



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 20, 2016

REGULAR MEETING, 5:30 P.M.

CALL TO ORDER

INVOCATION – *Rev. Rick Martindale, Carthage Presbyterian Church*

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

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

I. PUBLIC COMMENT PERIOD (*Procedures are attached*)

II. ADDITIONAL AGENDA

III. RECOGNITIONS

IV. PRESENTATIONS

A. Moore County Library Strategic Plan (*Anthony Chow*)

B. Limited Obligation Bonds and USDA Refunding (*Wayne Vest / Mitch Brigulio*)

V. APPROVAL OF CONSENT AGENDA

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

A. Minutes: September 6, 2016 Regular Meeting and Closed Session

B. Minutes: September 8, 2016 Special Meeting

C. Tax Releases/Refunds – August 2016

D. Williams Sand and Clay, LLC Board Order

E. HCE Moore II Solar Collector Facility Board Order

F. Globe Communications Contract Amendment # 3

G. Legislative Goals

H. Moore County Schools Digital Learning Invoices

I. Partners in Progress FY17 Funding Agreement

J. Carolina Meter and Supply Sole Source

VI. PUBLIC HEARINGS

- A. Call to Public Hearing/Administration – Limited Obligation Bonds and USDA Refunding
(*Wayne Vest*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Sheriff – Request for Approval of Contract with Stanley Convergent Security Solutions
(*Neil Godfrey*)
- B. Sheriff – Request for Approval of Contract with NMS Labs for Forensic Drug Analysis
and DNA Testing (*Neil Godfrey*)
- C. Human Resources – Request for Approval of Employee Health Improvement Incentive
Plan (*Denise Brook / Dawn Spivey*)
- D. Planning – Request for Approval of Revised Assistance Policy Under the 2015 Urgent
Repair Program (*Debra Ensminger*)
- E. Public Safety – Request for Approval of EMS Physical Agility Testing Standards (*Bryan
Phillips*)
- F. Public Safety – Request for Approval of Radio Communications Contracts (*Bryan
Phillips*)
- G. Public Safety – Request for Approval to Apply for NC 911 Board Grant (*Bryan Phillips*)
- H. Administration – Request for Addition of Capital Projects Manager Position (*Wayne
Vest*)
- I. Administration – Consideration of Bids for Seven Lakes Well Lots (*Wayne Vest / Misty
Leland*)

IX. APPOINTMENTS

- A. Town of Aberdeen Planning Board ETJ

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

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

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

- **DSS Board**, Wednesday, September 21, 3:00pm (Graham)
- **CVB Board**, Thursday, September 22, 4:00pm (Saunders)
- **Animal Operations Board**, Thursday, September 22, 6:00pm (Picerno)
- **Aging Advisory Council**, Tuesday, September 27, 8:30am (Saunders)
- **Pre-agenda**, Wednesday, September 28, 9:00am (Graham/Picerno)
- **Recreation Advisory Bd.**, Monday, October 3, 12:00pm (Saunders)
- **JCPC**, Tuesday, October 4, 8:30am (Graham)
- **Regular Meeting**, Tuesday, October 4, closed session 4:30pm, open session 5:30pm
- **RSVP Advisory Council**, Thursday, October 6, 3:00 (Daeke)
- **PIP Executive Bd.**, Friday, October 7, 8:00am (Saunders)
- **Board of Health**, Monday, October 10, 6:00pm (Picerno)
- **PIP Board**, Tuesday, October 11, 8:00am (Graham/Saunders)
- **Airport Authority**, Tuesday, October 11, 10:00am (Saunders)
- **Sandhills Center Bd**, Tuesday, October 11, 7:00pm (Ritter)
- **Pre-agenda**, Wednesday, October 12, 9:00am (Daeke/Picerno)
- **Drug Free Moore Co**, Thursday, October 13, 8:30am (Ritter)
- **Fire Commission**, Thursday, October 14, 6:00pm (Ritter)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

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

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

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

Revised on the 7th day of April 2015.

Agenda Item: IV.A.
Meeting Date: 9/20/16

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Alice Thomas, Library Director

DATE: 8/15/16

SUBJECT: Moore County Library Strategic Plan

PRESENTER: Dr. Anthony Chow

REQUEST: To present the Library's Strategic Plan to the Commissioners. The presentation will not take longer than 15 minutes.

