF EVENTS FOR STARTING 4 PROJECTS IN 5 FISCAL YEARS, COMPLETE ALL IN 6 FISCAL YEARS
 (Based on the Davenport Analysis 9.8.2016)

Schools Project Timeline										
Fiscal Year to Secure Funding In	Project	Begin Financing RFP	Start Construction	Construction period (months)	50% Complete Construction	Begin Next Project	Completed	Open For Students	Recommended Funding Strategy	
FY17	ACC	3/2017	7/2017	21	11	?	3/2019	8/2019	Case IA-Debt 15 Years @ 3.25%	
FY18	Area I WP	5/2017	9/2017	14	7	?	1/2019	8/2019	Case IA-Debt 15 Years @ 3.25%	
FY19	Anticipated Sales Tax Voter Referendum Takes Place, Evaluate Timing Schedule of Projects 3 & 4									
FY20	Area III AB									
FY21	Area III SP									

TIMING	THESE ITEMS MUST BE COMPLETED FOR EACH PROJECT AHEAD OF CONSTRUCTION BEGINNING
Month 1	Get Bank RFP (getting construction bids can run parallel to Bank RFP)
Month 2	Get Bids (Bank and Construction): Gives time to switch course to public sale if necessary
Month 3	Go to LGC for approval (Local Government Commission) Must have all bids and permits in hand prior to going to LGC (DPI, County or Town permits, DENR, etc.)
Month 4	Funds in hand and notice to proceed
Month 5	Construction to begin the end of month 4/beginning of month 5

Work Session September 8, 2016
Lottery Fund Activities

Lottery Fund 470 Available Balance 6/30/2014	<u>\$1,956,578.10</u>
Revenues to Lottery Fund FY14/15	\$925,648.00
Interest Earned Lottery Fund FY14/15 (Interest and Allocations)	\$28,319.75
Lottery Fund 470 Available Balance 6/30/2015	<u>\$2,910,545.85</u>
Revenues to Lottery Fund FY15/16	\$876,905.00
Interest Earned Lottery Fund FY15/16	\$22,846.61
<u>Allocated</u> from Lottery Fund to FY15/16 (new projects)	-\$2,979,330.00
ACC – Architect & Engineering Costs \$1,832,500	
ACC-Site Evaluation \$140,000	
ACC – Site investigation of land donated by SCC \$30,000	
Area I- WP Site Evaluation \$90,000	
Area I – WP Site Design \$508,454	
Area III AB Land Purchase \$246,000	
Area III SP Site Evaluation \$90,000	
Site Investigation New Elem School \$42,376	
Allocated from Lottery Fund FY15/16 (not related to new projects)	-\$168,116.00
Keyless Entry \$92,000	
Control Entry Vestibule \$90,000	
Operable Partitions Elem Schools \$34,000	
Adjustment to SFL relocate san sewer force main -\$47,884	
Balance in Lottery Fund as of 6/30/2016	<u>\$662,851.46</u>
Revenues to Lottery Fund FY16/17	\$100,415.00
Balance in Lottery Fund as of 7/27/2016	<u>\$ 763,266.40</u>

Costs of Recent School Projects

Wednesday, April 13, 2016

DSP NO.	ADMINISTRATIVE UNIT	SCHOOL	BID DATE	BUILDING AREA (s.f.)	COST	SITework	TOTAL COST	PROJ COST .ADM /sq.ft.	ARCHITECT	
920-4805	Wake County	Horton's Creek ES	K-5 2/19/16	102,598	\$14,247,436	7,378,542	\$21,625,978	800	210.78	Walter Robbs Callahan & Pierce Arch-Winston Sale
920-4808	Wake County	Bryan Road Elementary Sch	PK-5 1/12/16	109,432	\$14,216,179	5,276,513	\$19,492,692	800	178.13	Clark Nexsen Architects & Engineers-Raleigh
Year Total:				212,030	\$28,463,615		\$41,118,670		\$193.93 /sq.ft. Average	
130-1266	Cabarrus County	Mount Pleasant Middle	06-08 12/10/15	155,440	\$24,747,000	4,000,000	\$28,747,000	722	184.94	Morris Berg Architects-Charlotte
920-4788	Wake County	River Bend Middle School	6-8 7/17/15	195,400	\$26,396,594	6,513,171	\$32,909,765	1280	168.42	Perkins + Will
670-4797	Onslow County	New Dixon Middle School	6-8 7/16/15	155,187	\$20,658,896	4,239,204	\$24,898,100	1120	160.44	Smith Sinnett Architecture-Raleigh
920-4784	Wake County	Beaverdam Elementary Sch	PreK- 5/15/15	102,598	\$13,866,287	6,015,074	\$19,881,331	800	193.78	Walter Robbs Callahan & Pierce Arch-Winston Sale
600-4786	Mecklenburg County	Nations Ford Elementary Sc	K-5 4/28/15	89,968	\$12,427,713	2,931,791	\$15,359,504	800	170.72	WHN Architects, PA-Charlotte
920-4789	Wake County	New White Oak Elementary	4/22/15	101,486	\$13,522,137	9,384,748	\$22,906,885	1058	225.71	Boomerang Design-Raleigh
600-4790	Mecklenburg County	New Statesville Road Eleme	4/10/15	87,244	\$12,934,530	2,404,787	\$15,339,317	800	175.82	ADW Architects PA-Charlotte
920-4780	Wake County	Oakview Elementary School	k-5 4/8/15	102,406	\$15,241,633	4,584,567	\$19,826,190	800	193.60	Moseley Architects-Morrisville
920-4781	Wake County	Pleasant Grove Elementary	k-5 3/25/15	102,406	\$14,407,126	4,402,230	\$18,809,356	800	183.67	Moseley Architects-Morrisville
110-4785	Buncombe County	Enka Intermediate School	05-06 1/28/15	111,000	\$19,910,517	3,098,620	\$23,010,137	850	207.30	Bowers, Ellis & Watson, Arch, PA-Asheville
920-3387	Wake County	Green Elementary	0K-05 1/13/15	96,057	\$14,445,038	4,140,019	\$18,585,057	664	193.48	Moseley Architects-Morrisville
920-4767	Wake County	Green Level High School	09-12 1/8/15	326,624	\$46,987,937	18,830,176	\$65,818,113	2262	201.51	Fanning/Howey Associates Inc.-Cary
Year Total:				1,625,816	\$235,545,378		\$306,090,755		\$188.27 /sq.ft. Average	
130-4777	Cabarrus County	Odell 3-5 Elementary School	3-5 10/2/14	89,337	\$13,172,681	2,335,019	\$15,507,700	800	173.59	Moseley Architects-Charlotte
920-4768	Wake County	Pine Hollow Middle School	06-08 8/19/14	149,146	\$20,217,809	10,492,378	\$30,710,187	981	205.91	Ratio Architects, Raleigh Studio
920-4775	Wake County	Scotts Ridge Elementary Sc	PK-5 8/12/14	93,855	\$13,133,189	6,282,717	\$19,415,906	800	206.87	Small Kane Webster Conley Architects PA-Raleigh
111-1224	Asheville City	Asheville Middle	06-08 7/29/14	174,695	\$37,275,687	2,843,157	\$40,118,844	900	229.65	Clark Nexsen Architects & Engineers
510-4779	Johnston County	North Johnston Middle Scho	6-8 5/29/14	109,642	\$14,480,196	3,282,730	\$17,762,926	1835	162.01	Hite Associates, PC-Greenville
920-4769	Wake County	South Garner High	09-12 5/29/14	328,979	\$40,412,834	16,821,343	\$57,234,177	2262	173.98	Boomerang Design-Raleigh
920-4771	Wake County	Abbotts Creek Elementary	K-5 5/1/14	103,658	\$12,281,761	4,866,811	\$17,148,572	800	165.43	Clark Nexsen Architects & Engineers
960-4774	Wayne County	Spring Creek Middle School	5-8 5/1/14	97,914	\$19,303,469	3,363,992	\$22,667,461	650	231.50	SFL+A Architects-Raleigh
960-4773	Wayne County	Grantham Middle School	05-08 5/1/14	93,150	\$18,242,800	2,523,377	\$20,766,177	650	222.93	SFL+A Architects-Raleigh
600-4716	Mecklenburg County	Highland Creek Relief Elem	0K-05 2/28/14	84,667	\$10,630,914	2,936,142	\$13,567,056	800	160.24	WHN Architects, PA-Charlotte
600-4693	Mecklenburg County	Hickory Grove Relief Eleme	PK-05 1/10/14	109,978	\$13,149,608	3,476,944	\$16,626,552	1120	151.18	Cort Architectural Group PA-Asheville
Year Total:				1,435,021	\$212,300,948		\$271,525,558		\$189.21 /sq.ft. Average	
111-1218	Asheville City	Isaac Dickson Elementary	0K-05 8/15/13	77,169	\$15,168,559	1,557,774	\$16,726,333	525	216.75	Innovative Design Inc-Raleigh
410-4760	Gulford County	George C. Simkins, Jr. Elem	PK-5 5/21/13	94,000	\$14,754,234	1,550,335	\$16,304,569	700	173.45	Pinnacle Architecture PA-Matthews
920-4757	Wake County	Apex Friendship High School	9-12 4/25/13	315,752	\$34,595,580	13,710,966	\$48,406,546	2223	153.31	Little Diversified Architectural Consulting-Durham
920-4759	Wake County	Richland Creek Elementary	PK-6 3/6/13	96,643	\$12,319,270	3,681,783	\$16,001,053	754	165.57	Small Kane Webster Conley Architects PA-Raleigh
181-1380	Hickory City	Grandview Middle	06-08 1/22/13	75,324	\$10,306,235	1,023,765	\$11,330,000	600	150.42	Holland Hamrick Architects PA-Shelby
Year Total:				658,888	\$87,243,878		\$108,768,501		\$165.08 /sq.ft. Average	
600-4708	Mecklenburg County	Wingate Park Relief Eleme	0K-05 11/29/12	84,829	\$9,814,377	3,121,623	\$12,936,000	600	152.50	WHN Architects, PA-Charlotte

SCHOOL PLANNING/ NCDPI Note: Building Area includes a prorata amount for renovated area in some cases

DSP NO.	ADMINISTRATIVE UNIT	SCHOOL	BID DATE	BUILDING AREA (s.f.)	COST	SITework	TOTAL COST	PROJ COST .ADM	ARCHITECT	
430-4758	Harnett County	Highland Middle School	06/08	147,046	\$22,733,900	incl.	\$22,733,900	1200	SFL+A Architects-Fayetteville	
182-1400	Newton-Conover	South Newton Elementary	PK-05	68,651	\$9,426,450	1,267,900	\$10,694,350	500	Little Diversified Arch Consulting-Charlotte	
850-4746	Stokes County	Poplar Springs Elementary	0K-05	70,694	\$9,988,964	1,331,362	\$10,320,326	550	SFL+A Architects-Raleigh	
080-4751	Bertie County	New Bertie High School	0K-12	142,000	\$17,355,406	2,350,000	\$19,705,406	904	Hite Associates, PC-Greenville	
600-4697	Mecklenburg County	Torrence Creek Relief Elem	0K-05	87,835	\$10,940,000	810,000	\$11,750,000	800	ADW Architects, p.a.-Charlotte	
681-4698	Chapel Hill-Carboro	Elementary School #11	PK-05	99,500	\$14,109,748	3,656,202	\$17,765,950	585	Moseley Architects-Morrisville	
600-2510	Mecklenburg County	McClintock Middle	06-08	133,792	\$15,024,000	2,576,000	\$17,600,000	1200	The FWA Group-Charlotte	
600-2462	Mecklenburg County	Bain Elementary	0K-05	87,452	\$10,392,600	1,174,400	\$11,567,000	800	ADW Architects PA-Charlotte	
Year Total:				921,799	\$118,785,445		\$135,062,932		\$146.52 /sq.ft. Average	
600-2530	Mecklenburg County	Pineville Elementary	0K-05	11/22/11	83,501	\$10,559,734	1,014,116	\$11,573,850	800	Cort Architectural Group PA-Asheville
360-4727	Gaston County	New High School	09-12	8/11/11	277,000	\$38,593,900	incl.	\$38,593,900	1500	Boomerang Design-Shelby
920-4686	Wake County	H6 Rolesville High School	0K-12	5/31/11	351,450	\$47,988,593	13,388,878	\$61,377,471	2223	Ratio Architects, Raleigh Studio
340-4739	Forsyth County	Smith Farm Elementary	K-5	4/7/11	89,753	\$11,768,000	incl.	\$11,768,000	760	Ersoy Brake Appleyard Arch, P.A.-Winston Salem
580-4742	Martin County	New Williamston Middle Sch	06-08	3/23/11	85,858	\$13,202,000	incl.	\$13,202,000	400	Boomerang Design-Raleigh
Year Total:				887,562	\$122,112,227		\$136,515,221		\$153.81 /sq.ft. Average	
400-4736	Greene County	New Greene Co. Intermedia	04-05	11/18/10	80,540	\$9,524,107	1,595,235	\$11,119,342	700	Moseley Architects-Morrisville
290-4740	Davidson County	New Davidson County Middl	6-8	11/9/10	139,168	\$18,222,000	incl.	\$18,222,000	800	Walter Robbs Callahan & Pierce Archt-Winston Sale
260-4738	Cumberland County	New Century Middle School	07-08	11/3/10	111,300	\$15,172,300	incl.	\$15,172,300	600	The LSV Partnership Arch/Planners AIA-Fayetteville
820-4671	Sampson County	C. E. Perry Elementary	0K-05	10/12/10	68,000	\$9,055,796	1,200,000	\$10,255,796	600	SFL+A Architects-Fayetteville
560-2402	Macon County	Iotla Valley K-4 Elementary	0K-04	9/29/10	94,918	\$10,574,700	456,400	\$11,031,100	1419	Bowers, Ellis & Watson, Arch, PA-Asheville
390-4737	Granville County	Tar River Elementary School	0K-5	6/23/10	92,922	\$11,475,000	incl.	\$11,475,000	600	Small Karne Webster Conley Architects PA-Raleigh
010-4730	Alamance County	Career and Technical Educa	9-12	6/17/10	43,701	\$5,226,788	457,812	\$5,684,600	627	SFL+A Architects-Charlotte
920-4610	Wake County	Rolesville Middle School	06-08	5/25/10	197,071	\$25,880,964	5,141,056	\$31,022,020	1311	Skinner Lamm & Highsmith Architects-Raleigh
320-4731	Durham County	City of Medicine Academy	09-12	5/20/10	40,000	\$6,042,000	incl.	\$6,042,000	365	BJAC Architects-Raleigh
230-4723	Cleveland County	Shelby Middle School	4/27/10	145,000	\$17,449,400	3,686,797	\$21,136,197	800	Holland Hamrick Architects PA-Shelby	
920-4688	Wake County	Walnut Creek Elementary S	0K-05	4/27/10	103,519	\$12,922,232	1,989,492	\$14,911,724	810	Ratio Architects, Raleigh Studio
320-4689	Durham County	Lucas Middle School	06-08	4/8/10	151,110	\$17,323,128	3,215,472	\$20,538,600	800	DTW Architects & Planners Ltd-Durham
390-4735	Granville County	South Granville Library & Ea	4/8/10	24,310	\$3,437,500	incl.	\$3,437,500	198	Ramsay Burgin Smith Architects, Inc-Salisbury	
791-3020	Rockingham	Douglass Elementary	PK-05	3/18/10	77,442	\$11,568,742	1,649,392	\$13,218,134	552	Moseley Architects-Morrisville
320-4705	Durham County	Sandy Ridge Elementary Sc	0K-05	3/8/10	98,638	\$12,133,000	2,300,000	\$14,433,000	700	DTW Architects & Planners Ltd-Durham
182-4728	Newton-Conover	Newton-Conover Middle	06-08	2/25/10	128,452	\$15,372,229	1,836,045	\$17,208,274	800	Little Diversified Arch Consulting-Charlotte
Year Total:				1,596,091	\$201,379,886		\$224,907,587		\$140.91 /sq.ft. Average	
Grand Total:				7,337,207	\$1,005,831,377		\$1,223,989,224		\$166.82 /sq.ft. Overall Average	

Note: Building Area includes a prorata amount for renovated area in some cases

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: VI - D: Capital Projects; Court Facility

Department: Administration

Fund: 100

Presenter(s): Wayne Vest, Caroline Xiong, Tami Golden

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

As the County looks toward addressing the needs of the Courts, discussion of a new court facility have taken place. Discussions and activities continue to take place, the most recent actions being the creation of a capital project ordinance and execution of a contract with Solutions for Local Governments for the facility programming phase.

Potential funding for addressing the court needs has been identified as the decline in non-educational debt service pre-2016 bond refunding, plus the additional decline in all general fund debt service as a result of the 2016 bond refunding.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

Request the Board receive information related to potential funding sources and consider any parameters to be established related to this capital project. Parameters to consider are timing, funding amount, funding options and terms, etc.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

- Approve Resolution allocating decline in debt service dollars toward court capital project
- Approve additional budget amendment allocating funds to project ordinance
- Both items can be brought to the Board for approval in October, 2016
- Court Facility Advisory Committee will meet to review activities related to facility programming

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Court project ordinance
- Decline in debt service accumulation spreadsheet
- Solutions for Local Government Contract

**County of Moore
New Courthouse Building
Capital Project Ordinance**

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

Section 1. The project authorized is the building of a new courthouse.

Section 2. The officers of this unit are hereby directed to proceed with the project within the term of the budget contained herein.

Section 3. The following amount is appropriated for the New Courthouse Building Capital Project:

	<i>Budget</i>
Architect	\$ 90,019
TOTAL	\$ 90,019

Section 4. The following revenue is anticipated to be available to complete the New Courthouse Building Capital Project:

	<i>Budget</i>
Transfer from Capital Reserve For Governmental Projects	\$ 90,019
Total	\$ 90,019

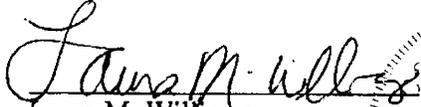
Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the funding agency, North Carolina General Statutes, federal regulations, and any other applicable laws.

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

Section 7. Funds may be advanced from the General Fund for the purpose of making payments as due.

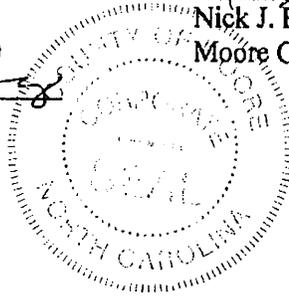
Section 8. This Capital Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, and Clerk to the Board of Commissioners.

Adopted this 2nd day of August 2016.


Laura M. Williams
Clerk to the Board



Nick J. Picerno, Chairman
Moore County Board of Commissioners



New Courthouse Bldg. Capital Project Ord. (pg. 2)

**Revised Decline in Debt Service after Education Bond Refunding
Work Session September 8, 2016**

Fiscal Year	Schools-Decline in Debt Service prior to and after Refunding-to Capital Reserve	College-Decline in Debt Service prior to and after Refunding-to Capital Reserve	Courts - Decline in Non Educational Debt Service	After Bond Refunding - GO Educational Bonds - Savings to Courts Project	Total Courts Project Reserve Accumulated
FY16/17	\$208,290	\$89,530	\$90,019	\$249,499	\$339,518
FY17/18	\$1,386,540	\$598,906	\$359,825	\$147,043	\$846,386
FY18/19	\$1,315,331	\$604,165	\$891,925	\$362,043	\$2,100,354
FY19/20	\$1,435,276	\$636,782	\$931,925	\$507,281	\$3,539,560
FY20/21	\$1,140,760	\$571,886	\$1,152,800	\$511,693	\$5,204,053
FY21/22	\$460,664	\$318,444	\$1,224,050	\$510,481	\$6,938,584
FY22/23	\$620,510	\$364,237	\$1,295,300	\$510,593	\$8,744,477
FY23/24	\$783,170	\$410,732	\$1,366,550	\$514,237	\$10,625,264
FY24/25	\$948,917	\$457,660	\$1,432,800	\$511,962	\$12,570,026
FY25/26	\$1,112,470	\$504,732	\$1,490,000	\$511,338	\$14,571,364
FY26/27	\$1,274,150	\$551,164	\$1,541,837	\$513,725	\$16,626,926
FY27/28	\$1,437,834	\$598,280	\$2,378,675	\$513,926	\$19,519,527
FY28/29	\$3,618,332	\$1,128,582	\$2,415,925	\$194,627	\$22,130,079
FY29/30	\$5,533,171	\$1,781,368	\$2,447,925		\$24,578,004
FY30/31	\$5,533,171	\$1,781,368	\$2,479,925		\$27,057,929

Assumptions:

Decline for Schools and College is the same before and after refunding Education Bonds Refunded 2008 and 2009 GO Bonds for Schools and College on May 31, 2016
 Benchmark for Schools and College is from FY13/14
 Benchmark for Courts is from FY15/16, \$3,151,925 (RRPSC, San Lease and Roll off Trucks)
 San Lease paid FY16/17, Roll off trucks paid FY15/16

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 25th day of April, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Solutions for Local Government, Inc., an entity incorporated under the laws of the State of North Carolina (the "Contractor").

1. Services to be Provided and Agreed Charges

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

2. Term of Contract

The term of this Contract is from July 1, 2016, through June 30, 2017.

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

The Contractor will receive from the County an amount not to exceed \$48,800.00 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 Certification

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not

utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. Non-Discrimination in Employment

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

11. Governing Law

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

12. Termination of Agreement

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

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

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

13. Successors and Assigns

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

14. Compliance with Laws

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

15. Notices

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

COUNTY OF MOORE: MOORE COUNTY
ATTN: WAYNE VEST, COUNTY MANAGER
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: SOLUTIONS FOR LOCAL GOVERNMENT, INC.
ATTN: STEPHEN J. ALLAN, PRESIDENT
2301 VALENCIA TERRACE
CHARLOTTE, NC 28226

16. Audit Rights

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

17. County Not Responsible for Expenses

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

18. Equipment

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

19. Priority of Documents

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

20. Severability

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

21. Non-Waiver

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

22. Entire Agreement

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

23. Amendment

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

24. Drafted by Both Parties

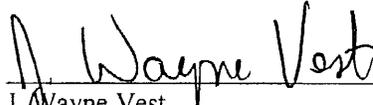
This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

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

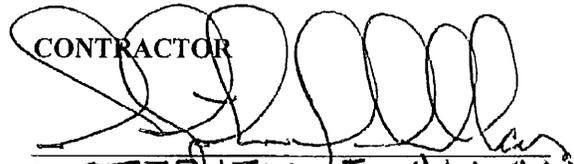
The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE



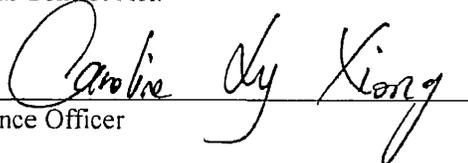
J. Wayne Vest
County Manager

CONTRACTOR


By: **STEPHEN J. ALLAN**
Title: **PRESIDENT**

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

A. Project Understanding and Work Plan

The County wishes to develop a detailed Facility Program document that will define the requirements for a new County Courthouse.

The Work Plan Outline that follows identifies the major tasks and activities necessary to develop and complete such a plan. At this time, it is anticipated that the principal and permanent occupants of the Courthouse will be:

1. Superior Court
2. District Court
3. Clerk of Court
4. District Attorney
5. Sheriff (security personnel)

In addition, there are various Court related agencies that are anticipated to request space in the Courthouse, which include, but are not limited to, Probation and Parole, Guardian Ad Litem, and Juvenile Justice. The Contractor will meet with these and any other additional agencies to discuss and vet their expressed needs within a new County Courthouse. The Contractor will use input from the County and principal Court personnel to determine how these additional needs may or may not be accommodated.

The Contractor also understands that, in addition to the principal occupant's primary office and work space, facility program requirements will need to be identified for a variety of Court support and public spaces, which will include, but not be limited to, the following:

1. Jury Assembly
2. Public Lobby and Seating Areas
3. Grand Jury
4. Public Restrooms
5. Inmate Holding
6. Service Delivery
7. Security Control Center
8. Janitorial & Maintenance
9. Law Library
10. General Storage
11. Attorney Lounge
12. Secure Evidence Storage
13. Law Enforcement Waiting
14. Attorney/Client Meetings

The major tasks and activities identified in this Work Plan will require observation and activity audits; research; the development of data and various graphic illustrations; and

the study of options and decision making processes that, with detailed documentation, will identify the scope of the project to be undertaken by the designer once selected.

The Contractor will work closely with the Courthouse Advisory Committee, whose membership will be designated by the County, for the duration of the project. The Contractor will attend Committee meetings as requested to provide project updates, progress reports, and to share significant information and recommendations. Further, the Contractor will be available to meet with the County Manager or his designated representative as requested.

The Contractor has made various assumptions that have been incorporated into the Work Plan. All Work Plan tasks and activities may be modified as deemed appropriate by the County.

B. Work Plan Outline

The Contractor will provide all labor, materials, and equipment necessary to perform the services specified within this Section.

1. Project Kick-off

- a. Organize and schedule a presentation and overview of the facility programming process, with invitations extended to the following:
 - 1) Representatives of those agencies that will permanently occupy space in the Courthouse;
 - 2) Representatives of those agencies commonly referred to as Officers of the Court or "Court Services"; i.e. Probation & Parole, etc.;
 - 3) Representatives of those agencies/individuals that will regularly use/frequent the courthouse for business purposes;
 - 4) Members of the Courthouse Advisory Committee;
 - 5) County government representatives; and
 - 6) Interested Moore County citizens.
- b. Address the following facility programming purposes and processes:
 - 1) Consultant responsibilities;
 - 2) Agency/staff responsibilities;
 - 3) Requested occupant agency materials/information; and
 - 4) General expectations and work product examples.
- c. Facilitate discussion of facility objectives as follows:
 - 1) Facility purpose ("Mission");
 - 2) Operational objectives;
 - 3) Design objectives; and
 - 4) Organize and document recommendations.

2. Operational Requirements

- a. Receive initial tour and orientation to each major occupant agency's current assigned/occupied space. During the tour, the Contractor will:
 - 1) Note activities occurring/expected to occur;

- 2) Confirm responsibilities and corresponding activities of principal and support personnel; and
 - 3) Verify current number and type of personnel.
 - b. Discuss and identify significant operational concerns, which include:
 - 1) Access/egress and security;
 - 2) Relationships to/with other operational functions;
 - 3) Efficiencies of existing space;
 - 4) Inefficiencies of existing space;
 - 5) Hours of operation;
 - 6) Users (volume and circulation);
 - 7) Communications requirements; and
 - 8) Parking requirements.
 - c. Address applicable standards, laws, ordinances, etc., which include:
 - 1) Confidentiality;
 - 2) Evidence;
 - 3) ADA;
 - 4) Parking;
 - 5) AOC procedures; and
 - 6) Other as identified.
 - d. Identify any Court related agencies, other than those specifically mentioned in Section A, above, that have requested the need for space in the Courthouse.
 - e. Organize and document findings regarding occupant agencies operations and general space needs. Prepare materials for review and approval by each major occupant/agency.
 - f. Schedule the second round of meetings with principal occupant agencies, in which the following will be addressed:
 - 1) Review findings and recommendations;
 - 2) Receive feedback; and
 - 3) Develop and provide additional information as requested.
3. County Population and Court System
- a. Research and document projected County population Workload growth (2016-2036) utilizing available resources, including:
 - 1) US Census data;
 - 2) NC Office of Budget & Management (NCOBM); and
 - 3) Others, as identified.
 - b. Identify court system workload metrics that are likely to be driven by population growth, which includes:
 - 1) Correlating recent year workloads to corresponding year known populations; and
 - 2) Illustrating workload/population ratios graphically.
 - c. Identify workload characteristics with regards to cases filed or frequency/volume of services provided for which data trends can be clearly established, which includes:
 - 1) Overlaying recent year data trends with known annual populations to determine if there is a significant relationship; and

- 2) Illustrating findings graphically.
 - d. On the basis of information developed, identify significant characteristics, or pending or anticipated issues, that may impact future growth of the Court's respective areas of responsibility, which includes:
 - 1) Pending legislation;
 - 2) Local government or political issues;
 - 3) Social demographics;
 - 4) Economic "triggers;" and
 - 5) Significant workload patterns.
 - e. Overlay occupant agency observations and recommendations with data developed regarding future growth and calculate future workloads utilizing linear forecast trend line projection modeling for the following time periods:
 - 1) 2016-2025
 - 2) 2026-2035
 - f. Identify the corresponding space needs to accommodate the future workloads suggested for the following time periods:
 - 1) 2016-2025
 - 2) 2026-2035
 - g. Present projections to principal occupant agency heads individually, receive comments, and provide additional information if requested.
4. Facility Requirements
- a. Format a list of spaces for each functional and/or facility component area identified and include the following:
 - 1) Area/space description;
 - 2) Anticipated number of people/space;
 - 3) Net square feet/space;
 - 4) Total net square feet/area;
 - 5) Net-to-gross efficiency factor; and
 - 6) Total gross square feet/area & total facility.
 - b. Discuss adjacency relationships and circulation requirements of, within, and between each space and/or facility component area and include the following:
 - 1) Location within the building;
 - 2) Location & proportional size of each space within each area;
 - 3) Preferred circulation within each area/space;
 - 4) Preferred circulation between spaces;
 - 5) Preferred circulation of public;
 - 6) Recommended points of public access and egress;
 - 7) Common or shared space within or between areas; and
 - 8) Other relationships, as identified.
 - c. Prepare individual adjacency diagrams for each occupant agency, Court support and public/component areas to be included within the Courthouse.
 - d. Present and review adjacency diagrams with the principal occupant agencies, Court related agencies, the County, and Courthouse Advisory Committee and provide the following:
 - 1) Discussion as to options;

- 2) Review suggested changes; and
 - 3) Revise adjacency diagrams if appropriate.
 - e. Identify general building system requirements for each department and major functional area within the building, which will include:
 - 1) Architectural criteria; i.e. finishes, natural light, building materials;
 - 2) Engineering criteria; i.e. plumbing, electrical, mechanical, HVAC zoning;
 - 3) Security & communications criteria; i.e. emergency systems & controls, building and area door access, emergency and outdoor lighting, requirements; and
 - 4) Facility "core" requirements; i.e. major corridors, mechanical space, common exits, janitorial space, etc.
 - f. Develop master space program summary and include the following:
 - 1) Designated occupant agency areas within the building Net square feet (NSF) per area;
 - 2) Recommended building multiplier;
 - 3) Gross square feet (GSF) per area; and
 - 4) Total building area; i.e. "footprint."
5. Site Requirements
- a. Identify parking requirements as follows:
 - 1) Number of staff personal vehicles;
 - 2) Number of County assigned vehicles;
 - 3) Number of public visitor vehicles; and
 - 4) Vendor vehicle requirements.
 - b. Identify specific site requirements as follows:
 - 1) Building area footprint(s);
 - 2) Parking area(s);
 - 3) Vehicle access and egress;
 - 4) Site circulation
 - a) Pedestrian vehicles;
 - b) Delivery vehicles; and
 - c) Staff personal & assigned County vehicles;
 - 5) Set aside/allocation of space for future expansion
 - a) Basis for expansion;
 - b) Amount of space; and
 - c) Adjacent property setbacks.
 - c. Prepare site concept diagram that illustrates the site requirements identified:
 - 1) On a generic/yet-to-be-determined site; and
 - 2) On a specific site or sites identified by the County.
6. Probable Costs
- a. Prepare estimate of site development, construction, and project related costs based on the approved facility(ies) and site plan concepts, which include:
 - 1) Design;
 - 2) Site development;
 - 3) Construction;

- 4) Project related;
- 5) A/E Fees;
- 6) Soil & materials testing;
- 7) Printing & Reimbursable expenses;
- 8) Fixtures, furnishings and equipment (FF&E);
- 9) Escalation;
- 10) Contingencies; and
- 11) Other as identified.