BACKGROUND: In 2015 Sandhill Regional Library System was awarded a Strategic Planning Grant from the State Library of North Carolina. This grant enabled the Region, which includes Moore County's five libraries and bookmobile, to develop a comprehensive three-year plan to guide us in fulfilling the needs of our patrons. Dr. Anthony Chow was the consultant hired for this project. He is an Associate Professor in the School of Information and Library Studies at UNC-Greensboro, specializing in leadership and management, informatics and analytics, and performance management systems. Dr. Chow is also the CEO of Strategic Performance Systems, LLC.

FINANCIAL IMPACT: n/a at present

IMPLEMENTATION PLAN: n/a

RECOMMENDATION SUMMARY: n/a

ATTACHMENTS: Copy of Moore County Library Strategic Plan, 2016-2020

Moore County Public Library Strategic Plan 2016 to 2020



“Promoting literacy & lifelong learning to the Sandhills.”

August 11, 2016

Jesse Gibson, Sandhills Regional Library System Director

Alice Thomas, Moore County Public Library Director

Dr. Anthony Chow, State Library Consultant

Acknowledgements

We would like to give Special Thanks to:

➤ Members of the Moore County Public Library Community Steering Committee

- Amber McKinney
- Ann Stephens
- Clare Ruggles
- Dr. Patty Buelt
- Faye Dasen
- Harrison Mabry
- Jerry Daeke
- Joan Ciminera
- Ken Byrd
- Martha Ferguson
- Nakia Williams
- Nancy Wienstroth
- Lori Paulus
- Priscilla Williams
- Rachel Brower
- Rose Highland-Sharpe
- Terry Reynolds
- Vince Long
- Yvonne Blake



- Moore County leadership, community, and patrons who participated in our year-long study.
- The Institute of Museum and Library Services (IMLS), the Library Services and Technology Act (LSTA), and the State Library of North Carolina for funding this project.
- Strategic Performance Systems, LLC and Dr. Anthony Chow for leading the needs assessment and strategic planning process.

Moore County Public Library Strategic Plan - Draft 2016 to 2020

Moore County Needs Assessment Executive Summary

Funded by the State Library of North Carolina through a federal Library Services and Technology Act grant, a comprehensive strategic planning process took place over an 11-month process from June 2015 to May 2016 of all five counties that make up the Sandhill Regional Library System (SRLS). A total of 436 Moore County residents participated in the needs assessment study using a broad spectrum of data collection methods: interviews (n=8), focus groups and community forums (n=7, n=26), and survey participants (n=64, n=338).

Interviews were conducted with community leaders from across the County including the County Manager, the Mayor and Town Manager of Aberdeen, the Mayor of Pinebluff, the Town Manager of Carthage, the Mayor of Robbins, and the Interim Associate Superintendent and instructional specialist in charge of all school librarians at Moore County Schools. A total of 402 Moore County residents participated in the library needs assessment survey. A random sample of 1,000 county residents received a 6.4% response rate or a total of 64 responses – 18% of these respondents reported either not using the Library at all or using exclusively Southern Pines or Pinehurst municipal libraries.

Moore County Changes and Priorities

According to County leadership, two of the County's highest priorities are supporting schools (both public and community college) and overall public safety. The overall quality of life of residents is also a major priority. Libraries can help by partnering more closely with schools to support and provide additional opportunities for county residents and to offer services and programs that contribute to the overall quality of life. This includes getting broadband connectivity to all areas of the county, which will support the school's increasing use of technology.



Aberdeen has doubled in population size over the past 15 years and wants its own library branch and already has the blue prints for it (12,000 square foot facility) while maintaining the original branch as a historic site. Pinebluff wants to embrace its existing role as a bedroom community by providing quality

services to families that will add to the overall town’s quality of life. It’s building is getting old and could possibly be expanded so it could deliver more services to more patrons (e.g. increased story times); it could use an additional staff member as well. It’s priorities over the next few years include outreach, tutoring, providing more story times and other children and youth services and programming, and also providing for its increasing senior population as well.

Carthage is also experiencing an influx of military families, many of which have kids. There is a general sense that a number in their town does not have access to technology. It’s priorities over the next few years is to become more fiscally solvent, establish a stronger Community pride, and increase overall community support for the Library (e.g. volunteers, donations, programs, etc.).

Moore County Schools is focused on technology, in particular their 1:1 initiative and providing e-books to all students. They would like to more closely partner with the Library for help with additional resources and support in areas they may not be very strong in (e.g. ESL, special needs like visually impaired) or are recurring like Battle of the Books (BoB). They would also like to see some kind of library card drive to make it easier for their students to get a public library card. The School district’s priorities are e-books, offline use outside of school (e.g. libraries can support their



students when schools are closed), and Wi-Fi hotspots and connectivity in areas that currently do not have it or students cannot afford it.

Below Average in Funding and Staffing Compared to Other Library Regional Systems

For 2014-2015, the Region was **below average** in comparison to the other 11 library regions in significant funding and staffing areas including – **deficits in local income per capita** (\$8.35 to \$12.73 per person), **deficits in state aid per capita** (\$2.36 to \$3.98 per person), **deficits in total income per capita** (\$11.66 to \$19.80 per person), and **deficits in FTE per 25k population** (4.93 staff to 8.27 staff). All five counties reflected similar deficits in funding and staffing at the local level – Anson County had an \$8.05 local allocation per capita and 6.61 staff per 25k, Hoke County had an \$6.21 local allocation per capita and 4.9 staff per 25k, Montgomery had a region leading \$10.41 local allocation per capita (still below the statewide region average of \$12.73) and 6.29 staff per 25k, **Moore had a region low \$5.88 local allocation per capita and region low 2.95 staff per 25k (note: Southern Pines municipal library is one**

reason for this), and Richmond had an 9.60 local allocation per capita and 6.59 staff per 25k. All five counties were significantly below the overall statewide regional average of \$12.73 local per capita and 8.27 staff per 25k ([see State Library 2014-2015 statistical report Tables 4 and 5](#)).

Sandhill Regional Library System in 2014-2015 **had the second lowest FTE (4.93) per 25k out of North Carolina’s 12 regional library systems** (Pettigrew is lower at 4.57) which is almost half the regional average of 8.27. It is the sixth lowest out of all library systems in North Carolina factoring in both county and municipal libraries as well. SRLS is also the sixth lowest among library regions in terms of % ALA MLIS staff and the fourth highest in terms of “other” paid staff. In contrast to Moore County’s library staffing, Southern Pines is 19.96 per 25k population which is almost four times SRLS’ 4.93 FTE rate and eight times the County’s 2.95 FTE.



At the same time, however, the County has grown by 24% in population over the past 14 years. This has led to a dramatic 42% increase in registered library patrons from 2004-2014, which has exacerbated Moore County’s deficits in terms of library staffing – at 2.95 FTE per 25k in population, it is tied for last place with Rutherford County for the lowest FTE in the State and the lowest in the entire SRLS library region behind Anson (6.61), Hoke (4.91), Montgomery (6.29), and Richmond (6.59) counties.

Public Libraries as Anchor Institutions and National Trends

Overall library budgets nationwide are relatively static. There is a clear ongoing shift, however, on how public libraries are being used – less emphasis on print circulation (although still a core service) and increases in emphasizing digital literacy (beyond just providing computers and free Internet), innovative programming for all ages, e-books (and diverse collections), and maker-spaces or other innovation and creation spaces (ALA, 2015).

Nationally, patrons appear to be asking public libraries to focus more on educational programs, print AND digital books, databases, meeting spaces, and instruction on how to use new technologies. The role of public libraries are expanding and shifting but it is still considered vital by most Americans as, “...more than two-thirds of Americans agree that libraries are important because they improve the quality of life in a community, promote literacy and reading, and provide many people with a chance to succeed” (ALA, 2015, pg.10).