7. Management Review

- a. Meet with principal occupant agencies and Courthouse Advisory Committee to present and discuss information and materials developed to date, which will include:
 - 1) Space needs calculated;
 - 2) Facility area adjacency diagrams;
 - 3) Building floor/area concept diagrams;
 - 4) Parking requirements;
 - 5) Site concept diagrams; and
 - 6) Receive comments and determine if additional modifications are required.
- b. Meet with the County Manager to present and discuss information and materials developed to date, receive comments and determine if additional modifications are required, and provide modifications and or options as requested.

8. Documentation

- a. Prepare and submit a draft report for review by the County Manager and those he may designate. Meet with the County Manager and receive comments concerning the draft.
- b. Prepare final written report, which will include:
 - 1) Assembling and organizing all data developed during the performance of this Contract, including any materials presented;
 - 2) Produce and deliver eight printed and bound copies of final report document to the County; and
 - 3) Provide electronic copies of any major presentations utilized in presenting the information outside the report.
- c. The Final Report will be delivered within two weeks of the final draft review meeting with the County Manager.

C. Deliverables

1. The Contractor will perform on-site visits as required to meet with designated agencies and their representatives to collect the information necessary to perform the study tasks and activities identified.
2. The Contractor will attend Courthouse Advisory Committee meetings called during the term of this Contract. Further, the Contractor will participate in and present information at Management Review Meetings.

3. The Contractor will make one formal presentation of study findings and recommendations to the Moore County Board of County Commissioners.
4. The Contractor will develop, produce, and deliver eight printed and bound copies of the Final Report to the County.
5. Upon completion of all work tasks, the Final Report, as well as any specially prepared presentation materials, will be provided to the County in electronic format.

D. Billing

The Contractor will bill the County monthly, on or about the 1st, based on the percentage of the work completed during the previous month. The percentage of completion will be agreed upon by the County prior to the disbursement of any funds.

The Contractor will withhold billing the final 10 percent of its fee until the County has received the agreed upon copies of the Final Report and is satisfied with the work that has been performed.

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: VI - E: Capital Projects; Project Management

Department: Administration

Fund: 100

Presenter(s): Wayne Vest

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Large capital projects require a considerable amount of development and on-site oversight to ensure projects proceed in a timely and cost effective manner. The current fiscal year 2017 budget does not include funding for a project management position.

This item is to request the Board consider funding a project management position and amending the position allocation spreadsheet as incorporated into the budget ordinance to reflect the addition. The position would report directly to the County Manager providing oversight and management of all County related capital projects. The position could also assist with review of school capital project change order and pay application requests as well as additional oversight assistance if/as needed.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

- Add position of Capital Project Manager to the County Pay and Classification Plan
- Add 1 position to FY 2017 Position Authorization Document
- Funding source is Fund 100 General Fund

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

- September 20, 2016 bring agenda item to Board for approval of amended Pay and Classification Plan and Position Authorization Document.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Position Authorization Document

Department	FY 2010-11		FY 2011-12		FY 2012-13		FY 2013-14		FY 2014-15		FY 2015-16		FY 2016-17	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
Administration	4		4		4		4		4		4		4	
Aging	20	1	20	1	20	1	20	1	20	1	20	1	20	1
Animal Operations					9	3	10	4	10	4	11	3	11	3
Child Support	10		10		10		10		10		10		11	
Child Support - Day Reporting Center	1		1		1		1		1		1		0.15	
Child Support - Youth Services	1		1		1		1		1		1		0.85	
Cooperative Extension	8		8		7		7		7		6		6	
County Attorney	6		6		6		7		7		7		6	
District Attorney's Office	2		2		0		0		0		0		0	
Elections	3		4		4		4		4		4		3	
Financial Services	7		7		7		7		7		7		7	
GIS	4		4		4		3		3		3		3	
Governing Body	1		1		1		1		1		1		1	
Health	63	5	60	4	51	1	53	1	51	1	50	1	46	1
Human Resources	3		3		3		3		3		3		3	
Information Technology	11	1	10	1	10	1	8	1	8	1	10		12	
Library	9		9		9		9		9		9		9	
Parks & Recreation	5	1	5	1	5	1	5	1	5		5		5	
Planning	18		15		14		13	1	13	1	13		12	
Public Safety - E911 Communications	15		15		15		15		15		15		15	
Emergency Management/Fire	3		3		3		2.25		2.25		2.25		2.25	
Public Works - Solid Waste	10		10		10		9		9		9		9	
Register of Deeds	11		10		10		10		10		10		10	
Sheriff	76	1	76	1	76	1	76	1	76	1	77		78	
Sheriff - Detention Center	38		38		42		42		56		57		57	
Social Services	106		106		101		102		102		99		98	
Soil & Water Conservation	4		4		4		4		3		3		3	
Tax	29		27		27		25		24		24		24	
Veterans	3		3		3		3		3		3		3	
Property Management	25	0	25	0	25	0	25	0	25	0	25	0	27	0
TOTAL GENERAL FUND	496	9	487	8	482	8	479.25	10	489.25	9	489.25	5	486.25	5
Emergency Medical Services	51		51		58		66.75		66.75		72.75		71.75	
Transportation	12	9	11	9	11	9	11	9	10	7	10	6	10	6
Self Insurance Fund	1		1		1		1		1		1		1	
Public Works - Utilities	41		41		40		40		40		40		40	
Public Works - WPCP	19	0	19	0	19	0	19	0	19	0	19	0	19	0
TOTAL OTHER FUNDS	124	9	123	9	129	9	137.75	9	136.75	7	142.75	6	141.75	6
Totals	620	18	610	17	611	17	617.00	19	626.00	16	632.00	11	628.00	11
Total Number of FTEs	629.0		618.5		619.5		626.5		634.0		637.5		633.5	

FY16/17 Changes

County Attorney - reduce 1 FT position	-1
Elections - reduce 1 FT position	-1
Sheriff - add 1 FT position(midyear 15/16)	1
Planning - reduce 1 FT position	-1
Child Support - increase 1 FT position	1
DRC - reduce 1 FT position	-1
DSS - reduce 1 FT position (reporting only)	-1
Health - reduce 4 positions	-4
IT - increase 2 positions (reporting only)	2
PM - increase 2 positions	2
EMS - decrease 1 position (reporting only)	-1
Net difference	-4

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: **LEGISLATIVE GOALS**

Department: **GOVERNING BODY**

Fund: **N/A**

Presenter(s): **LAURA WILLIAMS, CLERK**

Brief summary of agenda item:

The NC Association of County Commissioners holds a conference biannually to determine legislative goals the Association should seek in the best interest of counties. The first stage of the goals adoption process leading to the conference is the solicitation of proposals from counties. Proposals are submitted online and can be in the form of a resolution, a letter from the Chair on behalf of the Board, or any other documentation/materials to support the goal. Proposals are due September 23rd and the Legislative Goals Conference will be held January 12-13, 2017 at Raleigh Marriott Crabtree Valley. The County will later be requested to appoint a voting delegate to this conference.

Some goals suggested for discussion/consideration include: 1) the restoration of 40% lottery funds to schools; 2) full funding of teaching positions (correction of deficiency in State formula); 3) well-head protection; and 4) restoration of State Aid to Public Libraries funding to pre-2011 level.

What is being requested of the Board:

The Board is requested to discuss and determine legislative goals to be submitted to the NCACC, and to direct staff regarding information to be included in the documentation prepared for submission.

Anticipated timing and action of next step(s):

The Board will be requested at the September 20th regular meeting to approve those legislative goals determined today and the goals will then be submitted with supporting documentation to the NCACC by the Clerk via the online form. The Board will be requested at the December 5th meeting to select a voting delegate for the Legislative Goals Conference to be held in January.

Related Attachments:

- 1) NCACC Legislative Goals Handbook
- 2) Lottery Funding Restoration Resolution adopted by MCBOC 11/17/2015
- 3) Teacher Funding Formula Resolution adopted by MCBOC 5/15/2015
- 4) Memo re: Well-head Protection from Randy Gould, Public Works Director
- 5) Well-head Protection Legislation (House Bill 98-97.1)
- 6) Letter re: Library Funding from Alice Thomas, Library Director

NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS



LEGISLATIVE GOALS HANDBOOK

FALL 2016

NCACC Legislative Goals Process Mission Statement

The Association's Legislative Goals process is thoughtful, deliberative, inclusive and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we advocate for counties. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association. All counties and all county officials are invited and encouraged to participate in the legislative goals process.

Contents

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

Page 6	Background & 2016-2017 Timeline
Page 7	Stage 1 - Seeking Goal Proposals
Page 8	Stage 2 - Steering Committee Review
Page 10	Stage 3 - Legislative Goals Committee
Page 11	Stage 4 - Board of Directors Consideration
Page 12	Stage 5 - Legislative Goals Conference
Page 15	Guidance Outside of Legislative Goals Process



Background. J 2016-17 Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should set in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners, county officials and stakeholders as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

The NCAACC goals-setting process begins in July of each even-numbered year and consists of five stages. These stages are described in detail in this handbook.

Below is the recommended timeline for the 2016-17 legislative goals process:

Legislative Goals Process Timeline

When	What
July - September 2016	Submission of county goal proposals
October	Steering committees review goals
November	Legislative Goals Committee reviews steering committee recommendations, approves package of goals for Board of Directors
December	Board of Directors finalizes package to be presented to full membership
January 2017	Membership adopts goals at Legislative Goals Conference

Stage 1 - Seeking Goal Proposals (July - September)

The Association's goals-setting process begins with an effort to solicit proposals that members think should be part of the county legislative "package" for the upcoming legislative biennium. Through CountyLines, e-mail communications and other means, the Association solicits proposals from county boards of commissioners. Suggested goals can be submitted by

- adopted resolutions from full boards,
- a letter from Board Chairmen on behalf of the full boards
- a letter from the president of an affiliate and related county organizations (which are groups of county officials/staff organized by function)

Presently, the following organizations are included as Affiliate and Related organizations:

Affiliates

- Association of North Carolina Boards of Health
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of Government Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

Related Organizations

- NCAACC Board of Trustees
- Joint Regional Forum
- N.C. City/County Managers Association
- N.C. Association of County Department of Social Services Attorneys

The Association intentionally casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Goals may also be submitted via the NCACC website at www.ncacc.org/legislativegoals. This streamlines the internal processing of proposals.

Stage 2 - Steering Committee Review (September – October)

The Steering Committee Review is the first step in our legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on the Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each annual conference. The Steering Committees are:

- Agriculture
- Environment
- General Government
- Health and Human Services
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. A goal may be assigned to a “lead” steering committee that will take action on the goal, but the same goal may also be assigned to a secondary steering committee for the purpose of receiving “comments only.” The intent of this process is to allow for the issues raised in a proposed goal that may bridge two or more subject matter areas, to receive greater review and opportunity for committee input. The comments will be sent to the Legislative Goals Committee for their review. Steering Committees may hear from county officials who submit goal proposals and also may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that can be critically important when Steering Committees deliberate. Though staff expertise is critical, particularly at this early stage, as the goals-setting process moves forward elected county commissioners will ultimately decide the legislative goals package.

During the goal-setting process the Steering Committee members are asked to make specific recommendations and take action on each submitted goal. Committee actions include:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal.
- Unfavorable – The committee declines to send the goal forward.
- Forward Without Prejudice – The Committee has no opinion on the proposal, but wants the Legislative Goals Committee to consider it.
- Needs Further Study – The Committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.

In addition to considering proposed goals submitted by counties and partner organizations, the Steering Committees review goals from the previous legislative session to determine whether they are still relevant and should be continued. The committees are also empowered to develop their own suggested goals when needed. Each committee submits its proposed goals to the Legislative Goals Committee. To focus the Association’s legislative priorities and efforts, the Legislative Goals Committee will select no more than 21 goals (three per Steering Committee subject area) for the organization’s legislative agenda.

While the goals set the organization’s legislative direction, the guiding principles and their review help to guide NCACC staff as they advocate in the best interest of counties.

Guiding Principles Review

The Steering Committees also review the Association’s subject area guiding principles. The guiding principles are general declarations of ongoing positions that give guidance on broad policy objectives, such as “no mandates without funding.” These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Because the Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet quarterly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.

Stage 3 - Legislative Goals Committee (November 2016)

The Legislative Goals Committee is a non-standing committee. The committee membership is traditionally no more than 35 members. It is newly appointed every two years and meets as needed. Members are selected to assure balance with respect to political affiliation, county population, race, gender and other demographic characteristics. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee include:

- Legislative Goals Committee Chairs
- Steering Committee Chairs
- The NCACC Board of Trustees Chair or their designee
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President.

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committees' recommendations and relay the committee discussion regarding each proposal. The county officials who want to advocate for their proposals are allowed to make presentations to the Legislative Goals Committee. The committee may also review research and analysis related to the proposals provided by NCACC staff.

The Legislative Goals Committee may and is encouraged to narrow the list of proposals; it also reconciles conflicts or duplication between steering committee recommendations, and prioritizes its recommendations. The Goals Committee may rank goals in a priority order and may also select a limited number of priority goals to assist in focusing the Association's legislative efforts. The proposals and guiding principles are then submitted to the Board of Directors for consideration.

Core Values Statement Review

The Goals committee is also charged with reviewing the Association's core values statement. This statement provides fundamental policy guidance with regard to the Association's advocacy efforts. The Goals committee may review, evaluate and make suggested changes to periodically update these core values in recognition of changing advocacy environments. The Committee shall include the core values statement along with its recommendations to the Board of Directors for inclusion in the goals package to be presented to the full membership.

Stage 4 - Board of Directors (December 2016)

As the Association's goal-setting process moves forward, the elected county commissioners become more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager.



At its December meeting, the Board reviews the recommendations of the Legislative Goals Committee. As during earlier stages of the process, the Board may hear presentations, review research and analysis, add, delete or amend proposals, core values and guiding principles statements.

The Board gives final approval to a package of goal proposals, Association core values, and guiding principles that are to be voted on by the full membership at the Legislative Goals Conference in January. By taking this action in December, the individual county boards of commissioners have time and opportunity for a full review prior to the conference.

Stage 5 - Legislative Goals Conference (January 2017)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties are represented. The conference is held over a day and a half, assuring time for thorough discussion, deliberation and debate. In recognition of the need to involve newly elected commissioners in the process, the Board appoints a Screening Committee to receive any new proposals that have not been through the development process by this stage. This process is discussed in greater detail below.

The goals conference is conducted according to rules designed to encourage participation, providing a balance between inclusiveness and respect for the process and efforts of the committees and the Board up to this point.

Goals Voting Process and Procedures

- Prior to the conference:
 - The NCACC staff coordinate with the President, the Goals Chairs and the Parliamentarian to review the voting process and procedures.
 - Every member county appoints a voting delegate. A letter requesting notification of the county's voting delegate shall be sent from the Association to each county.
- At the conference:
 - There is a process by which voting delegates register to obtain appropriate voting credentials.
 - Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
 - Goals are presented en bloc by each Steering Committee subject category. Goals Committee Chairs present the goals to the

membership. The Association President or presiding officer is responsible for action.

- All motions will be ruled on by the Association President or presiding officer.
- The President of the North Carolina Association of County Commissioners will appoint a parliamentarian for the conference.
- Upon motion of any voting delegate, any individual goal proposal can be set aside for detailed discussion.
- Majority votes are required to approve or alter the proposed goals.
- Pursuant to Article VIII, Section Three of the NCACC Constitution the latest edition of Robert's Rules of Order shall be the parliamentary authority on questions not covered by the Constitution or by this handbook.

Screening Committee Process

The Association adopted a Screening Committee process to allow for consideration of new goals or proposals previously presented but not approved. The Screening Committee is composed of the Legislative Goals Committee chairs and the seven Steering Committee chairs. The Screening Committee meets at the end of the first day of the conference to review and hear presentations on submitted proposals.



Rules for the Steering Committee process

- Any new or previous goal proposal must be submitted by 1 p.m. on the first day of the conference.
- Goals approved and recommended by the Steering Committee are brought to the floor for consideration by the voting delegates on the second day of the conference. A majority vote of the delegates is required for approval.
- Any proposal not approved by the Steering Committee can only be brought to the floor for consideration upon a vote of two-thirds of the number of voting delegates present at 2 p.m. on the first day of the conference. (NOTE: This requirement recognizes that by the end of the second day, voting delegates may leave, and it protects the members from having their goals process circumvented by what could be a relatively small number of delegates.)
- The Steering Committee has the authority to request a Steering Committee to give further study to newly proposed ideas. Any Steering Committee recommendations that derive from this kind of study can be presented to the Board of Directors for consideration at a later date.

Conclusion

All goals and policies approved at the Legislative Goals Conference are included in the official NCACC Legislative Goals package. The official document containing the Association's core values, guiding principles and legislative goals shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

Guidance Outside of Legislative Goals Process

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the Board of Directors. Any such action is shared on a regular basis with the Association members through various NCACC communications methods.

Upon recommendation of the Legislative Goals Committee Chairs, the committee may meet between the legislative long and short sessions to review goal progress and make suggestions to the Board of Directors related to goal priorities, especially given an ever-changing legislative environment.



NCACC Vision Statement

“EMPOWERING 100 COUNTIES TO WORK TOGETHER
FOR THE BETTERMENT OF ONE STATE.”

NCACC Mission Statement

“OUR ASSOCIATION SUPPORTS AND PROMOTES THE WELL-BEING
OF ALL NORTH CAROLINA COUNTIES THROUGH ADVOCACY, EDUCATION, RESEARCH,
AND MEMBER SERVICES.”



NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS
215 NORTH DAWSON STREET, RALEIGH, NC 27603
(919) 715-2893 | [WWW.NCACC.ORG](http://www.ncacc.org)

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**RESOLUTION REQUESTING RESTORATION OF LOTTERY FUNDS
DESIGNATED TO MOORE COUNTY FOR SCHOOL CAPITAL NEEDS**

WHEREAS, counties in North Carolina are statutorily responsible for providing public school facilities in North Carolina; and

WHEREAS, counties spend more than \$1 billion annually to support public school capital needs; and

WHEREAS, counties also spend nearly \$2.5 billion annually to support public school operating expenses traditionally borne by the State, such as supplemental pay for teachers and administrators and additional classroom instructional personnel; and

WHEREAS, when the General Assembly established the North Carolina Education Lottery in 2005, it pledged to devote 40 percent of the net revenue from the lottery to counties each year to help meet school capital needs; and

WHEREAS, in reliance on that pledge, Moore County has incurred outstanding debt principal as of December 2014 in the amount of \$49,951,305, and interest in the amount of \$16,894,698, with a total debt of \$66,846,003 for school capital outlay projects for Moore County Schools; and

WHEREAS, the debt service principal and interest payments per year on this incurred debt is approximately \$3,379,554 in principal and approximately \$1,883,509 in interest, with a total debt service of \$52,630,063; and

WHEREAS, since 2010, the State of North Carolina has reduced the amount of lottery funds received by or expected to be received by Moore County to support the capital needs of the Moore County Schools by as much as \$3,000,000; and

WHEREAS, as a result of the State's actions, Moore County now faces critical budgetary constraints as it attempts to balance the payment of school debt service with funding school capital needs; and

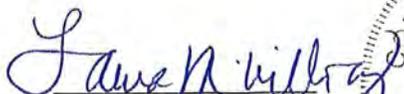
WHEREAS, in order to avoid the need for a potential property tax increase to make up for the lost lottery revenues, Moore County needs the lottery funds now designated to Moore County to pay the debt service due, to pay for the construction of new schools, and to pay for the renovations and expansions of existing schools; and

WHEREAS, the decisions of the State to withhold the funds from Moore County will have a negative impact on Moore County youth, Moore County Schools, and all the citizens of Moore County.

NOW, THEREFORE, BE IT RESOLVED that the Moore County Board of Commissioners adopt this resolution asking the North Carolina General Assembly to restore the statutory requirement that 40 percent of the net lottery revenue be allocated to counties for school capital needs and to increase the annual appropriation of lottery funds accordingly.

FURTHER BE IT RESOLVED that copies of this resolution be transmitted to the members of the General Assembly representing Moore County to let them know of our support for restoring the 40 percent allocation and appropriation of lottery revenues to counties for school capital needs.

Adopted this the 17th day of November, 2015


Laura M. Williams
Clerk to the Board




Nick J. Picerno, Chairman
Moore County Board of Commissioners

RESOLUTION REQUESTING THE NORTH CAROLINA GENERAL ASSEMBLY TO CHANGE THE REQUISITE FUNDING FORMULA TO INCREASE THE NUMBER OF ALLOTTED CLASSROOM TEACHERS' POSITIONS BY APPLYING THE FORMULA TO INDIVIDUAL SCHOOLS AND GRADES RATHER THAN DISTRICTWIDE AND FUND THESE POSITIONS BY THE CURRENT BUDGETED AMOUNT

WHEREAS, the North Carolina General Assembly sets forth certain funding formulas for the Department of Public Instruction to apply when funding public education; and

WHEREAS, the State determines the number of teachers' positions allotted to each school district based upon the number of students in each grade. The State determines the student to teacher ratio as well. Currently, for kindergarten classes, the student to teacher ratio is 1/18. Thus, there must be one teacher for every 18 kindergarten students. The State takes the total number of kindergarteners in each school district and then applies the ratio to determine the allotted kindergarten teachers. Since the State applies the ratio in this manner, it appears that the individual school's needs for teachers' positions are often not met since the student counts vary from school to school. Take for instance four schools which have 25 kindergarten students in each school in a single school district. When you apply the State required student teacher ratio of 1/18 in this scenario, you will calculate a need for 8 teachers. However, when you use the formula the State uses, you would add all the kindergarten students into a single number equaling 100. Next, you would apply the student teacher ratio and divide 100 total kindergarteners by 18 students, which equal 5.5 teachers when 8 teachers are actually needed. This is an example of how the State's funding formula creates a shortfall in teachers' positions. In the past, and presently, the counties and local taxpayers have been funding the shortfall of teachers' positions, which cost in the millions of dollars in local tax money; and

WHEREAS, currently the formula for funding classroom teachers is based upon the number of teachers' positions times the average salary plus benefits for each school system. However, the school districts are not given the budgeted amount; they are given a monthly reimbursement for actual expenses and not enough to cover all positions required based upon the State determined student teacher ratio. The amount reimbursed is lower than the budgeted amounts for the teachers' positions; and

WHEREAS, the State could cover this shortfall of teachers' positions by applying the funding formula based upon individual schools and grades instead of only applying one total number for teachers' positions for the entire school district; and

WHEREAS, it appears that the money to cover this shortfall for teachers' positions is already budgeted for in the State's budget given the unencumbered money remaining after the actual reimbursed amounts are deducted from the budgeted amounts for teachers' positions; and

WHEREAS, if the State budgets for teachers' positions, then the State should pay all of the budgeted money necessary to fund these needed positions and not rely on the local taxpayer to cover the shortfall.

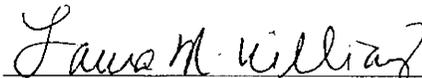
NOW THEREFORE BE IT RESOLVED, that the Moore County Board of Commissioners request the North Carolina General Assembly to make the necessary revisions to its funding formula to fund the needed teachers' positions in the local schools by applying the formula by individual schools and grades rather than one number for the entire school district and use the remaining unencumbered budgeted amount to pay for these needed positions, thereby relieving the local tax payer of this unnecessary burden of funding teachers' positions which are already budgeted for by the State.

BE IT FURTHER RESOLVED that the Clerk to Board of Moore County Commissioners sends this Resolution to Governor Pat McCrory, Senate Leader Phil Berger, House Speaker Tim Moore and the Moore County Delegation.

Adopted this 5th day of May, 2015.



Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST: 
Laura M. Williams, Clerk to the Board



COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Legislative Goals – Wellhead Protection

Department: Public Works

Fund: Public Works

Presenter(s): Randy G. Gould, PE

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Legislation began on August 1, 2016 which effects Moore County's Wellhead Protection (see 87-97.1 attached). Moore County owns and operates the water supply wells which serve the citizens of and are located in the Village of Pinehurst. The County's Wellhead Protection Plan is dated 2008, was adopted by the Village and was co-authored by the County. I understand that the Village enforces the Plan through a Wellhead Protection zone which forbids the construction of irrigation wells within 2,000 feet of a public production well. The Village Attorney has determined that this legislation will prevent them from enforcing the zoning. The County Attorney's office agrees.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

We request the Board of Commissioners assistance in asking our local Legislators for assistance in getting the legislation changed next session to prevent the construction of the irrigation wells if forbidden by a Wellhead Protection Plan.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Contact Local Legislator(s), provide assistance to the development of the legislation and track the legislation next session.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

House Bill 87-97.1 Issuance of Permit for Irrigation Water Well

7

compounds, if the Commission makes a specific finding that testing for the additional parameters is necessary to protect public health. If the Commission finds that testing for certain volatile organic compounds is necessary to protect public health and initiates rule making to require testing for certain volatile organic compounds, the Commission shall consider all of the following factors in the development of the rule: (i) known current and historic land uses around well sites and associated contaminants; (ii) known contaminated sites within a given radius of a well and any known data regarding dates of contamination, geology; and other relevant factors; (iii) any GIS-based information on known contamination sources from databases available to the Department of Environment and Natural Resources; and (iv) visual on-site inspections of well sites. In addition, the rules shall require local health departments to educate citizens for whom new private drinking water wells are constructed and for citizens who contact local health departments regarding testing an existing well on all of the following:

- (1) The scope of the testing required pursuant to this Article.
- (2) Optional testing available pursuant to this Article.
- (3) The limitations of both the required and optional testing.
- (4) Minimum drinking water standards.

(j) Test Results. – The local health department shall provide test results to the owner of the newly constructed private drinking water well and, to the extent practicable, to any leaseholder of a dwelling unit or other facility served by the well at the time the water is sampled. The local health department shall include with any test results provided to an owner of a private drinking water well, information regarding the scope of the required and optional testing as established by rules adopted pursuant to subsection (i) of this section.

(k) Registry of Permits and Test Results. – Each local health department shall maintain a registry of all private drinking water wells for which a construction permit or repair permit is issued that is searchable by address or addresses served by the well. The registry shall specify the physical location of each private drinking water well and shall include the results of all tests of water from each well. The local health department shall retain a record of the results of all tests of water from a private drinking water well until the well is properly closed in accordance with the requirements of this Article and rules adopted pursuant to this Article.

(l) Authority Not Limited. – This section shall not be construed to limit any authority of local boards of health, local health departments, the Department of Health and Human Services, or the Commission for Public Health to protect public health."

SECTION 3.5.(b) Article 7A of Chapter 87 of the General Statutes is amended by adding a new section to read:

"§ 87-98.14. Reciprocity.

To the extent that other states provide for the licensing or certification of well contractors, the Commission shall permit those individuals who present valid proof of licensure or certification in good standing in one or more of those states to sit for examination for a license of the same or equivalent classification in North Carolina without delay, upon satisfactory proof furnished to the Commission that the qualifications of the applicant are equal to the qualifications of holders of similar licenses in North Carolina and upon payment of the required fee."

SECTION 3.5.(c) Article 7 of Chapter 87 of the General Statutes is amended by adding a new section to read:

"§ 87-97.1. Issuance of permit for irrigation water well.

(a) A property owner may apply for, and be issued, a permit for an irrigation water well, whether the property is connected to, or served by, a public water system. The application shall be in accordance with G.S. 87-97 and shall specifically state that the irrigation water well will not be interconnected to plumbing required that is connected to any public water system and will be used for irrigation or other nonpotable purposes only.

(b) This section shall not apply if the property is connected to, or may be served by, a public water system that the public authority or unit of government operating the public water system is being assisted by the Local Government Commission.

(c) For purposes of this section, "irrigation water well" shall mean any water well that is not interconnected to any plumbing required to be connected to any public water system and that produces water that is used for irrigation or other nonpotable purposes only."

SECTION 3.5.(d) Article 7 of Chapter 87 of the General Statutes is amended by adding a new section to read:

"§ 87-97.2. Issuance of permit for property within service area of a public water system.