The role of libraries in supporting and nurturing a vibrant economy has also become more recognized. It is now considered an ***anchor institution*** - nonprofit organizations that play an integral role in the local economy. According to ALA (2015), “Today, it is recognized that community anchors include libraries, museums, faith-based institutions, community foundations, municipal entities, and other nonprofit

organizations. In addition to the economic benefits, **the mission of anchor institutions includes creating a more democratic, just, and equitable society¹.**

Four Big Regional Trends

Overall usage of the Region’s traditional library services are clearly in decline and are being replaced by other patron demands. The data supports four clear growth trends in patron usage across the Region – **increases in children’s book circulation, e-book circulation, and program and meeting attendance.** In addition, **significant decreases in computer usage** suggest the paradigm has shifted and the need is no longer as great for computer usage and Internet access. These four trends suggest how the Region’s



patrons are using its resources and services and are consistent with statewide trends - an emphasis on increasing resources in the three growing areas and a change in strategy in terms of meeting the continued demand for technology services should be

considered (less but higher quality technology, different types of technology, technology access, technology for check-out, and training/digital literacy).

Moore County Library Trends and Patron Priorities

In Moore County, four of its five libraries have only one librarian and two of the five are only open 20 hours a week (Aberdeen and Pinebluff). Cluster maps of registered users have identified **a major gap in the western part of the county in the Seven Lakes/West End region**, which suggests a potentially underserved area. A review of usage statistics over a 10 year period from 2004-2014 suggests similar trends to the Region and the State with increases in registered users but **decreases in traditional usage** statistics including library visits, print circulation, non-print circulation, use of computers, and total circulation. Patrons, however, have been **increasing their use** of children’s books, attending programs, and use of e-books.

¹American Library Association. The State of America’s Libraries 2015: A Report from the American Library Association. Kathy S. Rosa, ed. 2015. <http://www.ala.org/americas-libraries>

A Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis suggests that the **Moore County Libraries’ greatest strengths** include its relationships with the community, children and youth services and programming, customer service and a good, diverse collection and technology. **Primary weaknesses** include a need for some improvements to the physical facilities, making sure there is a current level of funding based on the growth of the County, ensuring staff are well trained, is a modern and welcoming environment, and that children’s services and programs and technology in general are kept up-to-date; there is no courier service, janitorial service, no circulation manager, no children and youth librarian, no digital librarian, and four libraries are understaffed with only one librarian. Furthermore, there is only **one accredited MLIS degreed professional librarian** for the entire County and lack of building space and aging buildings and interior furnishings are also an issue. Communication with the Region is another issue as there are unclear channels of communication and a lack of perceived openness.

Primary opportunities include making libraries more inviting to teens, an increased focus on adult literacy and programming, and a stronger emphasis on technology in general – training, more modern technology, and better connectivity. Improvements in the volunteer program and also a streamlined registration process are also high priority. In addition, the Region does not have an HR department and there are some concerns. Primary threats include safety as four librarians are by themselves within their respective branches. In addition, it is unclear whether County leadership truly understands how important library services are to the general well-being of the community. Lastly, while children and youth services and programming are clearly the most popular, there is not one librarian whose task it is to plan and deliver these services (e.g. partner with the schools and the community, collection development, programming, etc.).



An ideal Moore County Library would be well lit, spacious, and centrally located. There would be designated areas for different patron groups (e.g. preK, children, young adult, technology users, etc.), lots of different resources in different mediums (e.g. books and e-books, movies both DVD and

streaming, newspapers, etc.). This ideal library would also have an outside park, tutoring and meeting areas, an historic feeling along with food and drink. It would look a lot like a Barnes and Noble.

Libraries do have a strong role in the County in terms of the economy. Libraries should closely complement education and should also be a draw for other people to visit the County. A library is a must for quality of life - if they put a considerable investment into it that says something about the overall commitment to knowledge, information, and free access to all citizens. A strong library also attracts new families who look at having a library as an asset and truly represents the needs of the community with pride and integrity.

The keys to ensuring the future relevance of the Library is to catch the children early by ensure they have and are utilizing library services and reading programs that draw them in at a very early age. Literacy at as early of an age as possible to the broadest number of people is the goal. These skills feed into the overall development of a child and person as schools are not year around but libraries are. If

Moore County wants to be seen as a vibrant community its libraries need to look inviting and vibrant as well.