August 30, 2016

Moore County Board of Commissioners
1 Courthouse Square
P.O. Box 905
Carthage, NC 28327

Dear Moore County Commissioners:

Sandhill Regional Library System and Moore County Library request that the Board of Commissioners consider recommending this fall that the NCACC retain the 2015-16 Legislative Goal regarding public library funding. This goal includes a request for the state to fulfill its obligation of supporting public libraries by restoring funding for State Aid to Public Libraries.

The General Statutes (GS 125-7) outline the state's responsibility to appropriate funds for "promoting, aiding, and equalizing service in North Carolina." They also charge the Department of Natural and Cultural Resources with the administration of those funds, which are distributed according to a formula based in part on population and per capita income.

From 2011-2015, State Aid to Public Libraries was reduced by -\$2,568,977 (-16.28%). As part of their 2015-16 Legislative Goals, the NCACC approved "TF-5: Support legislation to restore state aid funding of public libraries to the pre-2011 level of \$15.7 million and eliminate special provisions that distribute state aid outside of the equitable formula developed by the State Library Commission."

In FY 2016, the state budget increased State Aid to Public Libraries for the first time in seven years by \$1,000,000 for a total of \$14.2 million. In order to reach the original goal, the NC Public Library Directors Association is asking the state legislature to increase funding starting in FY 2017-18 by \$1,568,977.

Public libraries are integral to our communities as centers of lifelong learning, accessible to all citizens. Free early literacy programs and materials ensure that all children have the opportunity attain the skills needed for success in the formal classroom. Summer reading programs counter the "summer slide" during which school-age children lose reading skills. Many of North Carolina's public libraries are currently partnering with schools systems to

enhance student access to library materials and services. Public libraries also are critical contributors to local workforce development by providing access to computers, job search training and assistance, small business support, and help with educational goals.

Support for public libraries is a matter of state policy as described in GS 125-7. The State Aid fund supplements, but does not replace, local funding and is distributed to the 81 library systems by a population and per capita income based formula developed by the Department of Natural and Cultural Resources. As such, State Aid is a critical component of each library's operating budget, especially for regional library systems that serve multi-county areas.

In order to reach the approved Legislative Goal passed by the NCACC in 2015-16, I request that you please consider recommending that the NCACC retain the following goal for 2017:

Tax and Finance TF-5

LIBRARY GOAL - Restore funding to the State Aid to Public Libraries Fund to the pre-2011 level of \$15.7 million.

Thank you for your continued support of your libraries.

Yours Sincerely,

Alice Thomas
Director, Moore County Library

County of Moore



Economic Development Incentive Grants Guidelines

Purpose:

The County of Moore desires to attract and help grow businesses that will provide quality jobs to the citizens of Moore County and improve the overall economic strength of the County. To further these goals, the County provides the following Economic Development Incentive Grants Guidelines to businesses looking to relocate to or expand within the County.

Required Criteria:

In selecting projects that will receive economic development incentive grants, the Moore County Board of Commissioners will require the following criteria to be met, as detailed in a Performance Agreement to be executed by the County and the Business:

1. Locate a new business within the County; or
2. Expand an existing business within the County; and
3. Exclude restaurants and retail businesses; and
4. Create and maintain throughout the term of the contract, as defined below, a minimum of 10 net new full time jobs with employee benefits within the County; and

Full-time employment: Full-time employment is a person working at least 35 hours a week, whose wages are subject to withholding and who is employed in a permanent position. Part-time, Full-Time Equivalent (FTE) positions, or contract and consulting jobs are not eligible.

Employee benefits: Employee benefits means the company will provide at least 50% employer-paid health insurance for all full-time positions.

Wage Requirements: New jobs will meet or exceed the county's average wage (i.e. the average wage of all full-time workers employed during the taxable year must meet or exceed the County's applicable wage standard).

5. Agree to a minimum investment amount; and
6. Agree to clawback provisions; and

7. The company must not have received any significant environmental violations with the North Carolina Department of Environment and Natural Resources within the prior five years; and
8. The project will not have a negative environmental impact within the County; and
9. The company must not have received any “willful” or “failure to abate” serious OSHA violations at the establishment within the prior three years; and
10. The company must not have any overdue taxes; and
11. The company must agree to maintain operations at the project site for at least 150% of the term of the grant; if the business fails to remain at the site for the required term, a clawback provision will recapture all or part of the grant funds; and
12. The full-time jobs must be maintained throughout the duration of the contract term; and
13. Agree to additional criteria as may be determined by the County.

Guidelines:

If a project meets the required criteria, the County will consider providing an economic development incentive grant in the amount of the percentage of the prior year’s ad valorem taxes paid to the County as follows:

For Projects in an amount less than Three Million Dollars (\$3,000,000.00)

Year 1	80%
Year 2	70%
Year 3	60%
Year 4	50%
Year 5	40%

For Projects in an amount of Three Million Dollars (\$3,000,000.00) or greater:

Year 1	90%
Year 2	80%
Year 3	70%
Year 4	60%
Year 5	50%
Year 6	40%
Year 7	30%

All ad valorem taxes for the prior year must be paid prior to each annual payment of the economic development incentive grant.

Clawback Provisions:

If at any point in time during the economic development incentive grant the project fails to meet the required criteria, then the County will withhold all future economic development incentive grant payments and may require the repayment of all previous payments made to the business.

The County, in deciding whether or not to immediately enforce a clawback provision(s), may accept reasonable assurances from the business that a specific year's failure to meet the required criteria will not be repeated in subsequent years. If the County accepts such reasonable assurances, the County will withhold that year's economic development incentive grant payment. If at the end of the subsequent year the required criteria are met, then the economic development incentive grant payments will resume. However, if the required criteria are not met, all future economic development incentive grant payments will be withheld and the County may require the repayment of all previous economic development incentive grant payments made to the business.

Disclaimer:

These Guidelines in no way limits the authority and discretion of the Moore County Board of Commissioners to require different criteria or to offer different or additional economic development incentive grants.

COUNTY OF MOORE

AGREEMENT

STATE OF NORTH CAROLINA

THIS AGREEMENT is made and entered into this First day of July, 2015, by and between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Moore County Partners in Progress, a North Carolina non-profit corporation ("Partners").

WITNESSETH

WHEREAS, the Sandhills Area Chamber of Commerce (the "Chamber") and the County entered into a certain Memorandum of Understanding dated April 5, 1999 (the "Chamber MOU"); and

WHEREAS, the County and the Chamber mutually agreed to the termination of the Chamber MOU and the assumption by Partners of certain economic development duties; and

WHEREAS, the services, goods and programs offered by Partners constitute a public purpose offered to benefit the citizens and residents of the County.

NOW, THEREFORE, for and in consideration of the appropriation of One Hundred Thousand Dollars (\$100,000.00), Partners and the County agree as follows:

1. **Term**: Partners will undertake efforts to promote economic development in Moore County, North Carolina for the twelve (12) month period that commencing on July 1, 2015 and terminating June 30, 2016.
2. **Core Services**: In order to promote economic development in Moore County, Partners will provide the following services:
 - a. Partners will coordinate its work with the County and municipal governments within Moore County, as well as with regional and statewide economic development organizations, to identify and to assist in the recruitment and expansion of industrial and commercial projects; and
 - b. Partners will create and distribute printed promotional materials and Internet-based electronic information to support Partners efforts to promote recruitment of new companies to Moore County and to encourage expansion of companies located in Moore County; and
 - c. In order to provide its prospects prompt and accurate responses to property inquiries, Partners will maintain a countywide database of available development sites as well as commercial and industrial properties for sale or lease; and
 - d. Partners will provide semi-annual reports to the Moore County Board of Commissioners each fiscal year which begins July 1. The reports will include such items as the number of jobs created, the number of inquiries made to Partners and the number of contacts made by Partners for economic development purposes; and

- e. Partners acknowledges that the use of County funds is limited to efforts to advance economic development in Moore County; and
- f. Coordinate with County and municipal staff to provide information useful in positioning sites and buildings as suitably as possible; and
- g. During prospect visits, make persuasive presentations on the viability of all Moore County properties that meet prospect criteria; and
- h. When appropriate, involve County and municipal representatives in presentations to prospects; and
- i. Follow-up with representatives and prospects; and
- j. Work with County, municipal, and State industry representatives to develop a program to identify existing businesses in Moore County planning to expand and work with companies to support expansion and retention efforts; and
- k. Meet regularly with Economic Development Partnership of North Carolina (EDPNC) representatives responsible for national and international recruitment; and
- l. Prepare materials for prospect requests for County and municipal officials as needed; and
- m. Make joint existing industry calls and coordinate with County and State programs with similar objectives as they relate to Moore County businesses; and
- n. Provide quarterly written program updates to the County and municipalities; and
- o. Establish relationships and participate with the EDPNC and other regional economic groups in connection with economic development in order to hear their perspective and recommendations and to discuss projects with them that may affect Moore County; and
- p. Make a presentation to the EDPNC staff, at least once per year, updating and highlighting events and development opportunities in Moore County; and
- q. Develop and maintain relationships with other economic development allies, such as businesses that are financially contributing to Partners, and others who benefit from economic development activities; and
- r. Coordinate with the Chamber of Commerce and local education and training institutions in the area of Workforce Development and provide information from local businesses about the supply and quality of available labor and specific needs for improvement; and
- s. Respond to referrals from participating local governments; and
- t. Develop a comprehensive economic development plan that specifically describes the requirements and strategies necessary for achieving the most successful economic development program possible; and

3. Marketing and Recruitment Services. In addition to the above, Partners will develop and implement a marketing plan that provides for program analysis and measurement and make contacts to increase penetration into desired target industries by performing the following:
 - a. Develop and implement a multi-year marketing plan that capitalize on opportunities for targeted advertising and the development of collateral marketing materials as available funding permits. Plan should include milestones to gauge program success and for fine-tuning the program; and
 - b. Use targeted industry list (automotive equipment; motorsports; information technology; manufacturing; service and wholesale trade; food; finance; insurance; headquarters and office space; and research and development including pharmaceuticals and biotechnology) to guide activities and expenditures; and
 - c. Operate and maintain a comprehensive website showcasing available County properties. Develop a new strategy to drive potential prospects to the website through search engines, existing collateral and affiliate websites, and to serve website visitors with targeted content for target businesses interested in Moore County; and
 - d. Capture prospect data such as contact information, reasons for relocating, special interests, and company statistics through a web-based form that rewards visitors with additional information on Moore County; and
 - e. Promote small business development by providing direct assistance to existing enterprise, advice on business plans for aspiring business owners and by referrals to the staffs of impacted municipalities responsible for small businesses; and
 - f. Develop new businesses by using a targeted industry list and make regular economic development business contacts. Contacts will be generated through Partners' participation in Research Triangle Regional Partnership sponsored business recruitment trips/site consultant visits when possible; and
 - g. Assist new and developing businesses when possible with regard to their obtaining financing through packaging and administration of SBA 504 loans and other loan programs. Make businesses, large and small, aware of all applicable incentive programs available from the municipalities and the State; and
 - h. Market existing industrial and office buildings located within older business districts and municipal areas and use any applicable individualized plans developed by the municipalities as guidelines for redevelopment; and
4. Materials. Partners agrees that all publications, materials, computer databases, site and building inventories, or other information or materials produced as part of this program, excluding information of a confidential nature regarding real estate and business identities or reproduction of custom photography without prior consent of the appropriate parties, may be used by the County or municipalities for other purposes without additional compensation to Partners.

5. Payment. The appropriation of One Hundred Thousand Dollars (\$100,000.00) to Partners will be remitted to Partners in four (4) equal installments of which the first shall be due and payable on September 15, 2015.
6. Financial Recordkeeping. Partners, at Partner's sole expense, will account to the satisfaction of the County's Internal Auditor for all funds received from the County under this Agreement and all expenditures made from funds.

Such accounting will be in a form prescribed by the County's Internal Auditor, and will include a report of all funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina will be deemed automatically approved by the Internal Auditor). Partners will also provide the Internal Auditor with an annual financial statement on or before January 28. The financial statement will be in the form of an Independent Accountant's Review Report summarizing the financial position of Partners in a format consistent with Exhibit A attached. Furthermore, Partners agrees that this Report (as referenced above and in Exhibit A) is a public record and will make it available to the public upon request. Partners will provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section will be deemed a material breach of this Agreement.

Partners will submit the management letter and annual financial statements to:

Moore County Financial Services
Attn: Finance Department-Internal Auditor
Post Office Box 905
Carthage, NC 28327
Telephone: 910-947-6310

Additionally, Partners will allow the County's Internal Auditor access to the records and information required hereunder and will facilitate a review of the accounting and program operations as may be required. The County will have the right to do site visits within one (1) week of request to do so.

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

7. Termination of the Agreement. This Agreement may be terminated for cause by either party giving the breaching party 30 days prior written notice of a material breach and the breaching party fails to cure the material breach within the 30 days. In the event of such a termination, Partners will provide the County with all pertinent information regarding the current status of all efforts in any stage of progress at that time.
8. Independent Contractor. Partners is an independent contractor and will not represent itself as an agent of the County. Partners is responsible for paying all federal, state and local taxes as well as business license fees arising out of Partners' activities in accordance with this Agreement.

9. Notice. All notices and other communications required or permitted by this Agreement will be in writing and delivered via a recognized national overnight delivery service or by certified mail, return receipt requested, to the following addresses:

COUNTY: COUNTY OF MOORE
ATTN: COUNTY MANAGER
P.O. BOX 905
CARTHAGE, NC 28327

PARTNERS: PARTNERS IN PROGRESS
ATTN: EXECUTIVE DIRECTOR
P.O. BOX 5885
PINEHURST, NC 28370-5885

10. Insurance and Liability. Partners will maintain worker's compensation and employer's liability insurance for employees as required by law. Partners will maintain insurance policies at all times with the minimum limits as follows:

- a. Coverage and Minimum Limits
 - i. General Liability of \$500,000 per occurrence
 - ii. Automobile Liability of \$500,000 per occurrence
 - iii. Umbrella of \$1,000,000 per occurrence
- b. Partners will provide the County with a Certificate of Insurance from an "A" rated insurance company upon request.

11. Indemnification. Partners will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the County from and against any and all claims, liabilities, losses, damages, costs, or expenses. This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:

- a. Inaccurate information or information known to Partners relating to the services provided to the County by Partners and any and all actions, advice, decisions or judgments made or recommended to the County; and
- b. Damages to persons, personal property, or the County caused by an act or omission of Partners; and
- c. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services.
- d. All claims and liabilities resulting from Partners' violation of federal, state, or local statute, regulation, or ordinance; and
- e. In the event that any good, service, or process sold and delivered or sold and performed is defective in any respect whatsoever, Partners will indemnify and hold harmless the County from all loss or the payment of all sums of money by reason of all accidents,

injuries, or damages to persons or property that happen or occur in connection with the use or sale of such good, service, or process.

12. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the County by virtue of the purchase of any good, service, or process by Partners, Partners will indemnify and hold the County harmless from all claims, demands, and legal obligations against the County in preparation, defense, or settlement of such claims.
13. Strict Compliance. The County may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Agreement.
14. Severability. In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the County and Partners will survive the completion of the services and the termination of the Agreement.
16. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Moore County, North Carolina.
17. Assignment. No assignment of this Agreement or any of the rights, benefits or duties under this Agreement, is permitted except by the written agreement of both parties.
18. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties. In addition, no subsequent amendment or modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

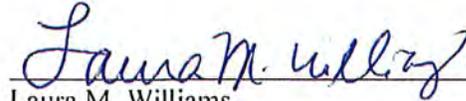
IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officers or agents. This Agreement is effective as of the date first written above.

COUNTY OF MOORE



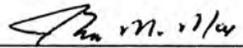
Nick J. Picerno, Chairman
Moore County Board of Commissioners

ATTEST:



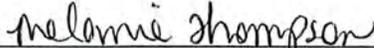
Laura M. Williams
Clerk to the Board

**MOORE COUNTY
PARTNERS IN PROGRESS**



By: John M. Masl
Title: Chairman

ATTEST:



By: Melanie Thompson
Title: Office Manager

PREAUDIT CERTIFICATE

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



Finance Officer

COUNTY OF MOORE

AGREEMENT

STATE OF NORTH CAROLINA

THIS AGREEMENT is made and entered into this 21st day of July, 2015, by and between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Moore County Partners in Progress, a North Carolina non-profit corporation ("Partners").

WITNESSETH

WHEREAS, Partners, in collaboration with the local Convention & Visitors Bureau and other key stakeholders in the community, spearheaded an economic development initiative called "Moore Opportunity" to enhance Moore County's overall competitiveness regionally, nationally, and globally in new business recruitment, existing industry retention and expansion, and entrepreneurial development; and

WHEREAS, Moore Opportunity project includes a marketing campaign known as "Moore Alive," which is a talent recruitment initiative to promote Moore County and its communities through a comprehensive marketing campaign that will help recruit and keep our communities replenished with new, talented, and innovative people who will start new businesses, enhance our workforce, and contribute intellectually, economically, and socially to the betterment of Moore County; and

WHEREAS, the centerpiece of the Moore Alive campaign is a website designed to attract and encourage individuals and families within a variety of demographic profiles to relocate to Moore County to live, work, and play; and

WHEREAS, to implement the Moore Opportunity project, in 2013 Partners distributed a Request for Proposals (RFP) to firms specializing in advanced website development and innovative marketing strategies, and the proposals received indicated a cost between \$100,000 to \$130,000 to complete the project; and

WHEREAS, the Duke Energy Foundation recognized the value and positive, long-term impact Moore Opportunity would have throughout Moore County and awarded a \$50,000 matching grant to support this initiative; and

WHEREAS, the Moore County Board of Commissioners approved within the Fiscal Year 2014-2015 Budget Ordinance the appropriation of \$25,000 to Partners in support of the Moore Alive website and the County paid Partners that \$25,000 in February of 2015 without a written agreement; and

WHEREAS, Partners has requested from the County an additional \$ 25,000 for continued support of the Moore Alive website for FY 2015-2016; and

WHEREAS, promoting economic development serves a public purpose and the County desires to promote business and encourage job growth for its citizens; and

WHEREAS, the County acknowledges that the Moore Opportunity project and Moore Alive website seeks to accomplish those objectives.

NOW, THEREFORE, the Moore County Board of Commissioners hereby ratifies the appropriation of \$25,000 paid to Partners in February of 2015.

FURTHERMORE, for and in consideration of a second appropriation of \$25,000 in FY 2015-2016 to assist in the cost of the Moore Alive website, the parties agree as follows:

A. The Website.

1. Partners will ensure that the Moore Alive website (www.moorealive.com) is fully functional and operational from July 1, 2015 through June 30, 2016.
2. Partners will ensure that the Moore Alive website includes, at a minimum, the following:
 - a. Targeted advertising and marketing materials to:
 - i. Maintain and recruit talented and innovative people who will start new businesses, enhance the Moore County's workforce, and contribute intellectually, economically, and socially to the betterment of Moore County; and
 - ii. Attract and encourage individuals and families within a variety of demographic profiles to relocate to Moore County to live, work, and play.
 - b. A request for contact information, such as e-mail address, in order to send individuals additional information regarding Moore County.
3. Partners will ensure that the following are used to promote the Moore Alive website:
 - a. Data analytics and other methodologies to improve the website's presence in search engines; and
 - b. Existing collateral and affiliate websites.

B. Materials. Partners agrees that all publications, materials, computer databases, or other information or materials produced as part of the Moore Alive campaign, excluding reproduction of custom photography without prior consent of the appropriate parties, may be used by the County or municipalities for other purposes without additional compensation to Partners.

C. Payment. The appropriation of \$25,000 to Partners will be paid upon the receipt of an invoice by the County.

D. Financial Recordkeeping. Partners, at Partner's sole expense, will account to the satisfaction of the County's Internal Auditor for all funds received from the County under this Agreement and all expenditures made from the funds.

Such accounting will be in a form prescribed by the County's Internal Auditor, and will include a report of all funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina will be deemed automatically

approved by the Internal Auditor). Partners will also provide the Internal Auditor with an annual financial statement on or before January 28. The financial statement will be in the form of an Independent Accountant's Review Report summarizing the financial position of Partners in a format consistent with Exhibit A attached. Furthermore, Partners agrees that this Report (as referenced above and in Exhibit A) is a public record and will make it available to the public upon request. Partners will provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section will be deemed a material breach of this Agreement.

Partners will submit the management letter and annual financial statements to:

Moore County Financial Services
Attn: Finance Department-Internal Auditor
Post Office Box 905
Carthage, NC 28327

Additionally, Partners will allow the County's Internal Auditor access to the records and information required hereunder and will facilitate a review of the accounting and program operations as may be required. The County will have the right to do site visits within one (1) week of request to do so.

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

- E. Termination of the Agreement. This Agreement may be terminated for cause by either party giving the breaching party 30 days prior written notice of a material breach and the breaching party fails to cure the material breach within the 30 days. In the event of such a termination, Partners will provide the County with all pertinent information regarding the current status of all efforts in any stage of progress at that time and will immediately pay to the County any funds not yet spent. This in no way limits the County's ability to demand repayment of the entire \$25,000.
- F. Independent Contractor. Partners is an independent contractor and will not represent itself as an agent of the County. Partners is responsible for paying all federal, state and local taxes as well as business license fees arising out of Partners' activities in accordance with this Agreement.
- G. Notice. All notices and other communications required or permitted by this Agreement will be in writing and delivered via a recognized national overnight delivery service or by certified mail, return receipt requested, to the following addresses:

COUNTY: COUNTY OF MOORE
ATTN: COUNTY MANAGER
P.O. BOX 905
CARTHAGE, NC 28327

PARTNERS: PARTNERS IN PROGRESS
ATTN: EXECUTIVE DIRECTOR
P.O. BOX 5885
PINEHURST, NC 28370-5885

- H. Insurance and Liability. Partners will maintain worker's compensation and employer's liability insurance for employees as required by law. Partners will maintain insurance policies at all times with the minimum limits as follows:
1. Coverage and Minimum Limits
 - a. General Liability of \$500,000 per occurrence
 - b. Automobile Liability of \$500,000 per occurrence
 - c. Umbrella of \$1,000,000 per occurrence
 2. Partners will provide the County with a Certificate of Insurance from an "A" rated insurance company upon request.
- I. Indemnification. Partners will, to the fullest extent permitted by law, indemnify, defend, and hold harmless, the County from and against any and all claims, liabilities, losses, damages, costs, or expenses. This includes, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to, any or all of the following:
1. Inaccurate information or information known to Partners relating to the services provided to the County by Partners and any and all actions, advice, decisions or judgments made or recommended to the County; and
 2. Damages to persons, personal property, or the County caused by an act or omission of Partners; and
 3. All claims, suits, losses, injuries, death, and property liability, including, without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services.
 4. All claims and liabilities resulting from Partners' violation of federal, state, or local statute, regulation, or ordinance; and
 5. In the event that any good, service, or process sold and delivered or sold and performed is defective in any respect whatsoever, Partners will indemnify and hold harmless the County from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that happen or occur in connection with the use or sale of such good, service, or process.
- J. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the County by virtue of the purchase of any good, service, or process by Partners, Partners will indemnify and hold the County harmless from all claims, demands, and legal obligations against the County in preparation, defense, or settlement of such claims.
- K. Strict Compliance. The County may at any time insist upon strict compliance with these terms and conditions despite any previous course of dealing or course of performance between the parties that may have been contrary to the terms of this Agreement.

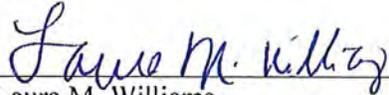
- L. Severability. In the event that any provision herein is deemed invalid or unenforceable, the other provisions will remain in full force and effect, and binding on both parties.
- M. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the County and Partners will survive the completion of the services and the termination of the Agreement.
- N. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, is governed by the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the General Courts of Justice of North Carolina. In addition, the parties agree that the exclusive venue for any legal proceeding will be Moore County, North Carolina.
- O. Assignment. No assignment of this Agreement or any of the rights, benefits or duties under this Agreement, is permitted except by the written agreement of both parties.
- P. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties. This Agreement supersedes all prior agreements, whether written or oral, that may exist between the parties. In addition, no subsequent amendment or modification to this Agreement or waiver of any provisions will be effective unless in writing and signed by both parties.

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

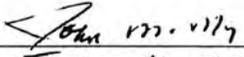
COUNTY OF MOORE


 Nick J. Picerno, Chairman
 Moore County Board of Commissioners

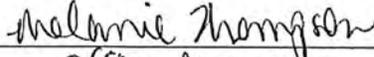
ATTEST:


 Laura M. Williams
 Clerk to the Board

**MOORE COUNTY
 PARTNERS IN PROGRESS**

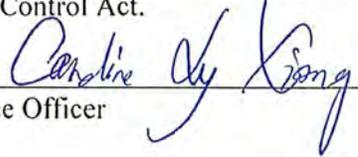

 By: John M. Mah
 Title: Chairman

ATTEST:


 By: Office Manager Melanie Thompson
 Title: _____

PREAUDIT CERTIFICATE

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


 Finance Officer

Room Occupancy Tax from FY2014 to FY2016

	<u>Gross Room</u>	<u>Less 3%</u>	<u>Less 1%</u>	<u>7%</u>	<u>CVB Net</u>	<u>15%</u>
	<u>Occupancy Tax</u>	<u>< 500,000</u>	<u>>500,000</u>	<u>CVB Airport</u>	<u>Occ Tax</u>	<u>MCA Contr.</u>
				<u>Improvement</u>		<u>(15% of CVB)</u>
FY2013/2014	1,629,702.95	14,999.99	11,297.03	114,079.21	1,489,326.73	15,000.00
FY2014/2015	1,400,138.78	14,999.99	9,001.39	98,009.71	1,278,127.69	14,701.46
FY2015/2016	1,454,694.69	14,999.99	9,546.96	101,828.63	1,328,319.12	15,000.00
	4,484,536.42	44,999.97	29,845.37	313,917.55	4,095,773.53	44,701.45

Room Occupancy Tax from FY2014 to FY2016

<u>FY 2013-2014</u>	<u>Gross Room Occupancy Tax</u>	<u>Less 3% < 500,000</u>	<u>Less 1% >500,000</u>	<u>7% CVB Airport Improvement</u>	<u>CVB Net Occ Tax</u>	<u>15% MCA Contr. (15% of CVB)</u>
July	113,856.05	3,415.68	0.00	7,969.92	102,470.45	1,195.49
August	114,010.24	3,420.31	0.00	7,980.72	102,609.22	1,197.11
September	129,984.44	3,899.53	0.00	9,098.91	116,986.00	1,364.84
October	159,124.68	4,264.47	169.75	11,138.73	143,551.73	1,670.81
November	96,606.12	0.00	966.06	6,762.43	88,877.63	1,014.36
December	52,710.34	0.00	527.10	3,689.72	48,493.51	553.46
January	44,352.01	0.00	443.52	3,104.64	40,803.85	465.70
February	66,501.91	0.00	665.02	4,655.13	61,181.76	698.27
March	130,306.95	0.00	1,303.07	9,121.49	119,882.39	1,368.22
April	192,155.63	0.00	1,921.56	13,450.89	176,783.18	2,017.63
May	168,596.25	0.00	1,685.96	11,801.74	155,108.55	1,770.26
June	361,498.33	0.00	3,614.98	25,304.88	332,578.46	1,683.85
	1,629,702.95	14,999.99	11,297.03	114,079.21	1,489,326.73	15,000.00

** 15% of CVB's Airport Improvement contributions can not exceed \$15,000 a year*

Total Airport Contributions FY13/14:

\$129,079.21

<u>FY 2014-2015</u>	<u>Gross Room Occupancy Tax</u>	<u>Less 3% < 500,000</u>	<u>Less 1% >500,000</u>	<u>7% CVB Airport Improvement</u>	<u>CVB Net Occ Tax</u>	<u>15% MCA Contr. (15% of CVB)</u>
July	117,333.19	3,520.00	0.00	8,213.32	105,599.87	1,232.00
August	108,887.33	3,266.62	0.00	7,622.11	97,998.60	1,143.32
September	149,627.85	4,488.84	0.00	10,473.95	134,665.07	1,571.09
October	177,800.71	3,724.54	536.49	12,446.05	161,093.63	1,866.91
November	99,544.75	0.00	995.45	6,968.13	91,581.17	1,045.22
December	53,162.73	0.00	531.63	3,721.39	48,909.71	558.21
January	47,861.92	0.00	478.62	3,350.33	44,032.97	502.55
February	66,257.65	0.00	662.58	4,638.04	60,957.04	695.71
March	110,308.99	0.00	1,103.09	7,721.63	101,484.27	1,158.24
April	172,306.41	0.00	1,723.06	12,061.45	158,521.90	1,809.22
May	166,910.93	0.00	1,669.11	11,683.77	153,558.06	1,752.56
June	130,136.32	0.00	1,301.36	9,109.54	119,725.41	1,366.43
	1,400,138.78	14,999.99	9,001.39	98,009.71	1,278,127.69	14,701.46

** 15% of CVB's Airport Improvement contributions can not exceed \$15,000 a year*

Total Airport Contributions FY14/15:

\$112,711.17

<u>FY 2015-2016</u>	<u>Gross Room</u>	<u>Less 3%</u>	<u>Less 1%</u>	<u>7%</u>	<u>CVB Net</u>	<u>15%</u>
	<u>Occupancy Tax</u>	<u>< 500,000</u>	<u>>500,000</u>	<u>CVB Airport</u>	<u>Occ Tax</u>	<u>MCA Contr.</u>
				<u>Improvement</u>		<u>(15% of CVB)</u>
July	140,854.03	4,225.62	0.00	9,859.78	126,768.63	1,478.97
August	118,420.92	3,552.63	0.00	8,289.46	106,578.83	1,243.42
September	149,267.65	4,478.03	0.00	10,448.74	134,340.89	1,567.31
October	171,205.58	2,743.71	797.49	11,984.39	155,679.99	1,797.66
November	95,780.98	0.00	957.81	6,704.67	88,118.50	1,005.70
December	64,233.75	0.00	642.34	4,496.36	59,095.05	674.45
January	53,289.04	0.00	532.89	3,730.23	49,025.92	559.53
February	68,348.70	0.00	683.49	4,784.41	62,880.80	717.66
March	119,762.40	0.00	1,197.62	8,383.37	110,181.41	1,257.51
April	187,548.41	0.00	1,875.48	13,128.39	172,544.54	1,969.26
May	156,157.96	0.00	1,561.58	10,931.06	143,665.32	1,639.66
June	129,825.27	0.00	1,298.25	9,087.77	119,439.25	1,088.87
	1,454,694.69	14,999.99	9,546.96	101,828.63	1,328,319.12	15,000.00