A total of 405 Moore County residents participated in the Library survey. The random sample of 1,000 county residents received a 6.4% response rate or a total of 64 responses – 18% of these respondents reported either not using the Library at all or using exclusively Southern Pines or Pinehurst municipal libraries. For the

overall sample, **the top three reasons for not using the Library** were: Its locations were not convenient (39%), they used the Internet (33%), and/or they purchased their materials (33%). Forty-seven percent said they would use the Library if it was more convenient and another 40% were unsure. Preferred days and times included later evening hours, close locations, and increased weekend hours.

The three most important programs or services the Library should provide are: books (print, e-books, or audio books), programs for children and youth, and access to technology (computers, Internet, Wi-Fi). The overall daily information priorities of overall survey participants (n=342) included a top five of Email, Local News, Weather, Community Events, and National News. Overall, the top five entertainment priorities were Email, Leisure Reading, Local News, Exercising, and National News. In terms of overall

library priorities over the past 12 months, patrons most valued a top five of Checking-out Printed Books, Library Staff Customer Service, Library Website, Wi-Fi, and Library as a Place to Work or Study.

Patrons were overall most satisfied with the Library’s Customer Service, Books and Resources, as a Quiet Place to Read, Study, or Work, Location, and its Book Mobile. In terms of Library Roles, patrons were most satisfied with the Library as a Place that Provides Materials for Personal Enjoyment, Supporting School Students, Supporting Early Childhood Education, Technology, and Supporting Adult and Lifelong Learning. They are mostly satisfied that the Library provides an Enjoyable Atmosphere, Convenient Locations, Sufficient Technology, and it Has What They Need.

In terms of Future or Extended Services, patrons would like to see in priority order Wireless hotspots in Communities without Wireless Access, Expanded Website Services, Programs for the Military, Technology Programs, Book Clubs, and Programs on Exercise and Healthy Living. **Patrons would most prefer to use the Library** on weekday afternoons (12-5, 51%), Saturday afternoons (12-5, 45%), Weekday Evenings (5-10, 38%), Saturday mornings (8-12, 36%), and Sunday afternoon (12-5, 30%). In terms of Sunday hours, 55% said no and 45% would like to see limited hours. **In terms of travel time and proximity to the library patrons use**, 85% are within 20 minutes of the primary branch they use - 28% are 5-10 minutes away, 22% are within 5 minutes or less, 21% are 10-15 minutes away, and another 14% are within 15-20 minutes. People that use their respective library branches live close by.



The staff of Moore County Libraries would like to see a much closer relationship with the schools, more staff, and a larger collection development budget. They would like to see more reading options and diversity in terms of mediums in which to access these books (print, e-books, audio, large print, etc.). There is a definite desire to see a new main library branch built in Carthage as well as some expanded evening and weekend hours.

Major Findings and Recommendations

Based on a broad study of Moore County leaders and community members, this study finds the following:

1. **The County’s population and demand for library services has grown** significantly over the past 14 years.

2. **The Library's staffing levels need to increase** as it is currently tied for last as the lowest library staffing in the State. It is also the lowest in the Region as well.
3. **The greatest Strengths** are its excellent customer service, relationships with the community, children and youth's services, strong collection, and its technology.
4. **The major Weaknesses** are funding and staffing, aging buildings and interior furnishings, and poor communication with the Region.
5. **The major Opportunities** are to make the Library more welcoming and inviting, improvements in its physical facilities, increased programming in children's and adult literacy and services, stronger emphasis in enhancing technology resources and services, improved staff training, improving its volunteer program and overall community involvement, increased marketing, and expanded hours.
6. **Major Threats** include the safety of the librarians (four branches only have one librarian), increased communication and collaboration with County leadership about how libraries are value-added, and designated librarians for essential services (e.g. children and youth, circulation management, and digital access and services).
7. **The Library needs to support the County's priorities** which include schools at all levels, lifelong learning, quality of life, and being a vibrant community.
8. **There is a current gap in library services** in the western part of the County.
9. **The three main reasons why people do not use the Library** are locations were not convenient, they used the Internet, and they purchased their materials.
10. **Eighty-seven percent of those who did not use the Library might consider using it** with increased convenience of locations and/or services they would want to use.
11. **The three most important library services** to survey participants were books in all formats, programs for children and youth, and access to technology.
12. **The top five information sources** were email, local news, weather, community events, and national news.