Total Airport Contributions FY15/16:

\$116,828.63

** 15% of CVB's Airport Improvement contributions
can not exceed \$15,000 a year*

Organization and Governance of Local Health and Human Services

Aimee Wall
Moore County
June 2016

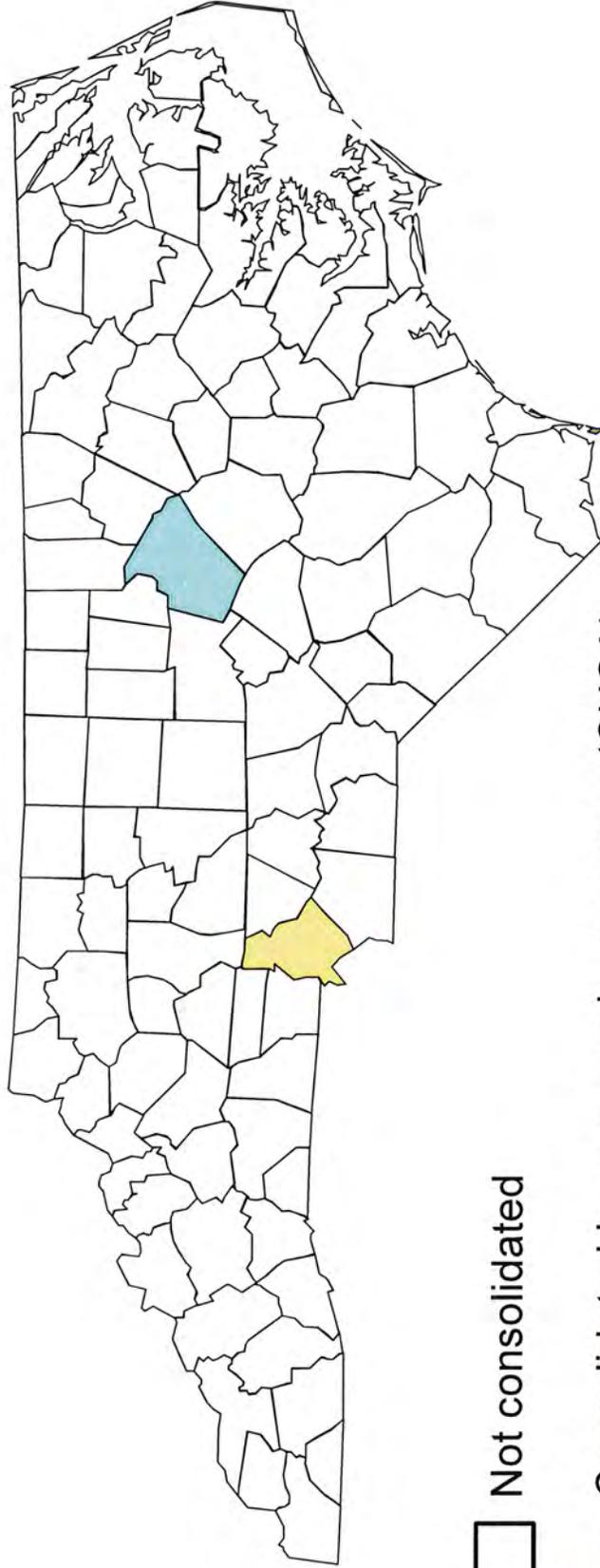


UNC
SCHOOL OF GOVERNMENT

www.sog.unc.edu

PH and SS Organization and Governance

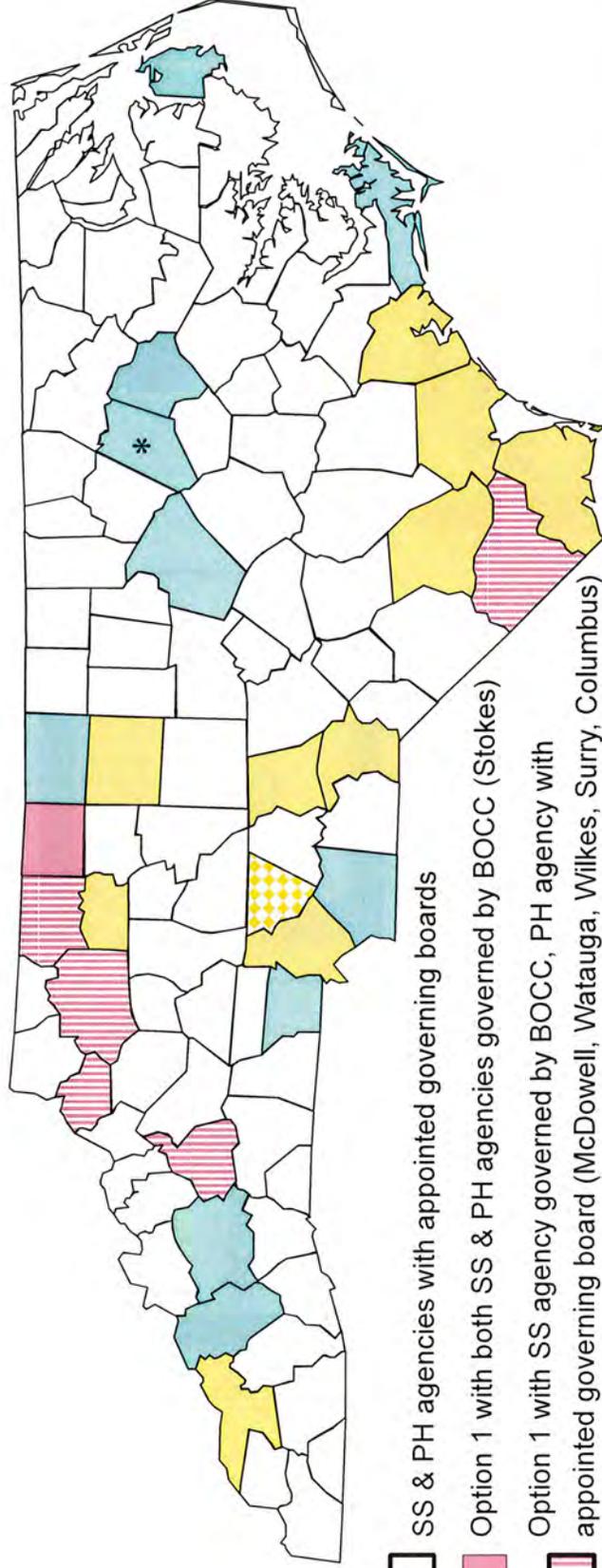
June 2012



- Not consolidated
- Consolidated human services agency (CHSA) with a consolidated human services board (Wake)
- CHSA with BOCC as governing board (Mecklenburg)

PH and SS Organization and Governance

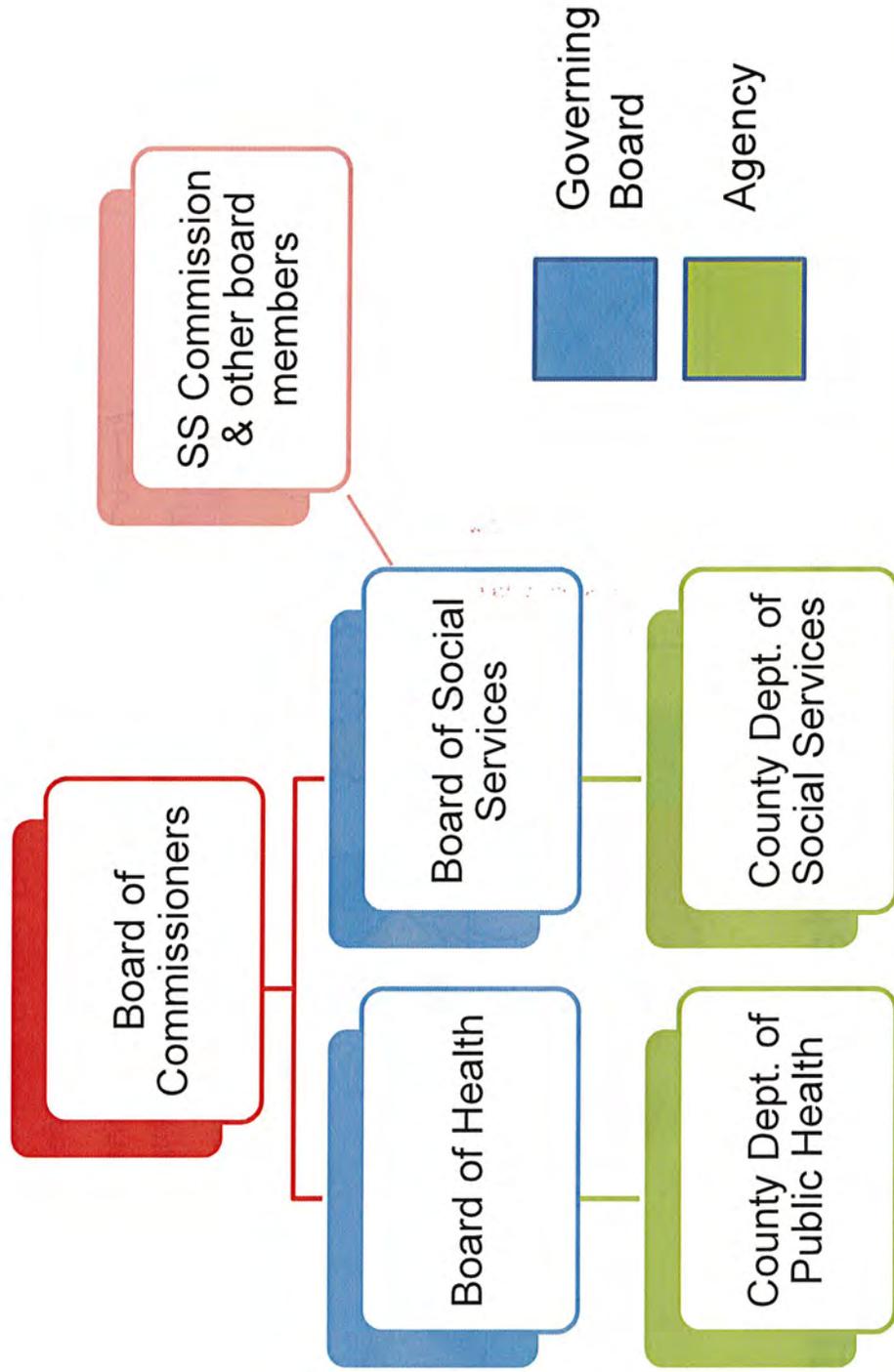
Resolutions as of September 1, 2015



-  SS & PH agencies with appointed governing boards
-  Option 1 with both SS & PH agencies governed by BOCC (Stokes)
-  Option 1 with SS agency governed by BOCC, PH agency with appointed governing board (McDowell, Watauga, Wilkes, Surry, Columbus)
-  Option 2 with consolidated HS agency including SS & PH, appointed CHS board (Haywood, Buncombe, Gaston, Union, Rockingham, Wake, Nash, Edgecombe, Carteret, Dare)
-  Option 3 with consolidated HS agency including SS & PH, governed by BOCC, health advisory committee (Swain, Yadkin, Mecklenburg, Guilford, Montgomery, Richmond, Bladen, Brunswick, Pender, Onslow)
-  Option 3 with consolidated HS agency including SS & other human services but not PH, governed by BOCC (Cabarrus)



Moore County



Options



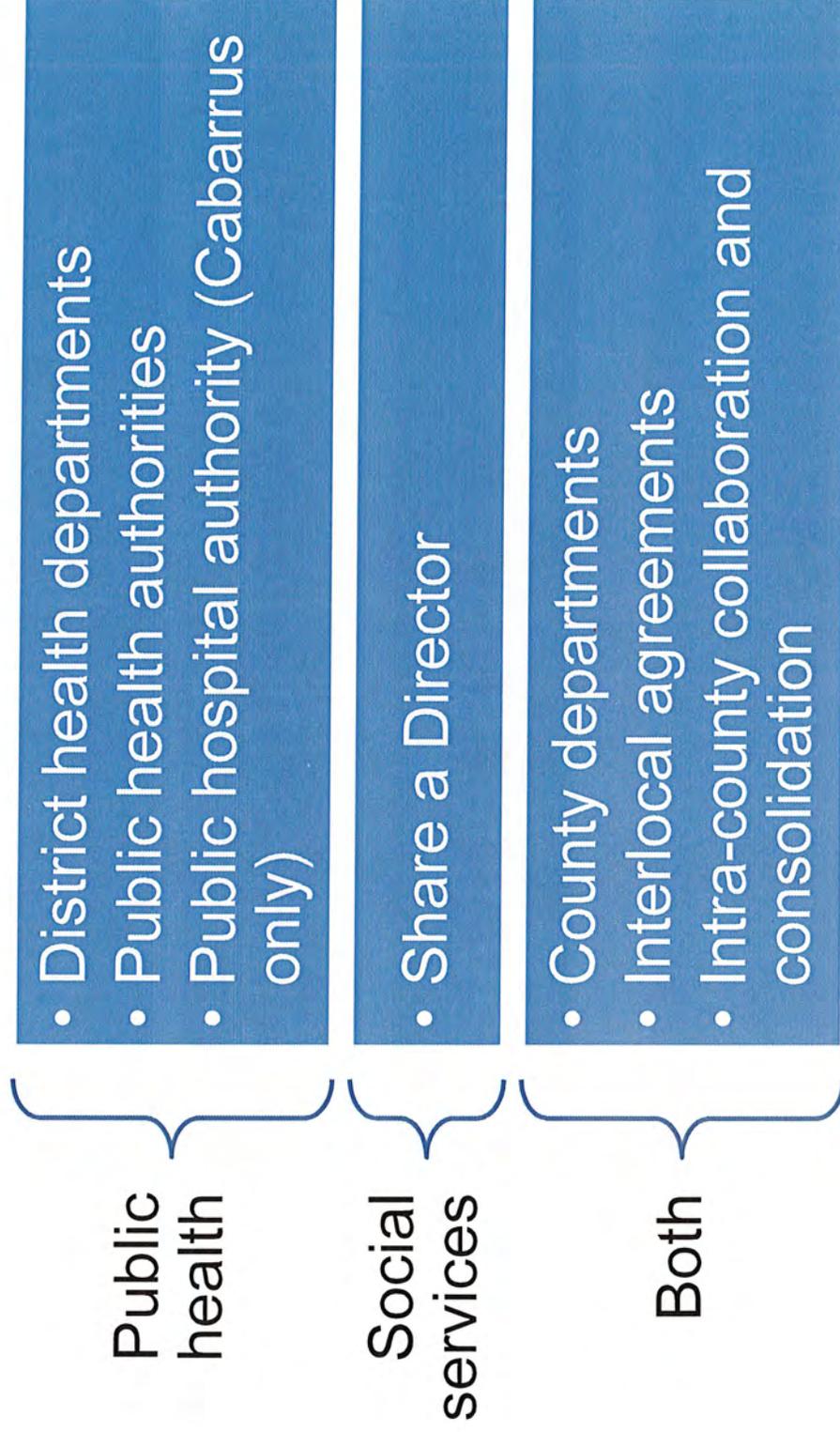
Stay the same

Options under “old” laws

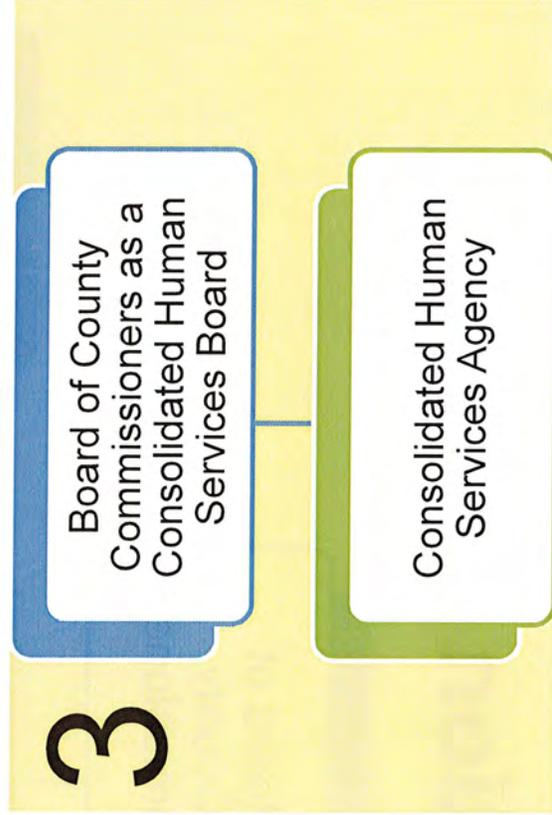
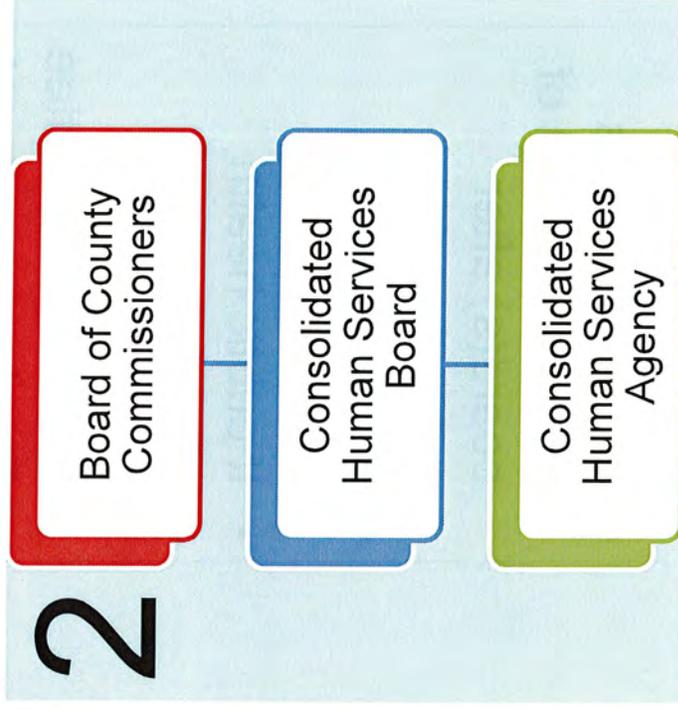
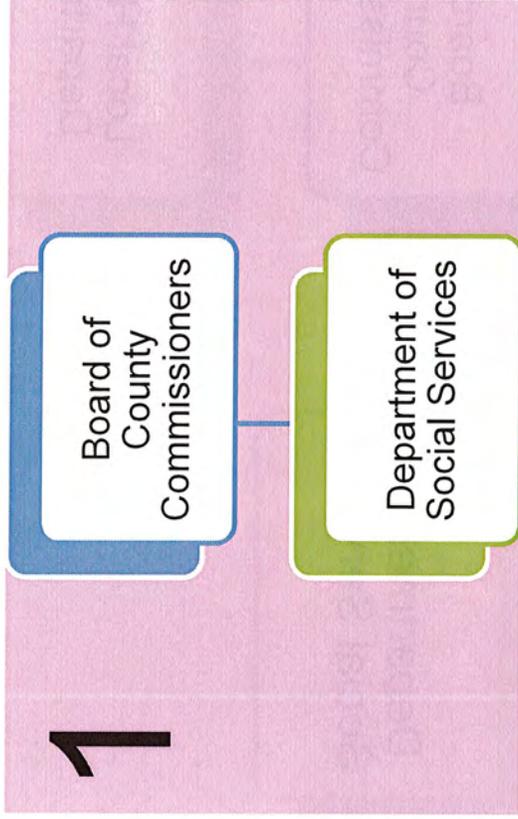
Options under new law



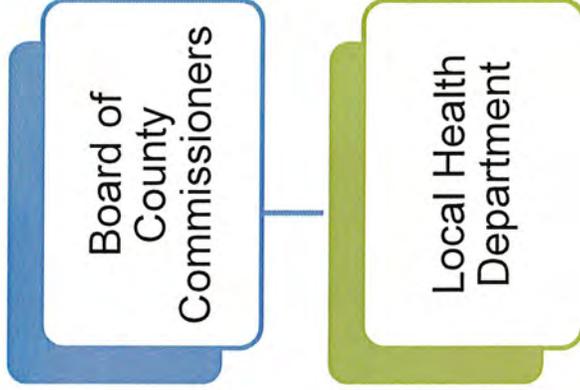
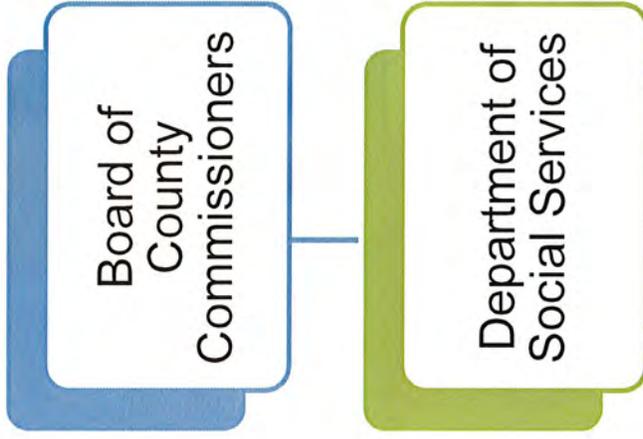
Options Under “Old” Laws



Options Under “New” Law

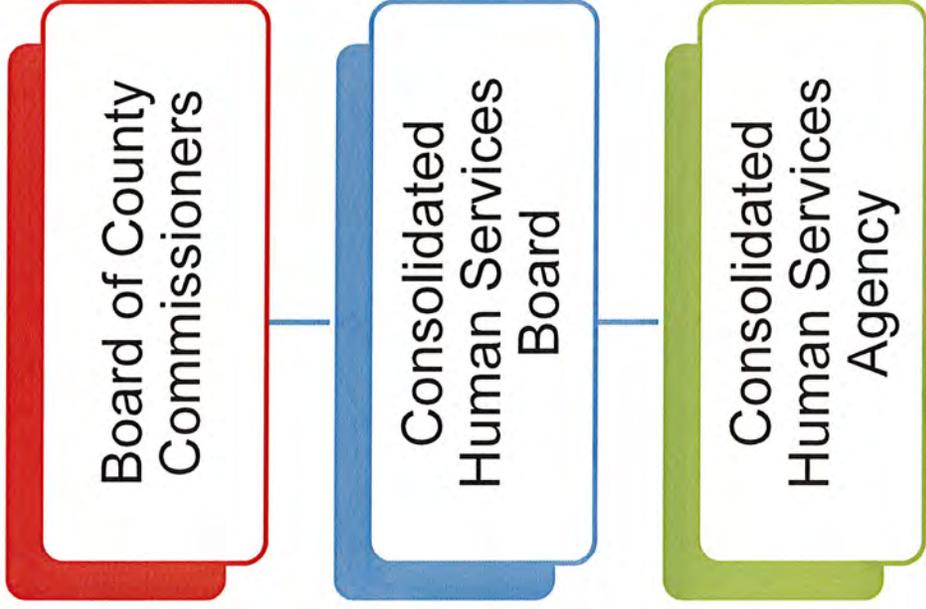


Option One



- Departments not consolidated
- BOCC assumes powers & duties of board(s) after public hearing
- BOCC appoints dept. directors
- If public health affected, must appoint health advisory committee
- Employees subject to SHRA

Option Two



- BOCC creates CHSA & appoints CHS board
- Manager appoints CHS director w/advice & consent of CHS board
- CHS director appoints person with health director qualifications
- SHRA option



Option Three

Board of County
Commissioners as a
Consolidated Human
Services Board

Consolidated Human
Services Agency

- BOCC creates CHSA & assumes powers & duties of CHS board after public hearing
- Manager appoints CHS director w/advice & consent of BOCC acting as CHS board
- CHS director appoints person with health director qualifications
- SHRA option
- If agency includes PH, must appoint health advisory committee

Key Differences

	Board	Hire Agency Director	HR
DSS	Appointed; 3-5 mem.	Board hires	SHRA
PH	Appointed; 11 mem.	Board hires	SHRA
One	Elected*	BOCC hires	SHRA
Two	Appointed; up to 25 mem.	Manager hires with advice & consent of CHS board	SHRA Optional
Three	Elected*	Manager hires with advice & consent of BOCC	SHRA optional

* If public health affected, must appoint health advisory committee

CHS Board

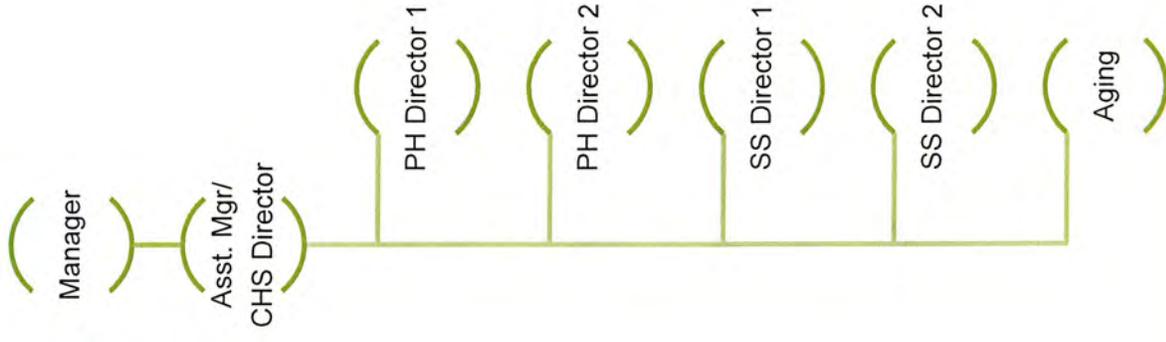
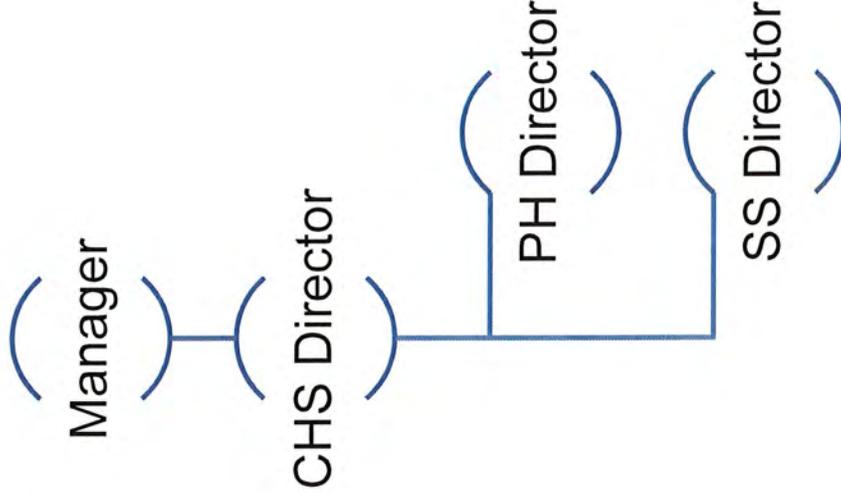
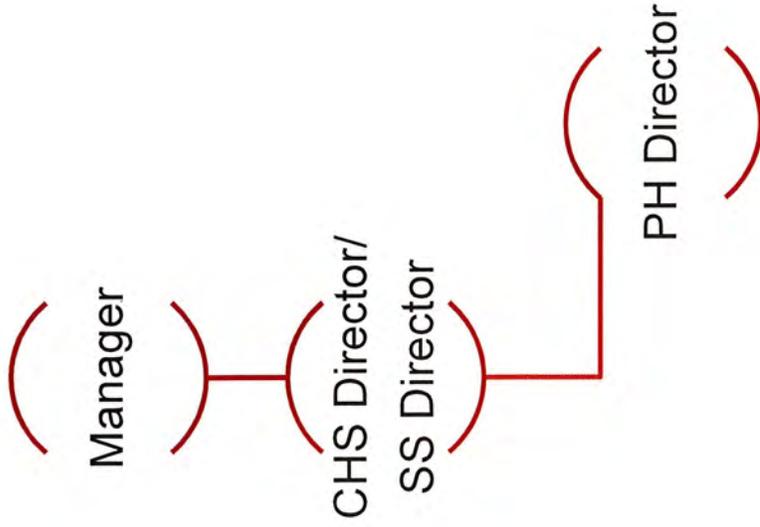
Who?

- County commissioner
- 4 consumers of human services
- Professionals: Psychologist, Pharmacist, Engineer, Dentist, Optometrist, Veterinarian, Social Worker, Registered Nurse, Two physicians (one must be a psychiatrist)
- Up to 12 others

What?

- Assume all powers and duties of PH/SS boards, except hiring director
- Other powers and duties
 - Advise and consent to hiring/firing of director
 - “Plan and recommend” a budget
 - Assure compliance with state/federal laws
 - Recommend creation of human services programs
 - Perform public relations and advocacy functions

CHS Organizations Vary



Defining Goals

- What are the county's goals and what route will get you there?
 - Improve service delivery for citizens
 - Create a new vision for human services programs
 - Create a unified personnel system for all county personnel
 - Change the relationship between board of county commissioners and the departments
 - Identify efficiencies and reduce human services spending
 - Others?

Questions?



- Aimee Wall
 - 919.843.4957
 - wall@sog.unc.edu
- Jill Moore
 - 919.966.4442
 - moore@sog.unc.edu
- CHSA Resources
 - <http://www.sog.unc.edu/node/31296>



COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016
Agenda Item: Animal Control Ordinance update
Department: Animal Operations
Fund: 10021570
Presenter(s): Brenda Sears

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

The Animal Control Ordinance has not been updated since 2008 when Animal Operations was under the Health Department. The Legal Department and staff worked to make the needed updates and improvements to agree with changes in state law, clarify some sections and add needed language to others.

*****This revision does not include a proposal for mandatory spay and neuter, licensing, prohibition of tethering or any other topic of controversy that has been discussed at Advisory Board meetings. This is simply an update to improve the quality of the existing document.*****

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

Staff requests approval of the updated ordinance so that Animal Operations has the benefit of an accurate, lawful and enforceable ordinance.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Staff requests direction from the Board of Commissioners for scheduling approval of the updated Animal Control Ordinance at an upcoming Board meeting.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

Animal Control Ordinance Update 2016 –presented by Animal Operations Director, Brenda Sears

- I. General
 - a. The ordinance in its present form was adopted in 2008 when the Animal Operations was under the Health Director.
 - b. Experience enforcing the ordinance over the years has demonstrated the need for an update to clarify the language and make it more accurate and enforceable.
 - c. Several language updates were needed throughout, such as changing the description of field officer from Animal Control Officer to Animal Services Officer.

- II. Equine Animal Care –Section 4-3 (J)
 - a. A law passed in 2015 prevents local authorities from dictating the manner of feeding and sheltering livestock, including horses, rendering some of the current language unlawful. A footnote was added to the update with the language from the new law and some sections had to be removed and modified.

- III. Dangerous dog –Section 4-4
 - a. This area of the current ordinance is both inadequate for to protect public safety and difficult to understand. The updated language explains the difference between classifying a dog "dangerous" under state vs. local law and explains due process under each.

- IV. Exotic and Wild Animals –Section 4-8
 - a. Due to overlapping definitions and lack of clarity it is difficult to address issues involving non-domestic animals and identify prohibited species under the current ordinance. The update also describes appropriate exemptions for the keeping of certain species.

- V. Penalties -Section 4-10
 - a. This is currently one of the more confusing sections and conspicuously lacks any provision for due process. The update clarifies the difference between civil and criminal actions and describes the process for appeals.

- VI. Feral Cat Colonies -Section 4-11
 - a. This section required clarification, updated definitions and an update to address compliance with state rabies law.

- VII. At Large -Section 4-12
 - a. The update makes running at large an independent violation of the ordinance instead of a nuisance.

- VIII. Security Bond -Section 4-63 (H,J,I)
 - a. A feature of many modern animal ordinances is inclusion of a provision mandating a security bond be posted for continued care of animals being held longer than the standard hold period. This is a protection for the County since failure to comply ultimately results in ownership of the animal or animals reverting to the County and prevents the need to care for them for long periods of time.

Moore County Animal Operations Ordinance

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ARTICLE I. IN GENERAL

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake or release an *animal* previously in the custody, care or possession of a *person* without providing for the adequate, continued care of the *animal*.

Animal means every living creature, domestic or non domestic, but does not include humans.

Animal shelter means any premises designated by the Animal Operations Director for the purpose of *impounding* and caring for *animals*.

At large means an *animal unrestrained* off the property of its *owner* or *keeper*.

Dangerous dog means a dog that

- while off the *owner's* real property, approaches any *person* in an attitude of attack or kills or inflicts *severe injury* to a *domestic animal*
- inflicts a bite resulting in *severe injury* to a person
- is kept or trained for dog fighting
- displays a behavior or set of behaviors determined by the Animal Services Officer to represent a likely or potential threat to public health or safety
- is trained or used as a *security dog* and is of sufficient size and temperament to inflict *severe injury*.

Domestic animal means *animals* including but not limited to dogs, cats, horses, ponies, donkeys, mules, sheep, cattle, goats, hogs, poultry, ferrets, llamas and emus commonly kept in cohabitation with or in close proximity to humans.

Exotic animal means any living *animal*, which is strikingly or excitingly different or unusual and not ordinarily kept as a *pet* or *domestic animal*. By way of example, *exotic animal* shall include, but is not limited to, lions, tigers, wolves, apes, monkeys, venomous reptiles, and venomous spiders. A hybrid of any *exotic animal*, regardless of genetic percentages, shall be deemed exotic.

Exotic pet animal shall mean a non-venomous *animal* imported or raised specifically as a *pet* and ordinarily available to the general public as such. This category shall include, but is not limited to, iguanas and other lizards, pythons, boas, amphibians, parrots, tropical fish and rodents.

Exposure to rabies means when an *animal* reasonably suspected of having rabies bites or

otherwise comes in contact with any *person* or domestic mammal. In addition, any *person* known to be unconscious and in the same living space with a bat constitutes a *rabies exposure*.

Feral cat means a cat that is unsocialized to humans and has a temperament of extreme fear of and resistance to contact with humans.

Feral cat caregiver means any *person* who, in accordance with a *trap, neuter, return and management program*, traps, sterilizes, ear tips, and maintains current rabies vaccinations for outdoor cats.

Health Department means the Moore County Health Department.

Health Director means the Health Director of the Moore County Health Department.

Humanely destroy is synonymous with *Euthanize* and means that an *animal* is put to death in a manner which complies with guidelines set forth by American Veterinary Medical Association (AVMA), the Humane Society of the United States (HSUS) or the American Humane Association (AHA).

Impoundment means any *animal* in custody of a *person* or *animal shelter* duly authorized by the Animal Operations Director.

Keeper means a *person* having custody of an *animal*, who keeps or harbors an *animal*, or who knowingly permits an *animal* to remain on or about any premises occupied or controlled by such *person*. A *keeper* may be considered an owner for the purpose of this chapter after thirty (30) days.

Law enforcement dog means any dog used by a law enforcement agency in the investigation of crimes or as otherwise necessary in the enforcement of the law.

Nuisance means:

1. An *animal* which damages, soils, or defiles private or public property; or
2. An *animal* which is *at large* three (3) or more times within twelve (12) months; or
3. An *animal* which causes unsanitary, unsightly or offensive conditions; or
4. An *animal* which chases, snaps at, harasses or impedes pedestrians, other *animals*, bicyclists or vehicles; or
5. An *animal* which is diseased or dangerous to the public health; or
6. An *animal* which makes excessively loud, prolonged, continued or repeated noises, including but not limited to, howling, barking, whining or other utterances

causing unreasonable annoyance, disturbance or discomfort to *persons* of ordinary sensibility in close proximity to the premises where the *animal* is located or harbored.

8. Allowing to remain *unattended* or failing to confine a female dog in season in and enclosure such that she will not be in contact with another dog or attract other *animals*.

Owner means any *person*, or legal entity that keeps or harbors an *animal*, assumes care of an *animal* or acts as a custodian of an *animal*, unless the *animal* is being boarded. The *owner* has the right of property in the *animal* and/or is the primary *person* responsible for the care, handling and behavior of his/her *animal*. *Owner* does not include a *person* keeping a *feral cat(s)* as a *feral cat caregiver*.

Person means any individual, corporation, partnership, organization, or institution commonly recognized by law as a unit.

Pet means any *domestic animal* kept for pleasure rather than utility.

Placement partner means any private, non-profit, organization with federal 501 (c) 3 tax exempt status, dedicated to fostering and adopting *animals*, commonly referred to as a rescue organization.

Restrained means

1. Controlled by means of a leash or other like device held in the hand of a *person* of sufficient strength to control the *animal*; or
2. Entirely within a vehicle being driven or parked; or
3. Entirely within an appropriate container or kennel designed to hold the *animal*

Secure enclosure means a padlocked structure with six sides including a top. The bottom must be concrete unless the sides are buried one foot deep in hard packed soil. The structure shall be a minimum of four feet high and comprise at least 144 square feet in area. If the *animal* is over fifteen (15) inches at the shoulder, the structure shall be a minimum of six (6) feet in height.

Secure fence means a padlocked fence that is a minimum of four (4) feet high and secure enough to contain a particular dog at all times.

Security dog means a dog trained or conditioned to attack or otherwise respond in a threatening manner for the purpose of protecting any *person* or property.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization

Tethered means fastened by means of chain, rope, cable or other device to any stationary object

Trap Neuter Return Manage (TNRM) is a *feral cat* program designed to eliminate *feral cat* populations over time without permanent physical removal of cats.

Unattended means any *animal* not in the immediate presence of an *owner*, handler or caregiver.

Veterinary care means a licensed Veterinarian supervising the treatment of an *animal* for illness, injury or the prevention of disease.

Wild animal means any *non-domestic animal* normally found in a *wild or feral* state and generally under regulation of the North Carolina Wildlife Resources Commission or similar agency. By way of example, *wild animal* shall include, but is not limited to bob cats, coyotes, black bear, deer, raccoons, turkeys and skunks. A hybrid of any *wild animal*, regardless of genetic percentages, shall be deemed *wild*.

Sec. 4-2. Agency authority and responsibility.

- A. The Board of Commissioners shall be responsible for an *animal shelter* or the designation of an organization to operate a shelter.
- B. Authority is hereby granted to the Moore County Animal Operations Department to establish and maintain an animal control program, to employ Animal Services Officers and such other employees as shall be determined necessary by the Board of Commissioners and to appoint and compensate Animal Services Officers and such other employees in accordance with Moore County policy.
- C. The Animal Services Officers of the Animal Operations Department shall:
 1. Have the responsibility along with law enforcement agencies to enforce all laws of the State and all ordinances of the County pertaining to *animals* and shall cooperate with all law enforcement officers within the County in fulfilling this duty; and
 2. Enforce and carry out all laws of the State and all ordinances of the County pertaining to rabies control; and
 3. Be responsible for the investigation of all reported *animal* bites, the quarantine of any *domestic animal* involved and suspected of having rabies, for a period of not less than ten days, and for reporting to the *Health Director* the

occurrence of any such *animal* bite and the condition of any quarantined *animal*; and

4. Be responsible for the seizure and impoundment, where deemed necessary, of any dog or other *animal* in the County involved in a violation of this chapter or any other County ordinance or State law; and
5. Investigate cruelty or abuse with regard to *animals*; and
6. Make such canvasses of the County, including homes within the County, as necessary for the purpose of ascertaining compliance with this chapter or State law; and
7. Keep, or cause to be kept, accurate and detailed records of the following:
 - a. Seizure, impoundment, and disposition of all *animals* coming into the custody of the *animal shelter*; and
 - b. Bite cases, violations, complaints and investigations of same; and
 - c. All money belonging to the Animal Operations Department and/or Moore County which were derived from fees, penalties, license tags, the sale of *animals* or sources other than taxes; and
 - d. Any other matters deemed necessary by the Animal Operations Director.
8. Be empowered to issue notices of violation of this chapter in such form as the Animal Operations Director may prescribe.

Sec. 4-3. Animal Care. **

- A. It shall be a violation for any *person* to maliciously molest, torture, torment, deprive of necessary sustenance, cruelly beat in any manner, mutilate, kill, wound, maim, disfigure, injure, poison, burn or scald with any substance, drown, *abandon* or subject to conditions detrimental to its health or general welfare, any *animal*, or to cause or procure such action. The words “torture” and “torment” shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit the lawful taking of *animals* under the jurisdiction and regulation of the North Carolina Wildlife Resources Commission, nor to prohibit the Animal Services Officers, or *persons* duly authorized by the Animal Operations Director or veterinarians from destroying dangerous, unwanted or injured *animals* in a humane manner, nor to prohibit the lawful use of *animals* for scientific research.

- B. It shall be a violation for any *person* to in any manner tease, annoy, disturb, molest, or irritate an *animal* that is confined to the *owner's* premises.
- C. It shall be a violation for any *owner* or *keeper* to fail to provide his/her *animal(s)*, or an *animal* entrusted to his/her care, with adequate shelter and protection from the weather, sufficient and wholesome food and water. Proper care shall also include the opportunity for daily exercise, sanitary accommodations and *veterinary* treatment when needed to prevent the spread of infectious diseases, injury or suffering.
- D. Required Provisions:
1. That each *animal* shall, at suitable intervals, and at least once every twenty-four (24) hours, receive a quantity of wholesome foodstuff suitable for the *animal's* physical condition and age, and sufficient to maintain an adequate body condition; and
 2. That each *animal* shall have access to clean, fresh, potable water, and such water shall be either free-flowing or in a receptacle. Receptacles shall made of non-toxic material and be sanitized regularly. If not secured, the Animal Services Officer may order the receptacle mounted or secured in a manner that prevents tipping.
 3. That each *animal* shall have convenient access to shelter appropriate to the species throughout the year. Any artificial shelter shall be structurally sound and maintained in good repair to protect the *animal* from injury and from the elements, and shall be of sufficient size to permit the *animal* to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the *animal* from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, does not comply with this section. The shelter and any other spaces accessible to the *animal* and all bedding for the *animal* shall be dry and maintained in a manner which minimizes the risk of the *animal* contracting diseases, being injured or becoming infested with parasites. Examples of unacceptable shelter include, but are not limited to, the following: underneath outside steps; decks or stoops; underneath houses; inside or underneath motor vehicles; inside cardboard boxes; inside metal barrels; inside temporary *animal* carriers or crates; shelters located in flood-prone areas; or shelters surrounded by waste, debris, obstructions or impediments that may endanger an *animal*. Acceptable adequate shelter means an enclosure having at least three solid sides, a roof and a solid floor; and
 4. That each *animal* shall receive care and medical treatment for debilitating injuries, parasites and disease, sufficient to maintain the *animal* in good health and to minimize suffering.

- E. It shall be a violation for any *person* to *tether* any *animal* in such a manner as to permit it to be upon any public sidewalk or street, or to leave it *unattended* while *tethered* on public property. It shall be a violation to *tether* an *animal* in such a manner as to cause it injury or pain, or not permit it, while *unattended*, to reach shelter, food and water.

Tethers shall be fastened to a collar (not choke chain or pinch collar) or harness on the *animal* and snapped to a D-Ring on the collar or harness. The tether must have a swivel at the collar to prevent entanglement and shall be of appropriate length and weight for the size of the *animal*, as determined by the Animal Operations Director or his/her designee.

- F. Declawed cats (cats with front and/or hind claws removed) shall not be permitted as outdoor *pets* and shall be kept strictly indoors.
- G. Primary enclosures for cats shall be sanitary, maintained in good repair and in a manner to prevent injury to cats and to keep other *animals* out. Cats may not be kept in enclosures deemed inadequate in size or over crowded by the Animal Services Officer. In all cat enclosures, a receptacle containing clean litter shall be provided for waste.
- H. If an *animal* dies and is buried on the *owner's* property, it is the responsibility of the *owner* to see that the *animal* is buried within twenty-four (24) hours of knowledge of its death, at least 300 feet away from any water source, and that the carcass is covered with at least three feet of earth. If the *owner* is not able to transport an *animal* due to its size and/or dispose of the carcass, Moore County Animal Operations may make those arrangements for the *owner* and bill the *owner* for expenses incurred.
- I. The driver of any vehicle which injures or kills a *domestic animal* should inform the *owner* of the *animal* or, failing that, shall inform local law enforcement or Moore County Animal Operations.

J. Equine:

1. Fencing.

Fencing is to be maintained to ensure that the equine is securely enclosed at all times and that the opportunity for injury is minimized.

2. Health Requirements.

- a. Each equine's hooves shall be maintained on a regular basis to avoid malformation. *Animals* with specific hoof conditions requiring specialized treatment shall be provided that service on a regular basis.

d. Equines in a debilitated state shall have access to appropriate *veterinary* care and treatment in order to minimize pain and suffering.

- K. It shall be a violation for any *person* to place or confine or allow such *animal* to be confined in such a manner that it must remain in a motor vehicle or trailer under such conditions or for such periods of time as may endanger the health or well-being of the *animal* due to heat, lack of food or water, or any circumstance which might cause suffering, disability or death.
- L. An *animal* found confined in a motor vehicle under weather conditions that endanger its life, as determined by the Animal Operations Director, an Animal Services Officer or Law Enforcement Officer, is a violation of this section. Any Law Enforcement Officer or Animal Services Officer is hereby authorized to enter such vehicle and remove such *animal* and impound it in accordance with Section 4-61. A prominent written notice shall be left on or in the vehicle advising that the *animal* has been removed under the authority of this section and *impounded* in accordance with Section 4-61 at the *animal shelter*.
- M. It shall be a violation for any *person* to *tether* any fowl. Fowl used in the training or demonstration of hunting dogs are exempt from this provision.
- N. If any *person*, firm or corporation shall sell, or offer for sale, barter or give away as premiums living baby chicks, ducklings, or other fowl or rabbits under eight weeks of age as *pets* or novelties, such *person*, firm or corporation shall be guilty of a Class 3 misdemeanor, pursuant to N.C.G.S. 14-363.1. However, this section shall not be construed to prohibit the sale of non-domesticated species of chicks, ducklings, or other fowl, from proper brooder facilities by hatcheries or stores engaged in the business of selling them for purposes other than for *pets* or novelties.
- O. It shall be unlawful to color, dye, stain or otherwise change the natural color of baby chickens, other fowl or rabbits.
- P. In the event it is determined by a licensed Veterinarian that an *animal* can no longer live a productive and pain free life, the *owner* shall ensure the *animal* is euthanized and properly disposed of.
- Q. If an *animal* is kept on the premises by a fence, the fence must be adequate to contain the *animal*. If it is an operational, working, invisible fence, then the property must be posted with visible permanent signage alerting those in close proximity that there is an invisible fence.
- R. Trapping:

1. It shall be unlawful to set traps such as Leg Hold, Soft Leg Hold, Offset Leg Hold, Conibear, and Spring Wire Traps within a residential community or within one thousand (1,000) feet of a rural residence where *domestic animals* might run loose, without the permission of the property owner. The owner of such trap shall have his/her name and contact information permanently affixed to the trap.
2. It shall be unlawful for any *person* to willfully set a trap for the sole purpose of trapping *domestic animals* (dogs, cats, puppies, kittens) with the exception of live, humane traps.

****** According to HB553 general provisions of this chapter under section 4-3 shall not pertain to the sheltering, choice of feed, medication or exercising of cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites and poultry flocks of greater than 20 birds.

Sec. 4-4. Regulation of dangerous domestic animals.

A. A dog is determined to be dangerous at the discretion of the Animal Operations Director or his/her designee as defined in section 4-1. In addition, the Animal Operations Director may declare a dog dangerous under N.C.G.S. 67-4.1 through 67-4.5.

B. If a dog is determined to be dangerous, its *owner* is required to:

1. Comply in its entirety with any order issued by the Animal Operations Department.
2. Notify the Animal Operations Department in advance, in writing of any change in ownership or residency of the dog.
3. Provide verification of the dog's death to the Animal Operations Department within thirty (30) days.
4. Have a microchip implanted and report the number to the Animal Operations Department within five (5) business days.

C. The *owner* of a *dangerous dog* shall be issued an order of preventive measures. Restrictions included in the order may include but are not limited to the following:

1. Requirement to purchase additional home owner or renter insurance
2. Posting of beware of dog signage

3. The construction of a *secure fence* or *secure enclosure* as defined in section 4-1

4. Fitting the dog with a secure muzzle including specifications about when and where the muzzle must be worn

5. Specifications about the methods and means of *restraint*.

D. Appeal of orders of preventive measures

1. Orders of preventive measures appealed pursuant to this chapter shall be heard according to section 4-10 (C) (5)

2. Otherwise the *owner* of a dog regulated by preventive measures pursuant only to this chapter may submit a written appeal to the Animal Operations Director no less than twenty-four (24) months after the issuance of the order. The appeal shall describe a material change in circumstances which mitigates the reason for the order. In order to qualify for this option, neither the *owner* nor the *animal(s)* in question shall have been involved in any violation of this chapter since the order was issued. The Animal Operations Director may uphold the order (requiring another 24 months to appeal), modify or rescind the order. The decision of the Animal Operations Director is final.

3. Orders of preventive measures and *dangerous dog* classification issued pursuant to state law shall be appealed to the Dangerous Dog Appellate Board according to N.C.G.S. 67-4.1.

E. It shall be unlawful for an *owner* to fail to comply with a written order to take preventive measures. The Animal Services Officer shall have the authority to immediately impound at the *animal shelter*, any *animal* found in violation of the order of preventive measures.

Sec. 4-5. Animals creating nuisance prohibited.

- A. It shall be a violation for an *owner* or *keeper* to permit an *animal* or animals in his/her care to create a *nuisance*.
- B. Feeding, harboring or permitting to remain on the property under one's control, wild or feral animals shall be a violation. This shall not apply to properly fed and managed feral cats managed by a feral cat caregiver.

Sec. 4-6. Luring, enticing or seizing an animal.

- A. Notwithstanding a Law Enforcement Officer, or an Animal Services Officer in commission of his/her duties, it shall be unlawful for any *person* to entice or lure any *animal* out of an enclosure or off the property of its *owner* or *keeper*, or to seize any *animal* while the *animal* is held or controlled by its *owner* or *keeper* or while the *animal* is on the property of its *owner* or *keeper*.

Sec. 4-7. Immediate Disposition of animals surrendered by owner.

- A. Any *animal* surrendered by its *owner* to the Moore County Animal Operations Department may be immediately placed for adoption or *humanely destroyed* when:
1. The *owner* provides proof of ownership; and
 2. The *owner* consents in writing to the immediate placement or humane destruction of the *animal*; and
 3. The *owner* expressly agrees that neither the County of Moore nor its designee, nor any of its officers or employees will incur any liability or obligation on account of the disposition of the *animal*; and
 5. The *owner* shall certify in writing whether the *animal* has bitten any *person* within the preceding ten (10) days.
- B. Upon receiving such assurances, including the minimum requirements of N.C.G.S. 19A-32.1, the *animal shelter* may rely upon the same and place such *animal* for adoption, or euthanize such *animal*, as it sees fit. The waiting periods provided in sections 4-62 through 4-64 shall not apply to immediate adoption or destruction as provided for in this section.

Sec. 4-8 Exotic and Wild animals prohibited.

- A. No *person* shall possess or harbor a *wild animal*. This section shall not apply to the keeping of *animals* permitted by the North Carolina Wildlife Resources Commission.
- B. No *person* shall possess or harbor an *exotic animal*.
- B. This section shall not apply to bona fide circuses, zoos or duly constituted scientific or educational entities or exhibitions in the course of their work unless in violation of the regulations of the North Carolina Wildlife Resources Commission or other state or federal law.

C. This section shall not apply to *exotic pet animals* as defined in this chapter so long as the *animal* is kept exclusively within the domicile of the *owner*, is not a danger to *persons* or property and is kept in compliance with all state and federal laws.

D. In excepted instances where this chapter does not address the required care of a *wild* or exotic species, the *animal* shall be maintained in accordance with accepted *veterinary* standards for that species.

Sec. 4-9. Interference with enforcement.

It shall be unlawful for any *person* to interfere with, hinder or molest the employees of the Animal Operations Department or *persons* duly authorized by this chapter in performing their duties, or to release any *animal* in the custody of such *persons*.

Sec. 4-10. Penalty for violation.

A. When issued by a law enforcement officer, any citation issued pursuant to this chapter shall be a misdemeanor punishable as provided in N.C.G.S. 14-4.

B. In addition, enforcement of this chapter may be by appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. 153A-123(d) and (e).

C. A violation of this chapter may also subject the offender to a notice of civil citation and the penalties hereinafter set forth at the discretion of the Animal Services Officer. Each day's violation of this chapter shall constitute a separate offense.

1. The notice of violation and citation referred to herein may be delivered to the *person* violating the provisions of this chapter in person, or may be sent by certified mail, return receipt requested, to such *person* at his/her last known address.

2. Such citation and penalty shall be paid within three (3) business days from the issuance of the notice referred to above. After thirty (30) days of non-payment, and every thirty (30) days thereafter, an additional late penalty may accrue. The amount of a civil citation and any applicable late penalties for any offense in violation of this chapter are set forth within the County of Moore Budget Ordinance, Animal Operations Fee Schedule, for the current fiscal year.

3. A *person* receiving a citation may answer the notice by mailing the notice and payment of stated penalty to the Animal Operations Director, Moore County Animal Operations Department at its mailing address or in person, and that upon payment, such case or claim and right of action by the county will be deemed compromised and settled.

4. Upon failure to pay the amount required within the time allowed in this Section, the County may institute a civil action in the nature of debt to recover such amount.
5. Appeals of citations and penalties shall be submitted to the Office of the County Manager or his/her designee within 3 business days. The person charged shall be required to effectively post a bond in the amount of the fine or penalty assessed by making payment as described in Section 4-10 (C) 4. Failure to post the bond shall result in an invalid appeal. Appeals so entered will be decided by the County Manager or his/her designee within 30 days. Appeal decisions are final. Decisions in favor of the appellant will result in a payment refund by mail.

Sec. 4-11. Feral cats colonies.

- A. Caregivers of *feral cat* colonies shall implement proper management to include as follows:
 1. Sterilize cats prior to six (6) months of age; and
 2. Maintain current rabies vaccinations; and
 3. Identify cats by a notching left ear and implanting a microchip; and
 4. Manage the health of the colony.
- B. The Animal Operations Department will make reasonable efforts to notify a *feral cat caregiver* following *impoundment* of *feral cat(s)* known to be from a managed colony.
- C. The *feral cat caregiver* shall provide food, water, shelter and emergency medical care sufficient to relieve suffering for the humane management of *feral cat(s)*.

Sec. 4-12. Animals at large.

- A. It shall be a violation for any *domestic animal* to run *at large* except cats.
- B. Exemptions to this section include
 1. Inside the fenced portion of any formally designated dog park
 2. Dogs being used in an active hunt or in a supervised hunt training
 3. Dogs engaged in off leash training on private property where they are authorized by the property owner to participate in such activities

4. *Law enforcement dogs* in the performance of their duties

5. The Animal Services Officer may place an order of preventive measures on an individual cat(s) to mitigate documented *nuisance* violations of this chapter. Possible restrictions include, but are not limited to indoor confinement, microchip identification and the construction of containment enclosures.

Secs. 4-13 - 4-30. Reserved.

ARTICLE II. RABIES CONTROL

Sec. 4-31. Compliance with state laws; article is supplemental to state rabies laws.

- A. It shall be unlawful for any *animal owner* or other *person* to fail to comply with the State laws relating to the control of rabies.
- B. The purpose of this Article is to supplement the N.C.G.S. 130A-192 through 130A-199 relating to rabies control, in addition to the criminal penalties also provided by State law.

Sec. 4-32. Vaccination of dogs, cats, ferrets and equines.

- A. It shall be unlawful for an *owner* or *keeper* to fail to provide current vaccination against rabies for any dog, cat or ferret four (4) months of age or older and equine six (6) months of age or older. Should it be deemed necessary by the *Health Director* that other *animals* be vaccinated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for an *owner* or *keeper* to fail to provide current vaccination against rabies for that *animal*.

Sec. 4-33. Rabies tag and certificate.

- A. Upon complying with the provisions of Section 4-32, a rabies tag shall be issued to the *owner* or *keeper* of the dog, cat or ferret vaccinated pursuant to N.C.G.S. 130A-190. An *owner* or *keeper* of equine shall be issued a rabies vaccination certificate.
- B. It shall be a violation for any dog or cat *owner* or *keeper* to fail to provide the *animal* with a collar or harness to which is securely attached a current rabies tag as issued under this section. The collar or harness, with attached tag, must be worn at all times. Cats, ferrets and equines shall not be required to wear a rabies tag, but the *owner* shall maintain the rabies vaccination certificate for inspection,

with a physical description of the *animal*, as written evidence to prove that the *animal* has a current rabies vaccination.

- C. Any equine residing in or entering Moore County shall be required to show proof of current rabies vaccination.
- D. It shall be unlawful for any *person* to use for any *animal* a rabies vaccination tag/certificate issued for any other *animal*.

Sec. 4-34. Animal bite

- A. It shall be unlawful for an *animal* to bite a human who does not ordinarily reside on the premises, except a dog being used by a law enforcement officer to carry out official duties or a dog that bites a *person* committing or attempting to commit a crime.
- B. The victim of a bite and the *animal owner* shall immediately report the incident to the local police or Animal Operations Department. It shall be unlawful for any *person* to withhold accurate information revealing the location of the bite *animal* or other details of the incident. A physician who attends the victim of a bite shall report the bite within twenty-four (24) hours. The *animal* inflicting the bite shall be immediately confined and placed under quarantine for ten (10) days at the expense of the *owner* or *keeper* at a location designated by the *Health Director* or his/her designee. In the case of an *animal* whose *owner* or *keeper* is not known or cannot be identified, the *animal* shall be *impounded* and quarantined by the Animal Operations Department upon capture.
- C. Bite investigation reports shall be submitted to the *Health Director* .
- D. *Animals* quarantined pursuant to subsection B of this section shall not be released from confinement except after a visual inspection of the *animal* by an Animal Services Officer following a ten (10) day quarantine or with permission from the *Health Director* or his/her designee.
- E. Badly wounded, diseased and suffering dogs, cats or ferrets which are suspected of having rabies and can not be held humanely may be euthanized immediately and the head forwarded for examination to the State Laboratory of Public Health.
- F. It shall be unlawful for the *owner* or *keeper* of an *animal* under quarantine to fail to comply with the order in its entirety. The *owner* of an *animal* quarantined under *owner* supervision must report any changes to the *animal's* health, behavior or confinement during quarantine to an Animal Services Officer immediately.

Sec. 4-35. Destruction or confinement of animal exposed to a known rabid animal.

- A. Dogs, cats or ferrets not vaccinated against rabies which come in contact with a known rabid *animal*, or an *animal* suspected of having rabies, shall be immediately destroyed unless permission is granted by the *Health Director* for the strict isolation of the *animal* at a *veterinary* hospital for a period of six (6) months at the *owner's* or *keeper's* expense.
- B. Exemption to 4-35 (A) If proof is submitted that the *animal* received a rabies vaccination more than twenty-eight (28) days prior to the *exposure*, and the vaccination has not expired, the *animal* may be revaccinated within 5 days of *exposure* and returned to the *owner* or *keeper*. Upon the State Laboratory of Public Health testing the *animal* suspected of having rabies and obtaining a negative result, the *animal* may be vaccinated and returned to the *owner*.