13. **The top five entertainment preferences** were email, leisure reading, local news, exercising, and national news.
14. **The most important library services** were checking-out printed books, customer service, website, Wi-Fi, and the library as a place to work or study.
15. **The Community was most satisfied** with the Library as a place with materials for personal enjoyment, supports school children, supports early childhood education, has robust technology, and supports adult and life-long learning across the lifespan.
16. **Most preferred future or extended services** are wireless hotspots in areas without coverage, expanded website services, programs for the military, programs for technology, book clubs, and programs focusing on exercise and healthy living.
17. Eighty-five percent of all patrons are within 20 minutes for the branch that they use.

Based on these major findings, the following recommendations are suggested for consideration:

1. **Increase library staff:** add part-time staff to libraries with only one full-time librarian, add a children and youth librarian, add a digital librarian, and add a collection development/circulation librarian.



2. **Increase children and youth, collection development, and technology budgets** to ensure modern, up-to-date, and evolving children and youth services and resources, book collections in different formats, and access to technology are available to all County residents.

3. **Collaborate with Schools and State and Federal programs to make wireless**

hotspots available in rural areas either through satellite technology branches or physical hotspots available for check-out.

4. **Collaborate with Schools to ensure easily accessible public library membership and quality school library collections** are available to all public school students, especially elementary school students.
5. **Consider a bond referendum to build new libraries in Carthage and Seven Lakes/West End.**

6. Collaborate with the Friends of the Libraries and private community funding to **update physical facilities and internal furnishings in all libraries.**
7. Collaborate with the Friends of the Libraries to **explore offering coffee, juice, and snacks at all libraries.**
8. **Consider adjusting library hours to afternoons, evenings, and weekends; explore Sunday hours.**
9. **Increase marketing of library resources and services** (especially digital services) to County residents
10. **Regularly meet with County leadership** – County Manager, County Commission, and County Superintendent every six months to discuss aligned priorities and educate about library

resources and services as appropriate.

11. **Enhance access to resources and services (both physical and digital) in the areas of email, local news, weather, community events, national news, and exercise and healthy living** (cannot assume all county residents have quality access to these areas).

12. **Expand services and resources to provide wireless**

connectivity to rural areas, a more robust website and web-based services (e.g. catalog search, requesting and renewing items, database access and relevant subscriptions, wireless printing, and access to other digital services such as e-books, audio books, music, videos, etc.), and **programs specifically targeting military, technology, and exercise and healthy living.**

13. **Improve organizational excellence:** regular staff meetings, enhanced training (especially in technology), and clear policies and procedures.



In response to a comprehensive needs assessment and planning process, the following five-year strategic plan has been created:

Vision

Promoting literacy & lifelong learning to the Sandhills.

Mission

Connecting libraries, citizens, and resources through collaboration, technology, and teamwork.

VALUES

1. Trust and Respect
2. Teamwork
3. Professionalism
4. Passion for Excellence
5. Adaptability

COMPETENCIES

1. High Quality Children's Programs
2. Strong Partnerships and Collaboration
3. Effective Programming and Resources for all Ages
4. World Class Customer Service
5. Technology
6. Well-Designed Facilities

High Priority Goals

Goal 1: Welcoming and Modern Facilities

Goal 2: State-of-the-Art Technology

Goal 3: Organizational Excellence

Goal 4: High Quality Collection/Programs

Goal 5: Funding and Staffing Meets or Exceeds SRLS and State Regional Library Averages

Goal 1: Welcoming and Modern Facilities

- 1.1 Library as “Economic Anchor” for community: welcoming and modern
- 1.2 Explore funding for renovated/new facilities
- 1.3 Explore offering coffee, juice, and snacks at all libraries by spring 2017
- 1.4 Create news and reading areas at all libraries by fall 2016



Goal 2: State-of-the-Art Technology

- 2.1 Improve website by 2018
- 2.2 Online payments/donations by 2017
- 2.3 Robust public use technology and programming



Goal 3: Organizational Excellence

- 3.1 High quality staff training/development
- 3.2 Start branding and marketing campaign by 2016
- 3.3 Satellite branches that serve as technology centers and wireless hotspots by spring 2018