Sec. 4-36. RESERVED

Sec. 4-37. Postmortem diagnosis.

- A. A. If an *animal* dies while under observation for rabies, the head of such *animal* shall be submitted to the Animal Operations Department for shipment to the State Laboratory of Public Health for rabies diagnosis.
- C. B. The head of any *animal* suspected of dying of rabies or showing neurological signs consistent with rabies, and involved in the *exposure* of a *person* or *domestic animal* to its saliva or nervous tissue, shall be surrendered to the Animal Operations Department for shipment to the State Laboratory of Public Health for rabies diagnosis.

Sec. 4-38. Unlawful killing or releasing of certain animals.

It shall be unlawful for any *person* to kill or release any *animal* under observation for rabies, or any *animal* under observation for biting a human, or to fail to keep such *animal* under order of quarantine without written permission from the *Health Director*.

Sec. 4-39. Failure to surrender animal for confinement or destruction.

It shall be unlawful for any *person* to fail or refuse to surrender any *animal* for confinement or destruction as required by this article when such demand is made by the *Health Director* or Animal Operations Director or his/her designee.

Sec. 4-40. Failure to report/submit suspected rabies cases for evaluation

It shall be a violation for any *person* to fail to report and submit to a licensed veterinarian or Animal Services Officer any *animal* suspected of having rabies.

Secs. 4-41. - - 4-60. Reserved.

ARTICLE III. IMPOUNDMENT AND REDEMPTION

Sec. 4-61. Impoundment.

- A. Any *animal at large* or presenting a danger to public health or safety or removed from a manner of care in violation of this chapter, may be seized, *impounded* and confined in a humane manner in an *animal shelter*.
- B. *Impoundment* of such an *animal* shall not relieve the *owner* or *keeper* thereof from any penalty which may be imposed for violation of this chapter.

Sec. 4-62. Notice to owner or keeper.

- A. Upon *impounding* a *domestic animal*, notice of such *impoundment* shall be posted at the premises of the *owner* or *keeper*, if known, with notification of the conditions under which the *animal* may be redeemed.
- B. *Domestic animals impounded* with no known *owner* shall be prominently displayed with public access on the county web site or by other public means at the *animal shelter*, and shall include a physical description and any distinguishing features as well as the date of *impoundment*.

Sec. 4-63. Redemption by owner or keeper generally.

- A. The *owner* or *keeper* of an *animal impounded* pursuant to this chapter may redeem the *animal* and regain possession thereof within seventy-two (72) hours of *impoundment*. The seventy-two (72) hour period begins when the admission of the *animal* is documented at the *animal shelter*. *Animals impounded* for quarantine shall be redeemed no later than twenty-four (24) hours or one business day following the completion of the quarantine. The *owner* may redeem the *animal* by complying with all applicable provisions of this chapter by paying any applicable fees as determined by the Board of Commissioners.
- B. Any *animal* held or *impounded* in the *animal shelter* shall be released to its *owner* by the Animal Operations Director or his/her designee, upon presentation of the following:
 - 1. Proof of ownership of such *animal*; and
 - 2. Proof of current rabies vaccination; and
 - 3. Payment of the daily boarding cost plus the *impoundment* fees, as set forth within the County of Moore Budget Ordinance, Animal Operations Fee Schedule, for the current fiscal year.

4. Verification of corrective measures or compliance with any applicable order issued by the Animal Services Officer enforcing this chapter.
- C. Any *animal* held or *impounded* at the *animal shelter* because of a violation of any provision of this chapter, may be held at the *animal shelter* at the owner's expense when the Animal Services Officer deems it necessary to verify corrective measures or compliance with an order pursuant to this chapter.
 - D. Payment of the daily boarding cost and *impoundment* fee shall not relieve the *owner* from the responsibility for all penalties which may be imposed for a violation of any of the provisions of this chapter.
 - E. All *animals* with identification naming an *owner* shall be held a minimum of seven (7) days and reasonable measures will be taken to reunite the *animal* with its *owner*. Any *owner* concerned about the loss or possible *impoundment* of an *animal* must check the *animal shelter* since all *animals* seized or *impounded* shall be available for inspection and reclamation during the shelter's normal business hours.
 - F. The provisions of this section shall have no application with respect to *animals* surrendered by the *owner* or *keeper* to Animal Operations or the *animal shelter* for immediate adoption or destruction as provided for in section 4-7.
 - G. Termination of *owner's* rights. If the *owner* does not redeem the *animal* within the periods prescribed in subsections (A) and (E) of this section, ownership of the *animal* shall revert to the *animal shelter*.
 - H. If the *owner* fails to comply with the requirements that constituted the basis for seizing the animal, such as satisfying the terms of an order of preventive measures or humane care and treatment, the *animal shelter* shall take ownership of the *animal* in the manner described in subsection (G) of this section unless the *owner* provides a security bond or cash in accordance with subsection (I).
 - I. Security bond. Any *person* claiming an ownership interest in any *animal* confined pursuant to this chapter may prevent the disposition of the *animal* after the holding periods set forth in this section by posting a security bond or cash with the *animal shelter* prior to the *animal* being adopted, transferred or euthanized in an amount sufficient to guarantee payment of all of the reasonable expenses expected to be incurred in caring and providing for the *animal*, including the estimated cost of medical care, for at least thirty (30) days. However, such security bond shall not prevent the *animal shelter* from disposing of the *animal* at the end of the covered thirty (30) day period, unless the *person* claiming an ownership interest in the *animal* posts an additional security bond or cash to secure payment of the *animal's* reasonable expenses for an additional thirty (30) days, and does so prior to the expiration of the first thirty (30) day period.

J. Security bond forfeited in order to pay costs. If the fees, costs and penalties owed for the *animal* are not paid in full by the end of each security period, or upon the *owner's* decision to surrender the *animal*, the security bond already posted shall be forfeited to the *animal shelter* on said date or surrender and used to pay the remaining unpaid fees, costs and penalties resulting from the *impoundment* and investigation. Any funds remaining after said payments shall be remitted to the *person* who posted the security bond.

Sec. 4-64. Destruction or adoption of unredeemed animal generally.

- A. If an *impounded animal* is not redeemed by the *owner* or his/her designee within the period prescribed in section 4-63, it shall become the property of Moore County and may be adopted, transferred to a *placement partner* or euthanized.
- B. No *animal* which has been *impounded* for being a stray or unclaimed by its *owner* may be adopted from the *animal shelter* during a period of emergency rabies quarantine invoked pursuant to this chapter, except by special authorization of the *Health Director* or his/her designee.

Sec. 4-65. Procedure for redemption or adoption of unvaccinated dog or cat.

- A. Unless proof of a current rabies vaccination can be furnished, every *animal* will be vaccinated for rabies if it is at least four months of age or older prior to leaving the *animal shelter*. For *animals* less than four months of age, the *owner* will be notified of the due date of the first rabies vaccination. Adopters of such *animals* must provide proof of first rabies vaccination by the due date to satisfy the adoption agreement.
- B. Payment for rabies vaccination provided for in this section will be the responsibility of the *person* or entity redeeming or adopting the *animal*.

Sec. 4-66. Destruction of wounded, diseased or unweaned animals.

Notwithstanding any other provision of this chapter, any *domestic animal impounded* which is badly wounded or diseased, may be destroyed immediately in a humane manner. Unweaned *animals* may be euthanized unless the *animal(s)* can be readily transferred to a *placement partner*. If an *owner* cannot be readily identified and notified, and the *animal* is suffering, the *animal shelter* staff, Animal Services Officer or any Law Enforcement Officer may *humanely destroy* the *animal*.

Sec. 4-67. Reserved.

Sec. 4-68. Keeping stray animals; requirements; failure to surrender.

- A. It shall be a violation for any *person* in the County knowingly and intentionally to harbor, feed, keep in possession by confinement or otherwise allow to remain on his/her property, any *animal* which does not belong to him/her, unless he/she has, within seven (7) days from the time such *animal* came into his/her possession, notified the Animal Operations Department. Upon receiving such notice, the *animal* may be *impounded* at the *animal shelter* as provided by the *animal shelter* policy and this chapter.
- B. It shall be a violation for any *person* to refuse to surrender any such stray *animal* to the Animal Services Officer or any *person* duly authorized by the Animal Operations Director or his/her designee upon demand.

Sec. 4-69. - 4-85. Reserved.

ARTICLE IV. LICENSES AND PERMITS¹

Sec. 4-86. - 4-88. Repealed.

Notes:

State law references-Authority of county to levy taxes to provide animal protection and control programs, N.C.G.S. § 153A-149(c)(6); animal license tax, N.C.G.S. § 153A-153; animal shelters, N.C.G.S. § 153A-442; dogs, N.C.G.S. Ch. 67; power to define and prohibit animal abuse, N.C.G.S. § 153A-127; power of county to regulate, restrict or prohibit the possession or harboring of dangerous animals, N.C.G.S. §153A-131; wildlife resources commission, N.C.G.S. § 143-237 *et seq.*; rabies, N.C.G.S. §130A-184 *et. seq.*; ordinance making power, N.C.G.S. §153A-121.

*Moore County Animal Control Ordinance Adopted 5/2/88 Repealed.
Moore County Animal Control Ordinance Revision Adopted by
Board of Commissioners 10/6/08.
Moore County Animal Control Ordinance Effective 12/1/08.
Moore County Animal Control Ordinance Amended 3/2/09.
Moore County Animal Control Ordinance Amended 8/18/15.*

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Animal Operations Policy

Department: Animal Operations

Fund: 10021570

Presenter(s): Brenda Sears

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Staff feels that adoption of a Policy for Animal Operations by the Board of Commissioners will enhance public perception and validate the professionalism of the Department.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

Staff requests adoption of the proposed Policy as the official standard of performance of the Animal Operations Department.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Staff requests direction from the Board of Commissioners for formally adopting the Animal Operations Department Policy.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

Animal Operations Policy

The Animal Operations Department presents to the Moore County Board of Commissioners a Policy for review. The Policy would serve as a means of declaring the Animal Center's professionalism and dedication to superior quality animal care and customer service.

Features of the Policy are summarized below.

Thank you for your consideration.

- The Policy describes the standards of animal care provided to animals on a daily basis. Anyone making allegations to the contrary would thus be challenged to describe specific circumstances in which the Policy was not being followed.
- The Animal Operations staff would be encouraged to take pride in their professionalism knowing the Policy acknowledges their commitment to safety, continuing training and providing extraordinary service.
- Examples of Animal Center Programs are included in the Policy illustrating the dedication of the Department working side by side with our partners in the community. Programs allow Animal Operations to make the most of limited resources and create useful connections for animal placement.
- The Policy provides details regarding the impoundment process which is often misunderstood at best. Animal Operations seeks the best possible outcome for each animal and the steps taken during impoundment and holding underscore that priority.
- Making the Policy available to the public has the potential to diffuse unwarranted attacks against Animal Operations by informing citizens about Department goals and priorities.

**Moore County
Department of
Animal Operations**

Operating Policy

Established 9/08/2016

INDEX

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**The Mission of the Moore County Animal Center is:
To provide temporary shelter for the County's unwanted and stray companion animals promote placement programs and public education, and enforces state and county animal laws.**

General Information:

1. The Animal Center of Moore County will be open to the public Monday through Saturday and provide non-emergency Field Services Monday through Friday. Animal Services Officers will be on call for emergencies after hours.
2. Services offered at the Animal Center include rabies vaccinations and microchipping
3. The Animal Center serves domestic animals. Wild animals are only handled in the course of a rabies exposure investigation or for humane reasons. Those requesting wildlife services will be directed to The North Carolina Wildlife Resources Commission.
7. The Animal Center of Moore County will meet or exceed those standards set forth in North Carolina Administrative Code, Subchapter 52J –Animal Welfare Section.
8. The Animal Center of Moore County will comply with all federal and state requirements imposed on animal shelters and strive for excellence in meeting those standards.

Personnel

1. Animal Operations staff members will put their safety and that of their coworkers first and are encouraged to direct any threatening persons to leave the campus and immediately call the Carthage Police Department for assistance.
2. Training is mandatory for all Animal Operations personnel and required courses will be determined by the Director of Animal Operations in keeping with budgetary constraints.
7. Employees will be required to abide by all Moore County Policies including but not limited to the Communications Policy, Attendance and Leave Policy and Vehicle Use Policy. Department Personnel may be required to work outside of scheduled hours to insure the needs of the animals are met.

8. No one other than paid personnel is allowed to enter the quarantine or isolation areas or the medical room.

Receiving stray animals

ACMC accepts custody of stray Moore County dogs and cats. The shelter may accept other domestic species when able to care for them and at the Director's discretion. The finder must provide the exact location in Moore County where the animal was found as well as a signed affidavit denying ownership and verification the dog or cat has not bitten a person in the previous 10 days (to their knowledge). Although no fee is charged for animals received from the public, a monetary donation may be accepted in support of ACMC services. A receipt shall be provided to the citizen in the amount of the donation.

Receiving owned animals

ACMC accepts ownership of dogs and cats surrendered by its citizens. The shelter may accept other domestic species when able to care for them and at the Director's discretion. Proof of residency is required as well as a signed affidavit of ownership and verification the dog or cat has not bitten a person in the previous 10 days. Although no fee is charged for animals received from the public, a monetary donation may be accepted in support of ACMC services. A receipt shall be provided to the citizen in the amount of the donation.

Sanitation

The Animal Center of Moore County is dedicated to making sure the animals in its care are provided with clean, sanitary living space and appropriate, healthful furnishings to insure their comfort.

Water

Clean fresh water shall be available to all animals continuously unless temporarily prohibited for medical reasons. Water bowls will be filled after cleaning and checked throughout the day.

Exercise

Dogs will be provided an opportunity to exercise outside the kennel environment daily to insure their mental well-being and provide an opportunity to eliminate outside of confinement.

Medications

All medications are to be tracked daily on a medicine log sheet. Whenever a medication is administered, write the time and date on the sheet and initial as needed or until meds are complete. The initiation, dosage and treatment result shall also be entered in the animal's record in Shelter Pro.

Holding Periods

1. Bite animals, regardless of whether they are current on rabies shots or not, will be quarantined for 10 days. An Animal Services Officer must release the animal from confinement at the end of the quarantine. The owner must reclaim the animal within 24 hours following the quarantine and pay all of the required fees and receive any orders or citations. They must also schedule a premise inspection to be conducted prior to reclaiming the animal if so ordered by Animal Services. If the owner cannot furnish proof of vaccination, the animal must be vaccinated before it is released. If not reclaimed, the animal shall be considered property of the Animal Center.
2. Animals surrendered by the owner with required documentation (not requests for euthanasia) will be held for 24 hours if healthy and space is available. Upon surrender the animal shall be considered property of the Animal Center.
3. Found or stray animals brought in by Animal Services or by private citizens will be held for at least 72 hours. After the 72 hours, the animal shall be considered property of the Animal Center.
4. Animals seized by Animal Services from a property or residence will be held for 7 days unless they are considered evidence in a prosecution, in which circumstance they may be held longer. A notice of transport shall be posted at any residence where an animal is seized.
5. Animals found with information identifying an owner will be held for 7 days. If an animal has ID tags or a microchip or tattoo, the APMC staff will exhaust all reasonable leads to locate the owner. If the owner is a Moore County resident a notice of transport may be posted at the residence instructing the owner to reclaim the animal. Any contact from an owner must be documented in Shelter Pro and an effort made to acquire the name, address and phone number.

6. When a health condition prevents a stray animal from being held humanely and the animal is suffering the Director or his/her designee must be notified immediately. The animal shall either be taken directly to a Veterinarian or be immediately euthanized by completing the Emergency Euthanasia form. Staff must review the ACMC lost records to rule out a match prior to proceeding with euthanasia. If owner information exists, staff shall document their efforts to contact the owner prior to proceeding with euthanasia.

Redemption by Owner

The owner of an animal held by the Shelter may reclaim and regain possession of the animal after establishing proper ownership, and satisfying any applicable fees or penalties as determined by the Board of Commissioners and described by the Department Fee Schedule. A driver's license or other appropriate form of identification will be copied for verification.

Adoptions

The Animal Center of Moore County makes it a priority to place as many animals in permanent homes as its resources allow. The Department continually seeks to develop adoption partner relationships inside and outside of Moore County to enhance the ability to place animals responsibly.

Animal Center Programs

The Animal Center has several programs designed to increase the live release of animals from the shelter as well as promote the greatest benefit to the citizens of Moore County making economical use of department resources. The Program Coordinator is in charge of making sure these programs run smoothly and are effective.

Examples include:

1. The Volunteer Program (governed by the Moore County volunteer policy) allows offsite adoption events, dog walking and other activities over and above the ability of paid staff.
 - a. The Foster Program is a division of the Volunteer Program. Foster Parents apply to be volunteers and sign an agreement to comply with the goals and methodology of ACMC Fostering. To be candidates, foster animals must be potentially adoptable, needing time outside of the shelter environment to become fully adoptable, without demanding excessive monetary resources.

2. The Cat Condo Program –places animals in local businesses which support adoption. Participants donate their time to care for and promote the cats to potential adopters.
3. The Veterinary Wellness Partnership Program –participating Veterinarians donate a wellness exam to new adopters.
4. Offsite Event Program –partnering with local businesses such as Feed Stores, Credit Unions and with local schools and even other Moore County Departments, the Animal Center coordinates visits to display animals for adoption, provide rabies clinics and teach classes to youngsters and local civic groups on animal welfare topics.
5. The Adoption Partner Program –reaches out to Rescue groups and Humane Societies to provide them with animals for adoption. The Animal Center does not charge a fee for the transfer of these animals to approved Adoption Partners.

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016
Agenda Item: Unified Development Ordinance
Department: Planning & Transportation
Fund: General Fund
Presenter(s): Debra Ensminger

Summary

The Board of Commissioners during the March meeting of 2015 requested Planning Staff to take another look at the Unified Development Ordinance again to create a more customer friendly easy to understand document.

Request

Requesting the Board of Commissioners approval to place the Rewrite of the Unified Development Ordinance on the October 4th Board of Commissioners Agenda as a "Call to Public Hearing" and hold the Public Hearing on the October 18th.

Anticipated timing and action of next step(s):

If approval is granted agenda item will placed on the October 4th & 18th, 2016 meeting of the Board of Commissioners for consideration and approval.

Attachments:

Overview of the proposed recommend changes within the Unified Development Ordinance.

Overview of Changes to the Unified Development Ordinance

The Unified Development Ordinance (UDO) was originally created on February 18, 2014 by means of combining land use related regulations (including Zoning, Subdivision, Watershed, Floodplain, Mining, Swine Farms, and the Wireless Communications Facilities Ordinance) into one document for use by the public and the development community.

Staff was instructed in March of 2015 to rewrite and reorganize the UDO to make it simpler, shorter, and reader-friendly. Beneficial updates include:

- ❖ North Carolina General Statutes are referenced throughout the UDO. Regulations have been updated to meet current statutory requirements and case law.

Examples:

- Added zoning approval signage requirements to notify neighbors of zoning decisions [NCGS 160A-388(b1)].
 - Added language that the developer chooses the type of performance guarantee to utilize in a major subdivision [NCGS 153A-331(g) and 160A-372].
 - Added similar use interpretation language in the Table of Uses and added new uses including Security Training Facility and Shooting Ranges (Byrd v. Franklin County).
 - Revised regulations to be the same for non-commercial signs (Reed v. Town of Gilbert).
- ❖ Duplicate or similar sections have been condensed into one section.
 - Example: The proposed Minor Subdivision standards are located in one location, Section 18.5. Currently, Minor Subdivision review and approval standards are located in several sections throughout the UDO including Sections 2.3.7, 3.1, 3.16, 17.2 and 18.2.
 - ❖ Each section was rewritten to reflect other sections for continuity.
 - ❖ Removal of unnecessary “fluff” verbiage making the UDO easier to interpret.
 - ❖ Removal of contradictory language including several definitions, specific use standards and uses listed in the Table of Uses.
 - Example: Revised definitions of right-of-way v. street v. easement.
 - ❖ Section numbers have been simplified.
 - Example: Section 3.9.1406 is now 3.9(A).

- ❖ Proposed regulations are less restrictive where feasible.
 - Example: Added minor subdivisions of up to 4 lots to front an easement.
- ❖ The Development Review Procedures has been separated into short chapters including Conditional Use Permits, Text Amendments, Conditional Rezoning, Appeals & Variances, and Vested Rights. Currently, the Development Review Procedures Chapter is 55 pages and one would need to review several pages throughout the chapter for each type of request.
 - Example: The proposed Conditional Use Permit Chapter is 2 pages. Currently, Conditional Use Permit related language is included on page 37 – 41 and 56 – 60.
- ❖ Removal of Conditional Use District Rezoning which is a complicated two-step (rezoning plus quasi-judicial permit) process.
- ❖ Created two Conditional Zoning Districts (legislative rezoning only, but with conditions): Multi-Family and Planned Unit Development.
- ❖ Reclassified certain uses to parallel conditional rezoning instead of requiring Conditional Use Permit approval which gives the Board legislative discretion without being limited to quasi-judicial procedures.
- ❖ Removal of requiring Conditional Use Permit approval for several uses and replaced as Permitted Uses (with specific use standards) and/or Parallel Conditional Zoning (rezoning only, but with conditions).
- ❖ Removal of “Permitted Commercial Tower Development Area” due to the research being outdated.
- ❖ The Table of Uses was shortened by 67 uses by combining similar uses.
- ❖ Added definitions to every land use listed in the Table of Uses.
- ❖ Added the Building Code Group for each land use listed in the Table of Uses.
- ❖ Added Fire Code driveway accessibility and 911 Address Signage requirements for all new construction.
- ❖ Interdepartmental support including Moore County Public Works, Environmental Health, Building Inspections, Central Permitting, Fire Marshal, and County Attorney.
- ❖ Intergovernmental support including NC Department of Environmental Quality, NC Department of Transportation, NC Department of Public Safety, and Wildlife Resources Commission.

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Ordinance / Policy Review: (B) Noise Ordinance

Department: Sheriff's Office

Fund: N/A

Presenter(s): Sheriff Neil Godfrey

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

The Sheriff's Office received two complaints in reference to loud music from Lori Davis on Tuesday evening, July 26th. One complaint was at 6:33 p.m. and the second complain was at 8:43 p.m. Mrs. Davis lives at 5 Clarendon Lane in Pinehurst. This address is located in the area Pinehurst # 6 neighborhood. This residence is located within the Pinehurst city limits.

Mrs. Davis complained about loud music which was being played at a location north of her residence which would be located in the County's jurisdiction. Deputies checked the area in response to both complaints and were not able to locate the source of the loud music. The deputies told Mrs. Davis that if they located the source of the music that they would only be able to ask the person to turn the music down. They told Mrs. Davis that the Sheriff's Office could not take any enforcement action until 11:00 p.m.

In response to the information provided by the deputies, Mrs. Davis has suggested that the ordinance be changed to allow enforcement beginning at 7:00 p.m.

Southern Pines advised that they did not have any enforcement issues with their noise ordinance.

Pinehurst advised that the only complaint they had received on their noise ordinance was a request to stop kids from playing basketball at 7:00 p.m. because the noise of the bouncing ball disturbed older citizens.

Mrs. Davis' complaint is the only complaint that we have received during this period concerning the noise ordinance.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

I am providing you with a copy of our noise ordinance and a copy of the noise ordinances from Southern Pines and Pinehurst for your review.

I am also providing you with the number of noise/loud music complaints that we received and our response to those complaints from in 2014, 2015 and 2016. We have not issued any citations for violating the noise ordinance during that time period. During that period, we received a total of 544 complaints. We were unable to locate the source of the noise in 95 complaints. We issued warnings 27 during this time period. When contacted by a deputy, the subjects of the other noise/loud music complaints either stopped making the noise or turned the volume of the noise/music down in the other complaints.

I am not recommending any changes to the noise ordinance at this time.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Unless the Board desires to make changes to the County's Noise Ordinance, no additional action is necessary.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

1. Moore County Noise Ordinance
2. Southern Pines Noise Ordinance
3. Pinehurst Noise Ordinance
4. Map of the Davis' residence showing the location of the residence at 5 Clarendon Lane in Pinehurst and the area north of this location

ARTICLE I. IN GENERAL**Sec. 10-1. Posting of signs to prohibit the carrying of concealed handguns on certain county property.**

(a) *Posting of signs required.* The county manager is hereby ordered to post appropriate signage on each park, building or portion of a building now or hereafter owned, leased as lessee, operated, occupied, managed or controlled by Moore County, as well as the appurtenant premises to such buildings, indicating that concealed handguns are prohibited therein.

(b) *Location of signs.* Said signs shall be visibly posted on the exterior of each entrance by which the general public can access the building, appurtenant premises, or park. The county manager shall exercise discretion in determining the necessity and appropriate location for other signs posted on the interior of the building, appurtenant premises, or park.

(Ord. of 10-16-95, §§ 1, 2)

Secs. 10-2—10-40. Reserved.

ARTICLE II. NOISE CONTROL***Sec. 10-41. Loud, raucous, disturbing or unnecessary noise.**

(a) It shall be unlawful for any person or group of persons, regardless of numbers, to willfully make, continue or cause to be made or continue any loud, raucous, disturbing or unnecessary noise, which term shall mean any sound which, because of its volume, duration or character, annoys, disturbs, injures or endangers the comfort, health, peace, or safety of reasonable persons or ordinary sensibilities within the limits of the County of Moore. The term loud, raucous, disturbing or unnecessary noise shall be limited to loud, raucous, disturbing or unnecessary noise heard upon the public streets, in any public park, in any school or public building or upon the grounds thereof, in any church or hospital or upon the grounds thereof, upon any parking lot open to members of the public as invitees or licensees, of any occupied residential unit which is not the source of the noise or upon the grounds thereof.

(b) In addition to the common meanings of words, the following definitions shall be used in interpreting this article and the following acts, among others, are declared to be loud, raucous, disturbing or unnecessary noises in violation of this article, but said enumeration shall not be deemed to be exclusive:

- (1) *Language.* Using any unreasonably loud, raucous, disturbing, offensive, or insulting language or shouting so as to annoy or disturb that quiet, comfort, or response of any person within the area of audibility.
- (2) *Blowing horns.* The sounding of any horn, whistle or signal device on any automobile, motorcycle, bus, or other vehicle or railroad train, except as a danger signal or as required

*State law reference—County authority to regulate noise, G.S. 153A-133.

by law, so as to create any unreasonable, loud, raucous, disturbing or unnecessary sound or the sounding of such devices whether mounted on a vehicle or not, intermittently or continuously, for a period in excess of 30 seconds.

- (3) *Radios, phonographs, CD player, tape player, television.* The playing of any radio, phonograph, CD player, tape player, television set or other machine or device for the producing of sound, a musical instrument, or a performing band, in such manner or with such volume, between 11:00 p.m. and 7:00 a.m., so as to annoy or disturb the quiet, comfort or repose of any person in any dwelling, hotel, motel or other type of residence within the area of audibility.
- (4) *Sirens.* The use of any gong, bell or siren upon any vehicle or upon any property other than by police, sheriff, fire, ambulance or other emergency vehicles.
- (5) *Noise to attract attention.* The use of any drum, loudspeaker, sound amplifying device, or other instrument for the purpose of attracting attention, by creation of a loud, raucous or disturbing noise, to any performance, show, sale display, or advertisement of merchandise or any business or activity for any other purpose, unless a permit for such sound amplification has been obtained from the sheriff.
- (6) *Blowers, engines.* The operating of any noise-creating blowers, power fan, or any internal combustion engine or the repairing, rebuilding, or testing of any such device, machine, or vehicle, the operation of which causes noise in such a manner as to disturb the peace, quiet and comfort of the residents of any residential area between the hours of 10:00 p.m. and 6:00 a.m., except for such emergency repairs as may be necessary in order to return the vehicle to proper working order for immediate use.
- (7) *Operation of vehicles.* All noises coming from any motor vehicles or internal combustion engines not properly equipped with the manufacturers' standard mufflers or noise reducing equipment in use or not in proper operating condition, or the operating of a motor vehicle in any manner which creates loud or unnecessary grating, grinding, rattling or noise other than normal designed operation.
- (8) *Fireworks.* The explosion of any fireworks unless under a written permit obtained from the County of Moore.
- (9) *Hawking, peddling or soliciting.* The unreasonably loud, raucous, jarring or disturbing, shouting, crying or singing of peddlers, hawkers, or vendors, which creates a nuisance to persons within the area of audibility.
- (10) *Violent acts.* Engaging in any act in a violent and tumultuous manner by two or more persons.
- (11) *Construction operations.* The erection (including excavation), demolition, alteration, or repair of any building or other structure other than between the hours of 6:00 a.m. and 10:00 p.m.

- (12) *Schools, churches, etc.* The creating of any loud, raucous, jarring or disturbing noise on any street or property adjacent to any school, institution of learning, church, or any public building while the same is in use, which unreasonably interferes with the normal operations or workings of such institution.
- (13) The commission of any other act in such a manner so as to cause a loud, raucous, disturbing or unnecessary noise as set forth in this section.
- (Ord. of 3-17-97, § 1)

Sec. 10-42. Exemptions.

The following uses and activities shall be exempt from the noise regulations set forth in this article:

- (1) Any bell or chime from any building clock, school or church.
- (2) Warning devices required by OSHA or any local, county, state or federal safety regulations.
- (3) Any siren, whistle, or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation; provided, however, that burglar alarms not terminating within 30 minutes after the responsible person has been notified, shall be unlawful.
- (4) Agriculture and horticultural operations conducted in a reasonable manner on property classified as bona fide farms for ad valorem tax purposes, including but not limited to, noise generated by machinery, equipment or farm animals.
- (5) Noise caused by any type of construction equipment while it is being used for the purpose for which it is designed and for which it was purchased, or the normal operation of any construction site, except during the hours from 10:00 p.m. to 6:00 a.m.
- (6) The operation of a vehicular racetrack except between the hours of 11:30 p.m. and 6:00 a.m.
- (7) Any county or public school-sponsored athletic event, except between the hours of 11:30 p.m. and 6:00 a.m.
- (8) Noise relating to aircraft operations at the county airport.
- (9) Noises resulting from emergency work, to be construed as work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from an imminent exposure to danger.
- (10) Noises resulting from the normal operations of any industrial enterprise.
- (11) Noises resulting from the normal operations of any commercial enterprise.
- (12) Noise resulting from the normal operations of any governmental facility.
- (13) Noises resulting from an auction being conducted for the purpose of land sales, estate property or any like auction.
- (14) Noises from lawn care equipment between 6:00 a.m. and 10:00 p.m.
- (15) Noises resulting from normal operations of any hotel or motel.