Goal 4: High Quality Collection/Programs

- 4.1 Partner with local schools by 2017
- 4.2 Increase programming for all ages
- 4.3 Long term collection development plan by 2017



Goal 5: Funding and staffing meets or exceeds SRLS or state regional library averages by 2020

- 5.1 Town of Carthage starts paying \$4,500 annual fee by 2017
- 5.2 Increase full time personnel of 2.95 staff per 25k population to meet or exceed SRLS average of 4.93 by 2017.
- 5.3 Increase full time personnel of 4.93 per 25k by three full-time positions and one part-time position to meet or exceed state's regional average of 8.27 by 2020.
- 5.4 Citizens meet with county manager and speak about library needs at the county commissioner meetings – public comment period – in 2016.
- 5.5 Increase local funding per capita of \$5.88 each year until it meets or exceeds SRLS 2015 average of \$8.35 by 2020.
- 5.6 Region allocates funding to hire grant writer by 2018



High Priority Goals, Objectives, and Activities

Goal 1: Welcoming and Modern Facilities

1.1 Library as “Economic Anchor” for community: welcoming and modern

- 1.1.1 Increase curb appeal by fall 2016
- 1.1.2 Grant writer or friends’ groups approach corporate sponsors for help improve facilities by 2017.
 - 1.1.2.1 Form committee to come up with a list of potential business/sponsors by 2016
- 1.1.3 Stop patrons from defecting to SP library by 2017
 - 1.1.3.1 Develop plan by fall 2016

1.2 Explore funding for renovated/new facilities

- 1.2.1 Modernize Carthage Library by 2018 – 2019
- 1.2.2 Continue supporting the Friends of the Aberdeen Library in their efforts to fund, build, and sustain a new branch library for the Aberdeen area.
- 1.2.3 Establish brick and mortar location at West End - 10,000 to 25,000 square foot facility by 2020
 - 1.2.3.1 Develop advocates among county commissioners by 2016
 - 1.2.3.1.1 Meet with social or community organizations in Seven Lakes/West End in 2016
 - 1.2.3.1.2 Encourage/support/guide Seven Lakes/West End grassroots group for new branch by 2017.
 - 1.2.3.1.3 Taylortown area, part time work week by 2018 using existing facility
 - 1.2.3.1.4 Seven Lakes/West End Branch development open by fall 2019.
 - 1.2.3.1.4.1 Seek corporate partnership/sponsorship (ongoing)
 - 1.2.3.1.4.2 Raise awareness and funds in community (ongoing)

1.3 Explore offering coffee, juice, and snacks at all libraries by spring 2017

- 1.3.1 Partner with Friends to help fund by fall 2016
- 1.3.2 Increase janitorial services at each branch by spring 2017

1.4 Create news and reading areas at all libraries by fall 2016

- 1.4.1 Purchase new reading chairs by fall 2016
- 1.4.2 Provide mounted TV for news and weather by fall 2016
- 1.4.3 Provide print newspapers and magazines by fall 2016
- 1.4.4 Tether iPads to tables for online reading by spring 2017

Goal 2: State-of-the-Art Technology

2.1 Improve website by 2018

- 2.1.1 Assign librarian to oversee website by 2017
- 2.1.2 Work with Region to enhance web-based services
- 2.1.3 Work with County for web development support

2.2 Ongoing discussions with County regarding:

- 2.2.1 Online payments/donations by 2017
- 2.2.2 A coordinated approach to all media by 2017

2.3 Updated printers and scanners by 2017

- 2.3.1 Updated printers and scanners at all branches by 2017
- 2.3.2 Wireless printing by fall 2017