- (16) Noises resulting from the operation originating on the premises of any firearm club, organization or association.
- (17) Noises relating to any event which is a community celebration, or national, state, county or municipal event, or public festival.
- (18) Nothing herein shall be constructed to hold a landlord liable, responsible or in violation of this article unless the landlord sponsors or in any way participates in the activity that violates any provision of this article.

(Ord. of 3-17-97, § 2)

Sec. 10-43. Burden of persuasion.

In any proceeding pursuant to this article, if an exception may be applicable to limit an obligation to comply with the regulation herein, the person who would benefit from the application of the exception shall have the burden of persuasion that the exception applies and that the terms of the exception have been met.

(Ord. of 3-17-97, § 3)

Sec. 10-44. Enforcement; injunction; penalties.

(a) The violation of any provision of this article shall be a Class 3 misdemeanor and any person convicted of such violation shall be fined not less than \$100.00 and not more than \$500.00. Payment of a fine imposed in criminal proceeding pursuant to this subsection does not relieve a person of his liability for taxes or fees imposed under this article.

(b) In addition, enforcement of this article may be by appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).

(c) In addition to and not in lieu of the criminal penalties, other sanctions in this article may also subject the offender to the civil penalties hereinafter set forth.

- (1) The civil penalty for violation of this article is \$200.00. Such penalty shall be paid within ten calendar days from and after the issuance of the notice referred to above.
- (2) In addition to the penalty prescribed in subsection (1) above, a \$300.00 penalty shall be imposed in all cases in which the above penalty has not been paid within the authorized ten calendar day period and it becomes necessary to institute a civil action to collect any penalty hereunder.
- (3) Such civil penalties may be recovered by the county in a civil action in the nature of debt or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.
- (4) Such notice shall, among other things:
 - a. State upon its face the amount of the penalty (\$200.00) if such penalty is paid within ten calendar days from and after the issuances of the notice.

- b. State that such penalty must be paid within ten calendar days from issuances of such notice of violation and if not paid within such ten-calendar-day period, court action by the filing of a civil complaint for collection of such penalty may be taken. Such civil action shall be in the nature of a debt for the stated penalty plus an additional penalty in the amount of \$300.00, together with the cost of the action to be taxed by the court.
 - c. Further provide that such offender may answer the notice by mailing the notice, and stated penalty, to the Sheriff, Moore County Sheriff Department at his mailing address, or by making payment to the Sheriff, Moore County Sheriff Department at the appropriate address, and that upon payment, such case or claim and right of action by the county will be deemed compromised and settled.
- (5) The sheriff is authorized to accept such payments in full and final settlement of the claim or right of action which the county may have to enforce such penalty by civil action in the nature of debt. Acceptance of such penalty shall be deemed a full and final release of any and all claims or rights of action arising out of such contended violation.
 - (6) The notice of violation referred to herein may be delivered to the person violating the provisions of this article in person, or may be mailed to such person at his last known address.
 - (7) Each violation shall be considered a separate offense.
- (d) This article shall be enforced by the Moore County Sheriff or his deputy.
 - (e) The complaint of two or more persons, at least one of whom reside in a different home from the other complaining person or persons, when combined with the complaint of a duly authorized investigating officer or with the complain of a duly authorized investigating officer alone, shall be prima facie evidence that such sound is an unnecessary and unreasonably loud, disturbing or annoying noise.
 - (f) The Moore County Sheriff or his deputy shall enforce this article by any one of the following or by any other manner provided by law:
 - (1) The Moore County Sheriff or his deputy may issue a warning citation, informing the offender that the noise violates the noise control ordinance and ordering the offender to immediately cease the unreasonable noise.
 - (2) The Moore County Sheriff or his deputy may issue a citation which subjects the offender to the civil penalty of \$200.00 as set out herein.
 - (3) The Moore County Sheriff or his deputy may initiate a civil action seeking an injunction and order of abatement to be directed toward any person creating or allowing the creation of any unlawful noise, including the owner or person otherwise having legal or actual control of the premises from which it emanates.
 - (4) The Moore County Sheriff or his deputy may issue a misdemeanor warrant immediately.

(5) Following the issuance of a citation and the violator's failure to pay the same within ten calendar days, the Moore County Sheriff or his deputy may issue a misdemeanor warrant. (Ord. of 3-17-97, § 4)

Sec. 10-45. Disposition of monetary penalties, fines and forfeitures.

All monetary penalties, fines and forfeitures paid to the sheriff or other representatives of the county shall be forwarded to the public schools in accordance with state law. (Ord. of 3-17-97, § 5)

Sec. 10-46. Permits.

Other provisions of this article notwithstanding, an application for a permit to conduct any noise which would otherwise violate the article, may be submitted to the Moore County Sheriff or his deputy at least 15 working days in advance of the planned use, except in case of emergency. The application shall state the location of the planned use, the length of time requested for conducting the noise, the type of noise, and shall designate the individual person or persons who shall be in control of any noise making equipment, and the individual person or person who will assume the responsibility that the use of the noise making equipment will be operated in compliance with the terms of the permit. Such permit shall be granted or denied at the discretion of the Moore County Sheriff or his deputy, after payment of a \$25.00 nonrefundable fee. (Ord. of 3-17-97, § 6)

§ 90.080 SCOPE OF SUBCHAPTER.

This subchapter prohibits unnecessary or unusually loud noises within the Town and establishes regulations for the control and enforcement of the provisions, as the result of the following provisions:

(A) The making and creation of excessive, unnecessary, or unusually loud noises has long been a problem of municipalities throughout this state and elsewhere, and the increasing intensity of this form of pollution has reached the point where it is a detriment to the public health, comfort, convenience, safety, welfare, and prosperity of the citizens, residents, and other persons in the Town.

(B) It is therefore necessary and in the public interest, for the provisions and prohibitions hereinafter contained and enacted as a matter of legislative determination and public policy, to be established by the Town and it is hereby declared that the provisions and prohibitions hereinafter contained and enacted are in pursuance and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare, prosperity, peace, and quiet of the Town and its inhabitants and visitors.

(1989 Code, § 90.50) (Ord. passed 12-14-1982)

§ 90.081 LOUD OR UNNECESSARY NOISE PROHIBITED.

(A) It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary, or unusually loud noise or any noise which annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the Town.

(B) The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this subchapter, but the enumeration shall not be deemed to be exclusive:

(1) Horns, signaling devices, and similar devices. The sounding of any horn or signaling device on any truck, truck combination, automobile, motorcycle, scooter or other vehicle on any street or public place in the Town, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any device for an unnecessary or unreasonable period of time as may be necessary to warn of an imminent danger. Also, the use of any signaling device except one operated by hand or electricity; the use of any horn, whistle, or other device operated by engine exhaust; and the use of any signaling device when traffic is for any reason held up or moving slower than the normal flow.

(2) Radios, phonographs, tape recorders, compact disc players, digital music players, musical instruments and similar devices. The using, operating, or permitting to be played, used, or operated any radio, phonograph, tape recorder, compact disc player, digital music player,

musical instrument, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet, comfort or repose of the neighboring inhabitants or at any time on a public street, municipal parking area, public sidewalk or Town park; or on public or private property in an area zoned as a residential district; or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned a commercial district, with louder volume than is necessary for the convenience of the person or persons who are in the room, vehicle, or chamber in which such machine or device is operating and who are voluntary listeners thereto. The operation of any set, instrument, phonograph, machine, or device at any time on a public street, municipal parking area, public sidewalk or town park; or in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district in such a manner as to be plainly audible at a distance of 50 feet from the building, structure, vehicle or place in which it is located shall be prima facie evidence of the violation of this provision.

(3) Loudspeakers, amplifiers for advertising. The using, operating, or permitting to be played, used, or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound, which is placed upon the public street for the purpose of commercial advertising for attracting the attention of the public to any building or structure.

(4) Yelling, shouting, and similar activities. Yelling, shouting, hooting, whistling, or singing on a public street, municipal parking area, public sidewalk or Town park; or on public or private property in an area zoned as a residential district,, at any time or place so as to annoy or disturb the quiet, comfort, or repose of the persons in any office, dwelling, hotel, or other type residence or any persons in the vicinity.

(5) Animals, birds, and similar creatures. The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the peace, quiet, comfort or repose of any person in the vicinity.

(6) Steam whistles/sirens. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler, except those set to give notice of the time to begin or stop working or as a warning of fire or danger, or upon request of the proper Town authorities.

(7) Exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle except through a muffler or other device which effectively prevents loud or explosive noises therefrom.

(8) Defect in vehicle or load. The use of any truck, truck combination, automobile, motorcycle, scooter or other vehicle so out of repair, so loaded, or in such manner as to create loud and unnecessary grating, grinding, rattling, or other noise.

(9) Loading, unloading, opening boxes. The creation of a loud excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates, and containers.

(10) Construction or repair of buildings. The erection (including the excavation), demolition, alteration, or repair of any building other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, except in the case of urgent necessity, in the interests of public health and safety, and then only with a permit from the Building Inspector, which permit may be granted for a period not to exceed 3 days or less while the emergency continues and which permit may be renewed for periods of 3 days or less while the emergency continues. If the Building Inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building or the excavation of streets and highways within the hours of 7:00 p.m. and 7:00 a.m., and if he or she shall further determine that loss or inconvenience would result to any party in interest, he or she may grant permission for the work to be done within the hours of 7:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

(11) Schools, courts, churches, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church, or court while the same are in use, or adjacent to any hospital, which unreasonably interferes with the workings of the institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed on the streets indicating that the same is a school, hospital, or court street.

(12) Hawkers, peddlers. The shouting or crying of peddlers, hawkers, and vendors which disturbs the peace, quiet, comfort or repose of any person in the vicinity.

(13) Drums. The use of any drums or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, or sale.

(14) Metal rails, pillars, and columns; transportation thereof. The transportation of rails, pillars, or columns of iron, steel, or other material, over and along the streets and other public places on carts, trains, cars, trucks, or in any other manner, so loaded so as to cause loud noises or as to disturb the peace, quiet, comfort or repose of any person in the vicinity.

(15) Pile drivers, hammers, and so forth. The operation of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance, the use of which is attended by loud and unusual noise, between the hours of 7:00 p.m. and 7:00 a.m. in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district. The operation of any such device between the hours of 7:00 p.m. and 7:00 a.m. in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district, in such a manner as to be plainly audible at a distance of 50 feet from the location in which it is being used shall be prima facie evidence of the violation of this provision.

(16) Blowers, fans, internal combustion engines and similar devices. The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, between the hours of 7:00 p.m. and 7:00 a.m. in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district, unless the noise from the blower, fan, internal combustion device or similar device is muffled and the engine is equipped with a muffler device sufficient to deaden the noise. The operation of any such blower, fan, internal combustion engine or similar device between the hours of 7:00 p.m. and 7:00 a.m. in an area zoned as a residential district or between the hours of 11:00 p.m. and 7:00 a.m. in an area zoned as a commercial district, in such a manner as to be plainly audible at a distance of 50 feet from the location in which it is being used shall be prima facie evidence of the violation of this provision.

(C) The noise ordinance shall be in effect except when the Town Council has adopted a resolution authorizing street repairs by a governmental unit for a specific portion of a street or streets during a specified time period.

(1989 Code, § 90.51) (Ord. passed 12-14-1982; Am. Ord. 1478, passed 7-10-2012)

§ 90.082 ENFORCEMENT.

Any violation of § 90.081 is subject to penalties and enforcement action as provided in § 10.99, except each instance of a violation that occurs after notice whether oral or written, from an officer, employee, or agent of the Town constitutes a separate violation. The notice is sufficient if provided to a violator or to a person with apparent authority to receive the notice for a violator. Prior notice that a particular act constitutes a violation is not required and any violation of § 90.081 may be enforced by a sworn officer of the Police Department based upon a complaint from the public or upon the independent observations of the officer.

(1989 Code, § 90.52) (Ord. passed 12-14-1982; Am. Ord. 1148, passed 10-12-2004)

(B) *Costs.* The actual cost incurred by the village in removing or otherwise remedying a public nuisance shall be charged to the owner of the lot or parcel of land; and it shall be the duty of the Finance Officer to mail a statement of the charges to the owner or other person in possession of the premises with instructions that the charges are due and payable within 30 days from the mailing thereof. If the costs charged in accordance with this subchapter are not paid as herein stated, the costs shall become a lien upon the real estate and improvements, if any, on the real estate and shall be collected as unpaid taxes, as provided in G.S. § 160A-193.

(1986 Code, §§ 3-2.4, 3-2.5) (Ord. 03-31, passed 06-24-2003)

POLLUTANTS AND NOISE CONTROL

§ 92.15 REGULATION OF EMISSION OF POLLUTANTS OR CONTAMINANTS.

(A) *Emission or disposal of polluting substances prohibited.* Pursuant to authority contained in G.S. § 160A-185 and for the purpose of prescribing regulations governing conditions detrimental to the health, safety and welfare of its citizens, there is hereby adopted and made applicable within the corporate limits of the village from and after the effective date hereon, the following:

(1) The emission or disposal of substances and effluents that tend to pollute or contaminate land, water or air, rendering or tending to render it injurious to human health or welfare or to animals or plant life or to property, or interfering or tending to interfere with the enjoyment of life or property is prohibited; and

(2) Outdoor burning of any type is prohibited in the corporate limits of the village with the exception of specific permissible open burning as described in the State Administrative Code, Title 15A Chapter 2, Subchapter 2D, Sections 1903 and 1904. For these exceptions, an open burning permit must be obtained from the State Forest Service prior to the commencement of any burning.

(B) *Compliance with state statutes.* This section shall be consistent with and supplementary to state and federal laws and regulations.

(1986 Code, § 11-1) (Ord. passed 10-20-1980; Ord. 00-05, passed 02-22-2000) Penalty, see § 10.99

§ 92.16 REGULATING UNREASONABLY LOUD, DISTURBING SOUND LEVELS.

(A) *Unlawful sound levels.* It shall be unlawful for any person, firm or corporation to create or assist in creating any unreasonably loud, disturbing sound levels in the village, taking into consideration volume, duration, frequency, time of day and other characteristics of the sound, unless specifically authorized by the village (see division (C) of this section).

(B) *Prohibited activities.* The following activities, among others, are hereby declared to be unreasonably loud, disturbing sound levels, but the enumeration shall not be deemed to be exclusive:

(1) The playing of any musical instrument or electronic sound amplification equipment in a manner or with such volume, that a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity particularly between the hours of 11:00 p.m. and 7:00 a.m.;

(2) The keeping of any animal or bird which makes frequent or long continued sounds, that a reasonably prudent person would recognize as likely to unreasonably disturb persons in the vicinity;

(3) The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or in a manner as to create unreasonably loud, disturbing sounds;

(4) The operating of any business adjacent to any residential area so as to cause unreasonably loud, disturbing sounds;

(5) The creation of unreasonably loud, disturbing sound levels adjacent to any school, educational facility, church or court during their normal operating hours, or within 150 feet of any hospital, which a reasonably prudent person would recognize as likely to unreasonably interfere with the working of the institutions, provided signs are displayed indicating that the area is a school, educational facility, church, court or hospital;

(6) The erection (including excavation), demolition, alteration or repair of any building in any district other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Saturday, at any time on a Sunday or holiday, except in the case of urgent necessity in the interest of public safety, and then only under the direction, and prior approval of an appropriate village official from the Planning and Inspections Department;

(7) The operation of power equipment including but not limited to lawn and garden maintenance equipment, generators (not including home stand-by power generators in operation during periods of utility power outages and test periods) and landscaping construction and maintenance equipment between the hours of 8:00 p.m. and 7:00 a.m.

(8) The use of any electronic sound amplification equipment for advertising, paging or solicitation purposes, except with an appropriate permit; and

(9) The conduct of, or participation in any recreational activity in a residential district in the village which creates sound levels a reasonably prudent person would recognize as likely to unreasonably disturb persons on adjacent property or in the vicinity, particularly between the hours of 10:00 p.m. and 7:00 a.m.

(C) *Permit required.*

(1) Persons wishing to engage in activities prohibited by this section may do so when a specific permit is approved by the village. Applications shall be submitted on forms supplied by the village. The

Pinehurst - General Regulations

permit shall not be unreasonably withheld, and may contain appropriate conditions, including maximum decibel levels, designed to minimize the disruptive impact. Permits for activities significantly for religious or political purposes shall be granted, subject only to reasonable time, place and manner restrictions. Permits issued under this section may specify that the permission granted will continue for a stated period or until revoked after actual notice. Persons shall not be held in violation of this section when acting in conformity with permit conditions, but any permit may be revoked if it is determined that the authorized activity has resulted in generation of unreasonably loud, disturbing sound levels, or significant complaints from residents.

(2) In case an application is denied, a permit is approved with conditions unacceptable to the application, or a permit is revoked, the applicant or permit holder shall be entitled to a prompt, informal hearing with the Village Manager or his or her designee, upon submission of a written request. Any person aggrieved by a matter regulated by this section may submit to the Village Manager written comments, including requests for appropriate relief.

(1986 Code, § 11-2) (Ord. 96-02, passed 01-22-1996; Ord. 05-18, passed 06-07-2005; Ord. 05-22, passed 08-23-2005; Ord. 13-46, passed 11-12-2013; Ord. 13-48, passed 12-10-2013) Penalty, see § 10.99



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Map Prepared by Moore County GIS on 8/31/2016



500 Feet

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Solid Waste Ordinance

Department: Public Works / Solid Waste

Fund:

Presenter(s): Chad Beane - Solid Waste & Recycling Division Manager

Keep Moore County Beautiful Executive Director

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Solid Waste ordinance:

- review of the process from fielding complaints to enforcement

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

- Feedback and/or direction if any at this time

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

- Total discretion of the BOC on timing
- Further review of the ordinances if necessary

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Moore County code Sec. 8-154 & Sec. 8-155
- Power Point presentation

§ 8-154

MOORE COUNTY CODE

Sec. 8-154. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage means all putrescible wastes, including animal and vegetable matter, animal offal and carcasses and recognizable industrial byproducts, but excluding sewage and human wastes.

Health director means the director of the county health department or his authorized representative.

Refuse means all nonputrescible wastes.

Solid waste means garbage, refuse, rubbish, trash and other discarded solid materials, including solid waste materials resulting from industrial, commercial and agricultural operations and from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants.

Solid waste collector means any person who collects or transports solid waste.

Solid waste container site means any site designated, operated and maintained by the county for the purpose of collecting solid waste.

Solid waste director or *director of solid waste* means the director of the county solid waste department or his authorized representative.

Solid waste disposal site means any place at which solid wastes are disposed of by incineration, sanitary landfill or any other authorized methods.

(Ord. of 10-5-87(1), Art. VI; Ord. of 10-5-87(2), Art. VI)

Cross reference—Definitions and rules of construction generally, § 1-2.

Sec. 8-155. Storage.

(a) No owner, occupant, tenant or lessee of any premises shall permit any garbage or other refuse to accumulate upon such premises that is not stored in a manner approved by the health director or the director of solid waste.

(b) Garbage shall be stored in a container of a type approved by the health director or director of solid waste. Every such container shall be constructed of metal, or equally durable material, in such a manner as to be strong, watertight, not easily corrodible, flyproof and rodentproof; shall have handles designed for lifting and shall have fly-tight covers which shall be kept in place at all times except when garbage or other refuse is being deposited in or removed from such container. The health director shall have the authority to approve the use of containers not meeting these specific standards when it can be shown that such containers meet applicable health standards. A sufficient number of containers shall be provided to hold at least one week's accumulation of garbage. Each garbage container shall be kept clean so that no odor or other nuisance will exist.

HEALTH AND SANITATION

§ 8-158

(c) Refuse shall be stored in such a manner that it will not provide harborage to rats nor cause a fire hazard.

(Ord. of 10-5-87(1), Art. VII)

Sec. 8-156. Collection.

The owner, occupant, tenant or lessee of any premises upon which garbage is stored shall remove, or cause to be removed, all garbage from such premises at least once a week. Solid waste collectors shall remove all solid waste from the premises, when they receive compensation for this service, at least once a week. The work shall be done in a clean and orderly manner, without causing damage to the container. Any solid waste that is spilled shall be cleaned up, and the premises left in a sanitary condition.

(Ord. of 10-5-87(1), Art. VIII)

Sec. 8-157. Transportation.

No solid waste collector shall transport solid waste in a conveyance which has not been approved in accordance with the provisions of this article. Vehicles or containers used for the collection and transportation of garbage or refuse containing garbage, shall be covered, leakproof, durable and of easily cleanable construction. These shall be cleaned as often as necessary to prevent a nuisance or insect breeding, and shall be maintained in good repair. Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak or spill therefrom, and shall be covered in such a manner as to prevent blowing of material. If spillage should occur, the material shall be picked up immediately by the solid waste collector and returned to the vehicle or container and the area properly cleaned.

(Ord. of 10-5-87(1), Art. IX)

Sec. 8-158. Disposal.

No solid waste collector, or other person, shall dispose of solid waste, except by one of the following methods; provided that, this section shall not be construed to prevent any person from properly disposing of solid waste from his own residence on his own property in a safe and sanitary manner approved by the health director or director of solid waste:

- (1) Sanitary landfill which has been approved by the division of health services as meeting all the requirements of the division of health services Rules and Regulations Providing Standards for Solid Waste Disposal.
- (2) Solid waste container sites operated by the county which have been approved by the department of health services as meeting all the requirements of the department of health services.
- (3) Incinerator which meets all requirements of the local, state and federal air pollution standards.
- (4) By any other method including reclaiming or recycling processes which has been approved by the department of health services and the solid waste director.

(Ord. of 10-5-87(1), Art. X)

§ 8-160

MOORE COUNTY CODE

Sec. 8-159. Reserved.

Editor's note—At the request of the county, § 8-159, which pertained to use of container sites, has been deleted. Said provisions derived from Ord. of Oct. 5, 1987(2), Art. VII, §§ 1—6. See the Code Comparative Table.

Sec. 8-160. Collector permits—Required; exemptions.

No person shall for profit collect, transport or dispose of solid waste without a written permit from the county health department; provided that, this section shall not apply to any person disposing of solid waste from his own residence or business, unless he hires a person to do so. The health director shall issue such permit only when, upon inspection by appropriate personnel including those stated in section 8-162, that the facilities, equipment and proposed operating methods of the applicant are in compliance with the requirements of these regulations.
(Ord. of 10-5-87(1), Art. XI)

Sec. 8-161. Same—Revocation.

(a) Whenever upon the inspection of facilities, equipment or operating methods of any person holding a permit to collect, transport or dispose of solid waste, the health director, solid waste director or other enforcement officer finds that conditions or practices exist which are in violation of the provisions of these regulations, the health director shall give notice in writing to such person that unless such conditions or practices are corrected within ten days, the permit will be revoked. At the end of such ten-day period, the health director shall make a reinspection, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing to such person that his permit has been revoked. Upon the receipt of this notice, such person shall immediately cease to collect, transport or dispose of solid waste. No such permit shall be reinstated by the health director until he finds, upon inspection that all provisions of these regulations have been complied with, except that following a hearing, as hereinafter provided, such permit may be reinstated by order of the board of commissioners.

(b) Upon written petition from a person whose permit to collect, transport or dispose of solid waste has been denied or revoked, the board of commissioners shall hold a hearing at which time such person shall be given an opportunity to show that his permit should not have been denied or revoked. No such hearing shall be held unless written petition therefore shall have been filed in the office of the health director on or before the tenth day following the day on which such permit was denied or revoked. The health director shall convey the request for a hearing to the chairman of the board of commissioners as soon as practicable. Such hearing shall be held within 30 days following the receipt of such petition by the chairman. After such hearing, the board of commissioners may either approve the denial or revocation of such permit or order that it be issued or reinstated, depending upon its findings as to whether or not these regulations have been complied with.
(Ord. of 10-5-87(1), Art. XII)

HEALTH AND SANITATION

§ 8-173

Sec. 8-162. Enforcement.

The rules and regulations prescribed in this article shall be enforced by the appropriate county agencies having duties and responsibilities in the areas of health, solid waste disposal and law enforcement. The agencies with enforcement powers shall include, but not be limited to, the county health department, county solid waste department and the county sheriff's department.
(Ord. of 10-5-87(1), Art. XIII)

Sec. 8-163. Penalties.

Any person who violates the rules and regulations set forth in this article shall be guilty of a misdemeanor and shall be subject to a fine of not more than \$50.00 or imprisonment of not more than 30 days, as specified by section 14-4 of the general statutes.
(Ord. of 10-5-87(1), Art. XIV; Ord. of 10-5-87(2), Art. VIII)

Secs. 8-164—8-170. Reserved.

DIVISION 2. SOLID WASTE CONTAINER REGULATIONS

Subdivision 1. In General

Sec. 8-171. Title.

This division shall be known and may be cited as the Solid Waste Container Ordinance of Moore County, North Carolina.
(Ord. of 10-5-89, Art. I)

Sec. 8-172. Preamble.

Whereas, the Moore County Board of Commissioners is authorized by the General Statutes of the State of North Carolina to enact an ordinance regulating solid waste collection, storage and transportation within Moore County, Now, therefore, be it ordained that the following regulations shall apply to Moore County, North Carolina.
(Ord. of 10-5-89, Art. II)

Sec. 8-173. Purpose.

The purpose of this division is to promote the public safety, health and welfare of the citizens of Moore County in the use of solid waste container sites located throughout the county. These sites contain equipment which could prove injurious to the public and this division is designed to protect the public as well as the property of Moore County.
(Ord. of 10-5-89, Art. III)

Moore County
Public Works / Solid Waste
Division

Solid Waste County Ordinance

September 8, 2016

Chad Beane, Solid Waste & Recycling Division
Keep Moore County Beautiful Executive Director

● Section 8-155 Storage

No owner, occupant, tenant or lessee of any premises shall permit any garbage or other refuse to accumulate upon such premises that is not stored in a manner approved by the health director or the director of solid waste.

* Solid Waste means garbage, refuse, rubbish, trash and other discarded solid waste materials, including solid waste materials resulting from industrial, commercial and agricultural operations and from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants.

Why is this important?

- To protect the Moore County citizens and the environment

Enforcement is collaborative effort

Beginning with...

#1 Concerns or grievances are reported to Co. Agency

- Health Department
- Planning & Zoning
- Solid Waste
- Sheriff's Office

#2 Site inspection is performed and documented by:

- Health Department
- Planning & Zoning
- Solid Waste Division
- Sheriff's Office

Who is responsible?

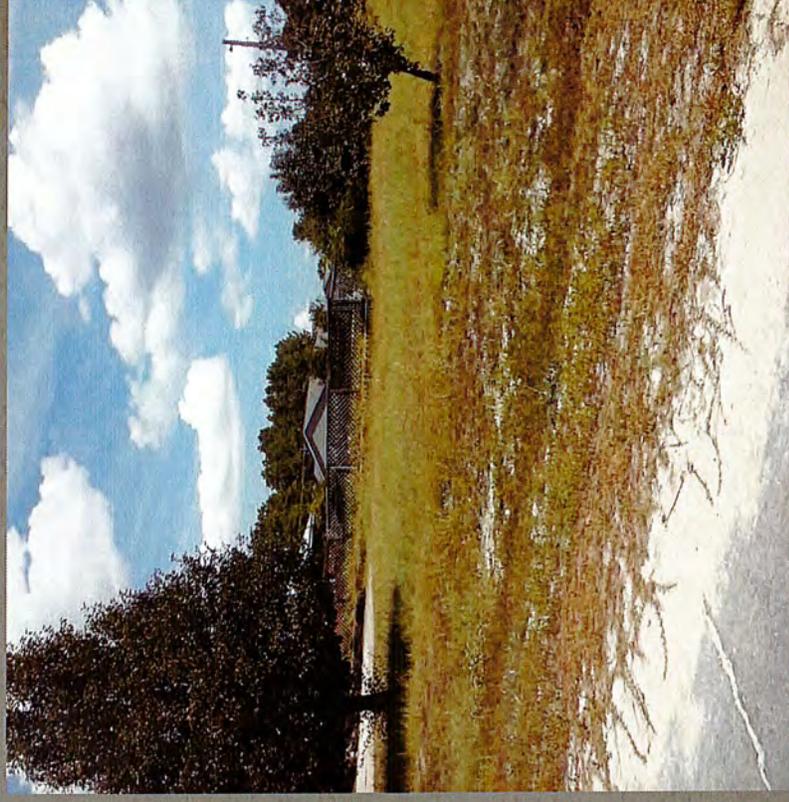
If there is a violation and located in the ETJ of a municipality, within a subdivision subject to restrictive covenants, etc... does the Moore County Solid Waste Ordinance regulate these properties outside the corporate limits?

Objective Opinion (violation) vs. Subjective Opinion

Illegal Dumping



Overgrown Property



If its Illegal Dumping then...



Sheriff's Office is notified

- Sheriff then pursues accordingly (notification, citations if necessary, etc..)

- NC Department of Environmental Quality (NC DEQ) may be contacted as well depending on the waste content.

Concerns with the current process

- How to measure what to enforce?...
- Establishing a “go to” person for accountability and to make sure the issue is clearly being addressed
- That “go to” person(s) make sure complaints/concerns from citizens are received, site inspections take place, enforcement and notification process takes place, and following up with complainant as well
- Time & staff management: Prioritizing this issue of enforcement along with the other duties that these departments already take on daily.
- Are our ordinances clear and conspicuous?

Why are we talking about this today?

- Is there a need for Ordinance Clarification?
 - periodically review and possibly modify
- Complaints received
 - complaint driven
 - are they subjective?
 - who fields those complaints? “Who you gonna call?!”
- Seeking direction from the Board of Commissioners

Contact information:

Chad Beane

Solid Waste & Recycling Division Manager
Keep Moore County Beautiful
Executive Director

cbeane@moorecountync.gov

910-947-3637

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: Cross Connection Control Ordinance

Department: Public Works & Planning

Fund: Public Works - Enterprise

Presenter(s): Randy Gould, Debra Ensminger and Chuck Hill

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

The requirements of the Moore County Cross Connection Control Ordinance are being challenged, particularly the requirement for above ground backflow preventers in lawn irrigation systems. The Cross Connection Control Ordinance was adopted to prevent our water system from being contaminated, which is most susceptible during pressure loss or main breaks.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

We are seeking input from the Board on the enforcement of the Cross Connection Control Ordinance. Staff will attempt to provide the appropriate background information to establish the regulatory requirements of the program.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

If the Board wishes for the ordinance to remain unchanged, no further action should be needed unless the law or regulations change. If the Board wishes to amend the ordinance, the revised ordinance would be presented to the Board for adoption at a future Board meeting.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

A PowerPoint presentation will be provided.

Moore County Board of Commissioners Work Session

September 8, 2016

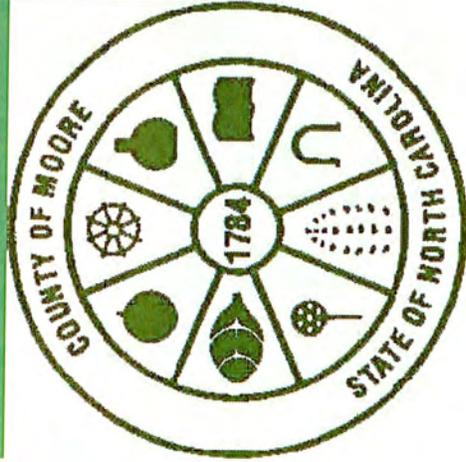
Cross Connection Control Ordinance

Presenters:

Randy Gould, PE, Public Works Director

Debra Ensminger, Planning Director

Charles Hill, Building Inspections Supervisor



Cross Connection Control

What is a Cross Connection?

- * EPA: Any Actual or potential connection between a public water supply and a source of contamination or pollution

What could cause a Cross Connection?

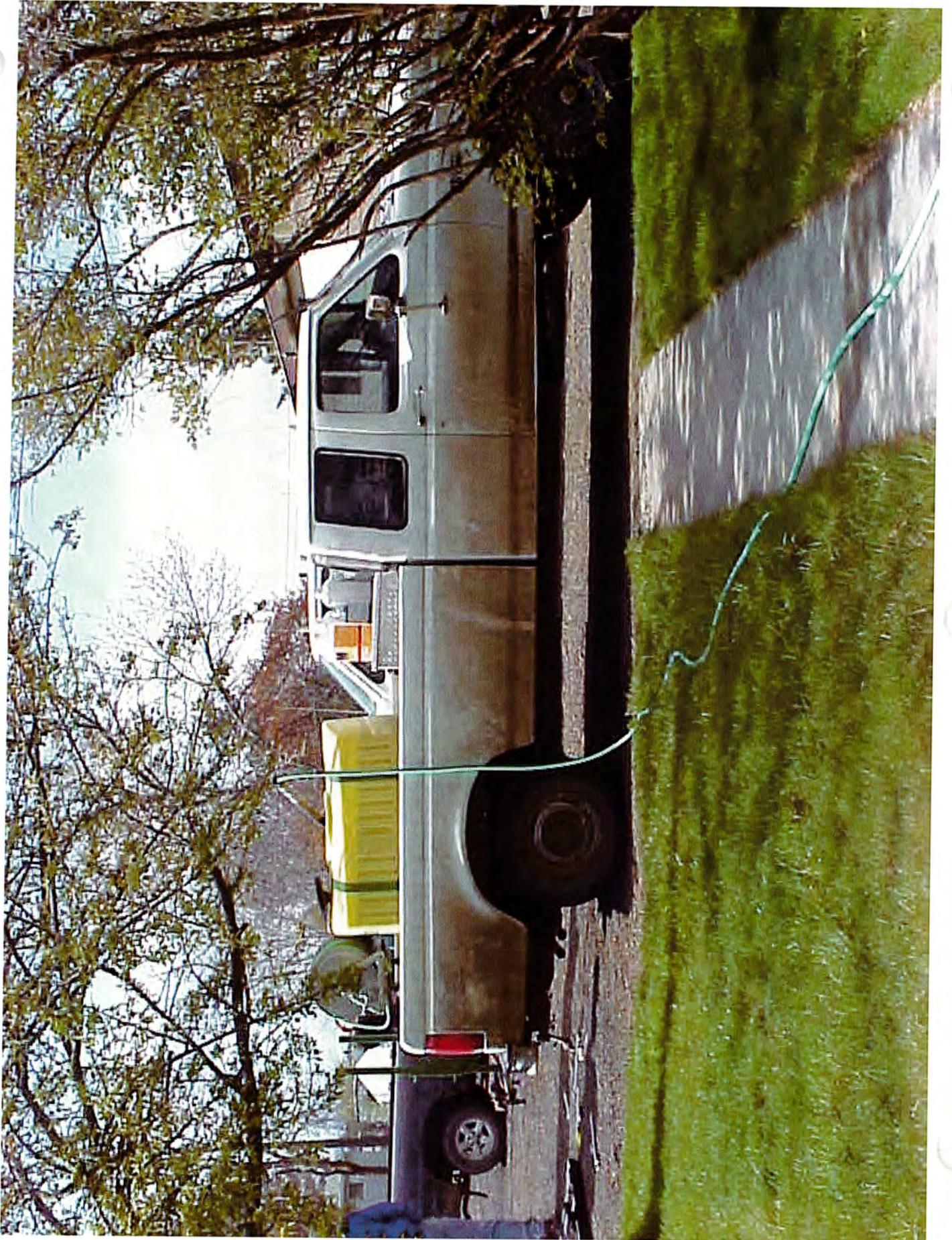
- * Backflow or back-siphonage event, like a main break
- * 2 Water Sources
- * Plumbing cross connections

Cross Connection Control

Cross Connection Cases in North Carolina?

- * Pesticide in water of 23 residents in Hope Mills caused by back-siphonage due to a water main break
- * Chemicals from a plant with a failing check valve affected 300 fast food customers
- * Blood in water fountain at a funeral home
- * E-Coli in Cary's water due to illegal cross-contamination leading to a boil water advisory; bottled water was sold out; extreme flushing





Cross Connection Control

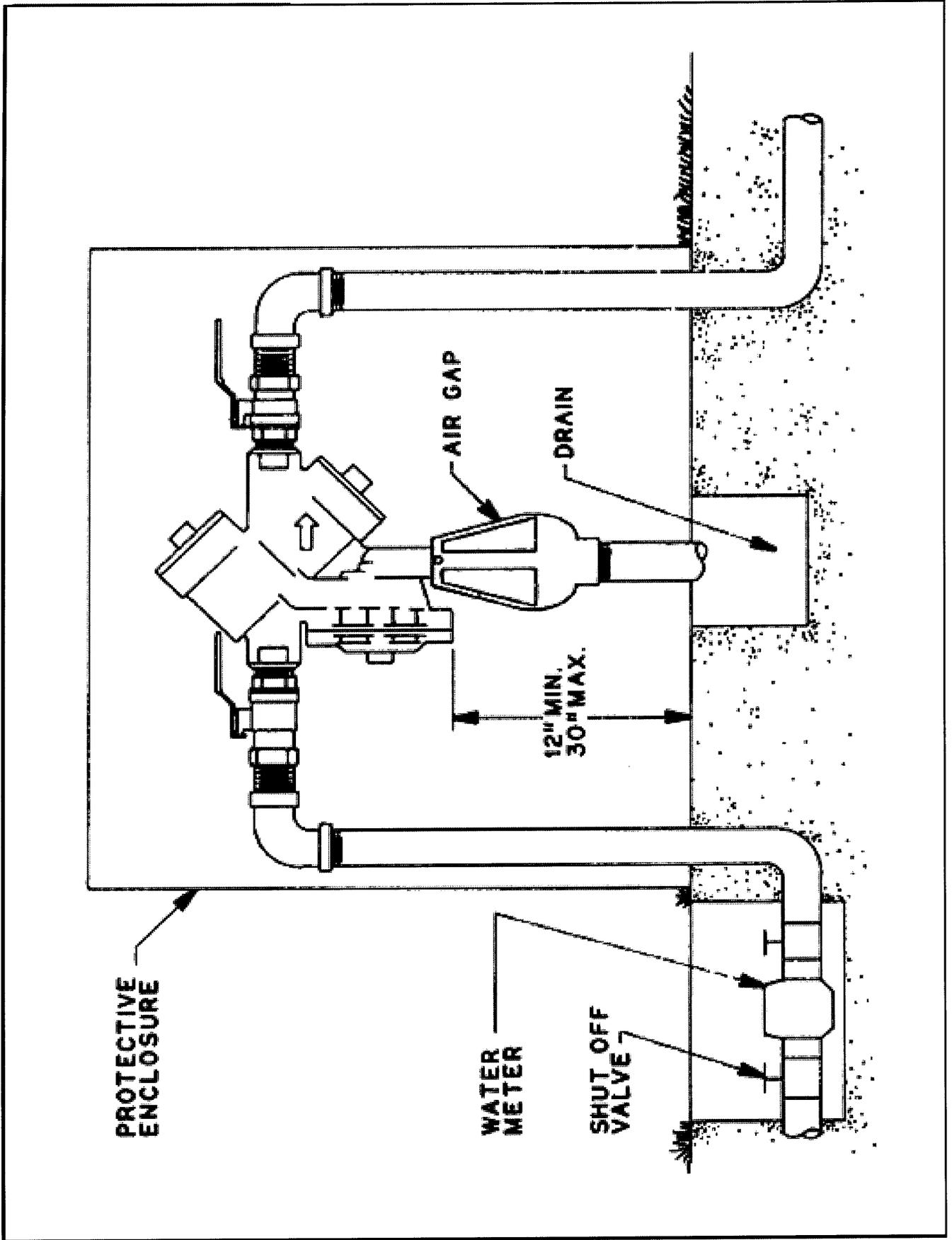
What are the legal and regulatory requirements?

- * Federal Safe Drinking Water Act (PL 93-523)
- * North Carolina Administrative Code (15A,8C.0709)
- * North Carolina State Building Code (Vol II) & Plumbing Code
- * North Carolina General Statute 162A-9.1
- * NC Guidelines Cross Connection Control in Water Distribution Systems

Cross Connection Control

What does the Plumbing Code require?

- * Approved cross connection prevention devices
- * RP Backflow Preventers
 - Requires minimum Air gap
 - Prevented from being submerged
- * Lawn irrigation system
 - RP backflow preventer



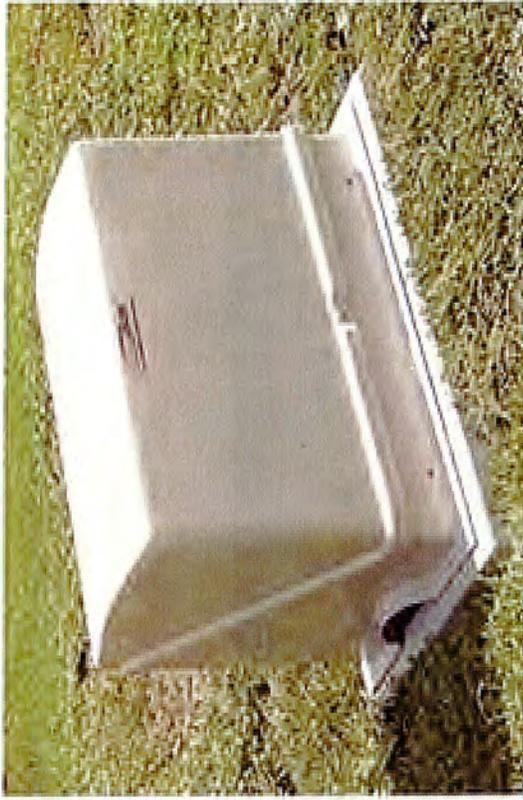
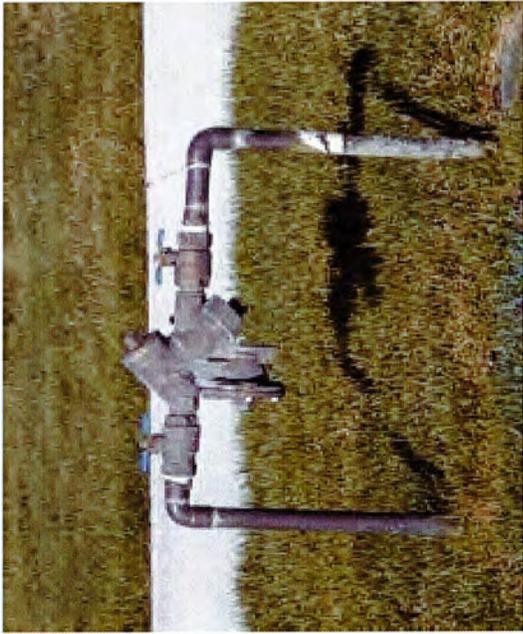
Cross Connection Control

Section 608 Protection of Potable Water Supply

- * 608.14 *Location of backflow preventers*
- * Access shall be provided to backflow preventers as specified by the installation instructions of the approved manufacturer
- * WATTS Reduced Pressure Zone Assemblies

Cross Connection Control

RP In A Hot Box Enclosure



Cross Connection Control

HB 255 – 2015 Session

- * Requires Inspection Departments to accept Alternative Engineered Designed Systems
- * 2012 Plumbing Code describes the requirements for an Alternative Design **(Performance must meet the intent of the Plumbing Code)**
- * Conflicts with the Cross Connection Control Ordinance

Cross Connection Control

What do other systems require of RP locations?

- * All systems in North Carolina require RPs to be installed above ground
- * Some systems require the RPs to be installed near the water meter- Southern Pines 10 feet, Durham 50 feet

Cross Connection Control

What are the types of hazards per NCDEQ Guidelines?

- * Moderate and severe

What moderate hazards need to be protected?

- * Building Sprinkler Systems
- * Connection to Non-toxic Tanks
- * Commercial

Cross Connection Control

What severe hazards need to be protected?

- * Lawn Sprinkler Systems
- * Wastewater Treatment Plants
- * Second Water Source
- * Sewage Facilities
- * Fire Systems
- * High Rise Buildings
- * Hospitals
- * Morgues
- * Industries
- * Car Washes
- * Laundries
- * Swimming Pools

Cross Connection Control

What devices need to be used to prevent backflow?

- * Domestic Service: Check Valve
- * Moderate Hazard: Double Check Valve Assembly
- * Severe Hazard: RP (Reduced Pressure Principal)
Backflow Preventers

Cross Connection Control

What does MCPW do to protect the system?

- * CCC ORC (Operator in Responsible Charge)
- * Cross Connection Control Ordinance (2013)
- * Monitor testing of the devices every year

Cross Connection Control

Components of the CCC Ordinance?

- * MCPW is responsible to deliver safe water supply to the customer's point of delivery
- Require the customer to install needed CCC devices
- Require meter testing (Annually is industry standard)
- * Plumbing Inspector inspects house plumbing
- Require CCC devices (2012 Plumbing Code)
- * Consumer install, test and maintain CCC devices
- * Backflow Preventer Tester- test annually

Cross Connection Control

Components of the CCC Ordinance?

- * Installation of Backflow Preventers
 - RP (Reduced Pressure) Assemblies must be installed above ground
- * Enforcement
 - Notification, must repair within 30 days maximum
 - \$1000/day for imminent hazard
 - \$500/day for high or moderate hazards
 - \$200/day failure to test

Cross Connection Control

Why must RPs be installed above ground?

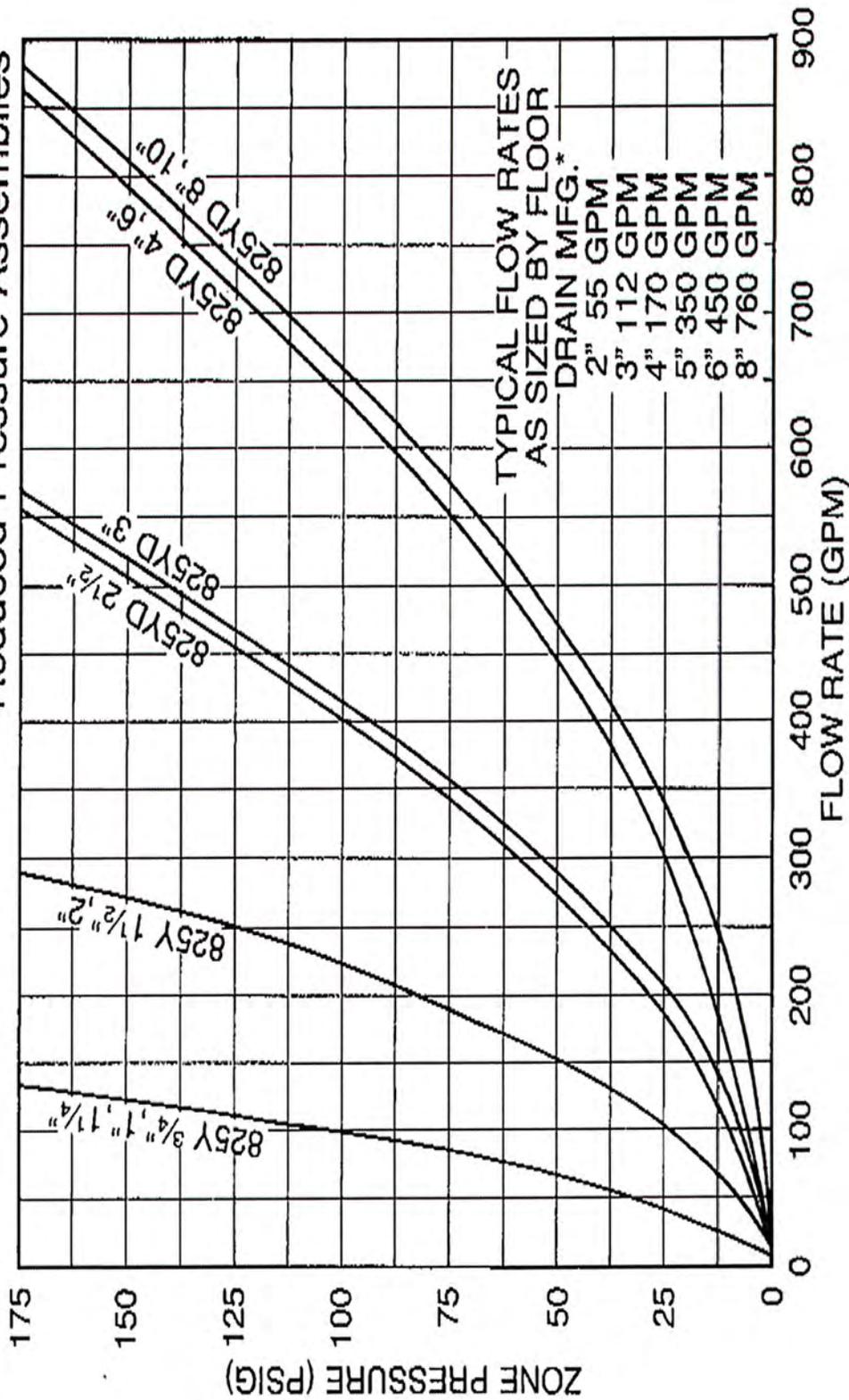
- * Air Gap must be maintained
- * Requires Significant Drainage(see table)
 - Drain pipes can be damaged, filled with dirt, frozen
- * RP must be accessible for testing and repair
- * RP Manufacturer Recommendation
- * Required by our CCC Ordinance



RELIEF VALVE DISCHARGE RATE

for the 825Y and 825YD

Reduced Pressure Assemblies



*Floor drain capacities are established by the floor drain manufacturer recommendations of Febco. Consult local codes to insure drain installation requirements.

Cross Connection Control

Note: NC Rural Water representative reports that to their knowledge all Local Ordinances in NC require the RPs to be installed above ground, including:

- * Southern Pines
- * Greenville Utilities
- * Durham
- * Durham County
- * Raleigh
- * Charlotte
- * Snow Hill
- * Jones County
- * ONWASA
- * Kinston
- * Newton

Cross Connection Control

Status of CCC Program?

- * BSI software tracks testing, available in the Cloud
 - needs serial number and account address
- * New Accounts are being added to the program
- * 200 customer beta group was established last year
 - letters were sent to receive the test reports
 - retest letter are being sent this year
- * Approved testers list being prepared(similar to Southern Pines)
- * High Hazard customers being contacted
- * Test results being sent to BSI by Testers
- * Program will grow over time to include all customers

Cross Connection Control

Purpose / Outcome

- * Making Commissioners aware of this conflict
- * Moore County Cross Connection Control Ordinance RP above ground requirement is consistent with other communities
- * Recommendation from the Board of Commissioners

Cross Connection Control

Discussion and Direction from the Board of Commissioners?

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: XII – F: Ordinance/Policy Review; Budget Development Policy

Department: Administration

Fund: All Funds

Presenter(s): Wayne Vest, Janet Parris, Tami Golden

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Each year, the County's budget is developed in accordance with Section 159 of the North Carolina General Statutes and the Local Government Budget and Fiscal Control Act. In developing the fiscal year budget (July 1, to June 30), Moore County uses a team (taskforce) approach and starts the process as early as possible, usually with a meeting shortly after the end of the first quarter of the fiscal year. Over the past 4 years, with Board of Commissioners' direction and guidance, the Team has developed a platform of guiding principles that are employed in developing the recommended budget. This development strategy has proven to be very effective and several on-going funding strategies for the various components of the budget have been incorporated into the process; some component strategies such as funding for Sandhills Community College have been formalized by adoption of a resolution, while others, such as non-profit funding, are more informal.

North Carolina General Statutes provide excellent guidance to budgetary requirements, but there are many components of the budget whereby the County provides funding over-and-above what is required by Statute and there are components specific to Moore County that are discretionary in nature. The Budget Development Policy incorporates statutory requirements, local resolution requirements, guiding principles, and informal strategies together in one document. Having a Board approved Budget Development Policy will provide continuity in the budget development process and allow for a reference point in budgetary discussions with the various individuals, agencies, and entities that are included in the budget. As part of the annual budget process, it is recommended that the Budget Development Policy be reviewed for updates at the Commissioners' January retreat.

Additionally, the Budget Team (taskforce), over that past few years, has included two Commissioners that are appointed by the Board. Chairman Picerno and Vice Chairman Saunders have been the lucky participants over the past few years and have provided an excellent bridge of communication and translation between the Board and the Team. With both Chairman Picerno and Vice Chairman Saunders leaving the Board of Commissioners this year, the Board will need to consider Budget Team (Taskforce) representatives.

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

- Request that the Board consider adopting a Budget Development Policy that incorporates statutory requirements along with local requirements for developing each fiscal year budget.
- Request that the Board consider the Budget Team Composition for the upcoming fiscal year budget, giving thought to the Commissioner Representative(s).

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

The Budget Development Policy can be presented to the Board beginning with the September 20, 2016 meeting.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Fiscal Year 2017 Budget Team
- Budget Development Policy (will have one hard copy for display only)
- Highlights of the Budget Development Policy

Fiscal Year 2017 Budget

FY16/17 Budget Team Members

Name	Position/Title
Nick Picerno	Chairman, Moore County Board of Commissioners
Randy Saunders	Vice Chairman, Moore County Board of Commissioners
Laura Williams	Clerk to the Board
Caroline Xiong	Chief Finance Officer
Denise Brook	Human Resources Director
Tami Golden	Internal Auditor
Wayne Vest	County Manager

Budget Development Policy Highlights

- County Commissioners' Strategic Planning and Goals – January Retreat, identify their goals and priorities for the coming fiscal year.

- Guiding Principles:
 1. Maintaining the current County general tax rate, implementing an Advanced Life Support tax rate (ALS) that eliminates fund balance appropriations, and implementing a Rural Fire Protection Service tax rate that allows for a phasing in of the Fire Commission's recommended funding formula
 2. Identifying expense reductions and ensuring effective fund and position allocations
 3. Ensuring the appropriate level of services for the citizens of Moore County
 4. Preserving the employee compensation package to include the potential of cost of living adjustments and to include the sustainability of the County Self-Insurance program

Other items discussed with the Budget Team and taken into consideration during the budget preparation are:

1. CAFR (Comprehensive Annual Financial Report) results from the previous fiscal year
2. What the transfer to Capital Reserve will be after the results of the annual audit
3. The use of resources for coming years for vehicle fleet replacement (\$225,000/year) and Information Technology equipment needs (\$100,000/year).
4. Education is the largest expenditure of the general fund budget and makes up just under ½ of the general fund expenditures. Education includes funding for Moore County Schools (MCS) and Sandhills Community College. A funding formula for SCC has been approved by resolution.

Budget Development Policy Highlights, page 2

- Budget Team Members
- Budget Calendar
- Budget Adoption by July 1 of each fiscal year. Proposed budget must be submitted to the Board of Commissioners by June 1 of each year. A formal public hearing must be held before adoption. (NC GS 159 – Local Government Budget and Fiscal Control Act).
- The Board, in FY14/15, adopted the strategy to begin moving away from non-profit funding by implementing a 6 year decline. This strategy was developed because there are over 700 non-profits in the County, there is no way to equitably and fairly identify which ones to fund and not fund and what level of funding. This funding incorporated a 5% decline beginning in FY14/15, a 15% decline in FY15/16, and a 20% decline each year for FY17, FY18, FY19 and FY20.
- Non-Departmental Funding is made up of all other categories of funding within the general fund such as: undistributed longevity and cost of living adjustments (these are budgeted in this section and later transferred to the general fund departments as needed), Sandhills Mental Health (G.S 153A-149(c)(22)), Juvenile Crime Prevention (JCPC) costs, Partner's in Progress (PIP), Forestry Services (G.S. 106-898), School of Government, Economic Development and the Courts (G.S. 7A-302). The North Carolina G.S. 9-1 explains the Jury Commission's salary (made up of 3 members) and operating costs are to be paid by the County's general fund.

Budget Development Policy Highlights, page 3

- **Fund 215 Rural Fire, Ambulance, Rescue District Fund**

This fund is a special revenue fund and is supported by:

- Fire protection service district tax
- Annually an amount is transferred from the EMS Fund (200) to support ALS services provided by the Fire Districts by contract. Payments are based on type of transport unit, medical responder, medium or heavy duty number of rescue calls for EMS or ambulatory and rescue services. Payments are made annually and are included in the funding formula calculations.

The Board of Commissioners formed a Fire Commission on November 3, 2014. The rules of procedure were initially adopted by the Board of Commissioners October 7, 2014 and amended in December 2014. The Board of Commissioners established, by resolution on April 21, 2015, a Single Service District for Fire Protection, Ambulance and Rescue, which is located under the resolution section of this document. The Fire Commission has developed a funding formula for all of the fire districts in Moore County with a five (5) year phase in approach which includes fire, ALS, rescue and ambulatory services. The funding formula, as well as the phase in approach and rules of procedures, is included under the other supporting documents section of this document.

COMMISSIONER WORK SESSION AGENDA COVER

Work Session Date: September 08, 2016

Agenda Item: XII – G: Ordinance/Policy Review, Commissioner Welcome Packet

Department: Administration, Clerk, Legal

Fund: All

Presenter(s): Wayne Vest, Misty Leland, Laura Williams, others

Brief summary of agenda item: (Provide a brief summary of the agenda item, specifying why it is being brought forward for Board discussion and providing background information.)

Staff has worked to develop a Board of Commissioner welcome/orientation packet that should prove to be helpful for both new and veteran members. The North Carolina Association of County Commissioners in conjunction with the UNC School Of Government offer various types of training for Board members and the proposed Moore County welcome packet is intended to serve as a compliment to these offerings. The packet will provide information specific to Moore County policies, practices, and procedures.

Upon approval by the Board, staff would like to schedule orientation/review sessions. To work through the packet will most likely take two days and staff would like to schedule a session in January in connection with the annual January work session. Subsequent sessions can be scheduled as needed, but

What is being requested of the Board: (State what is needed from the Board in order to move the item/issue forward.)

Request the Board to provide feedback as to the welcome/orientation packet concept and timing of the first review session.

Anticipated timing and action of next step(s): (Explain what actions will be taken after the work session and the timing of when/if the item will be brought to the Board for official action. The Board may also provide guidance on expected timing.)

Schedule a review session along with January work session.

Related Attachments: (Include attachments such as maps, graphs, resolutions, statutes, etc. that provide background and/or supporting information.)

- Highlights of information included in welcome/orientation packet

Commissioner Welcome Packet Outline

- I. Commissioner Guidance
 - A. Code of Ethics
 - B. Rules of Procedure
 - C. Current Meeting/Agenda Item Schedule
 - D. Appointments Policy
 - E. Closed Session Minutes Policy
 - F. Travel Expense/Reimbursement Policy
 - G. BOC Salary/Benefit Info.
 - H. Code of Ordinances
 - I. Statutes re: Open Mtgs. Etc.

- II. Human Resources/County Employee Compensation Package
 - A. Step plan
 - B. Evaluation tools
 - C. Self-Insurance overview
 - D. Copays and deductibles
 - E. Retirement
 - F. 401K
 - G. Other items that may fit the category

- III. Budget and Finance
 - A. Organizational Chart
 - B. Departmental Narratives
 - C. Departmental Budgeted Positions
 - D. FY17 Budget by Fund
 - E. FY17 Budget Summary
 - F. FY17 Budget Ordinance, Rural Fire Protection, Fee Schedules
 - G. Ten-Year Capital Plan
 - H. Performance Measures/Dashboard
 - I. Purchasing Policy, Contracts and Bidding
 - J. Moore County Terms and Acronyms