2.4 Robust public use technology and programming

- 2.4.1 Improving public use technology by upgrading and/or replacing existing technology by 2016
 - 2.4.1.1 No computer older than three years and out-of-warranty by spring 2017
- 2.4.2 Increased network speed and updated computers/accessories by Dec. 2016
 - 2.4.2.1 Fiber-optic connection by spring 2017
 - 2.4.2.2 All computers able to stream video/audio without slowing down the network by fall 2016
 - 2.4.2.3 All computers will have a webcam and headsets with a microphone by fall 2016
- 2.4.3 Provide staff training by fall 2016.
- 2.4.4 Explore viability of device check out by 2018
 - 2.4.4.1 Adding new formats i.e. Tablets, iPads, laptops, etc.
 - 2.4.4.2 Hotspots, devices, and digital literacy training.
- 2.4.5 Offer new technology/digital literacy course to public each quarter by spring 2017
- 2.4.6 New digital librarian begins technology training and digital device training series by 2018
- 2.4.7 Advocate for funding to purchase more technology gadgets for patrons in the next three years
 - 2.4.7.1 iPads by 2016
 - 2.4.7.2 3-D printer by 2017
 - 2.4.7.3 Maker Space by 2017

Goal 3: Organizational Excellence

3.1 High quality staff training/development

- 3.1.1 Hold regular staff meetings by fall 2016
 - 3.1.1.1 Establish plan by summer 2016
- 3.1.2 Revise policies and procedures by fall 2016
 - 3.1.2.1 Identify list of regional policies and procedures that need to be refined by summer 2016
 - 3.1.2.2 Identify list of county policies and procedures that need to be refined by summer 2016
- 3.1.3 Offer incentives to staff to continue their education and training to better serve patrons by fall 2017
 - 3.1.3.1 Develop plan by fall 2016
- 3.1.4 County needs to add Professional Librarian job description to their Position Classification and Pay Plan in 2016.
 - 3.1.4.1 Director discuss with HR department summer 2016
- 3.1.5 More staff training so staff can plan and produce high quality programs and have better understanding of technology.
 - 3.1.5.1 Develop plan with Region by fall 2016
- 3.1.6 Focus on security concerns with HR and County Manager
 - 3.1.6.1 Create list of concerns and potential solutions by fall 2016
- 3.1.7 Utilize volunteers
 - 3.1.7.1 Develop volunteer program process with Region by fall 2016

3.2 Develop a Moore County Library mobile app

- 3.2.1 Work with County and Region by fall 2016
- 3.2.2 Working mobile app by fall 2017

3.3 Start branding and marketing campaign by 2016

- 3.3.1 Tech, newspaper, website, app
- 3.3.2 Robust marketing, partnership and outreach
- 3.3.3 Increase advertising for programming
- 3.3.4 Develop Marketing Plan
- 3.3.5 Have active social media presence
 - 3.3.5.1 Organize team of library staff to keep social media active
 - 3.3.5.2 Facebook by fall 2016
 - 3.3.5.3 Twitter by fall 2016
 - 3.3.5.4 YouTube by fall 2016
 - 3.3.5.5 Instagram by spring 2017

3.4 Adjust library hours at all libraries by fall 2016

- 3.4.1 Shift existing hours to 10 a.m. – 7 p.m., M – F for Carthage, Robbins, and Vass by fall 2016
- 3.4.2 Shift existing hours to 3-7 p.m., M-F for Aberdeen and Pinebluff by fall 2016
- 3.4.3 Shift existing Saturday hours to 12-4 for Carthage, Robbins, and Vass by fall 2016
- 3.4.4 Test Saturday hours at Aberdeen and Pinebluff from 12-4 by spring 2017
- 3.4.5 Test Sunday hours from 2pm – 6pm at Carthage by fall 2016

3.5 Satellite branches that serve as technology centers and wireless hotspots by spring 2018

- 3.5.1 Partner with County and school system to establish plan by fall 2016
 - 3.5.1.1 Identify locations in areas of the County without coverage and/or are high need by spring 2017
 - 3.5.1.2 Determine preliminary budget for one or two pilot locations by spring 2017

3.5.2 Identify staffing model by fall 2016

3.5.3 Identify technology infrastructure needed by fall 2016

Goal 4: High Quality Collection/Programs

4.1 Partner with local schools by 2017

4.1.1 Identify library staff to serve as k-12 liaison by summer 2016

4.1.2 Establish registration drive and set k-12 registration goals by summer 2016

4.1.3 Establish formal/collaboration partnership with Moore County schools to augment curriculum priorities.

4.1.4 Develop plan to maintain quality book collections at school libraries to promote student literacy.

4.1.5 Develop a plan to place free library houses in high need areas emphasizing children and youth books

4.1.5.1 Seek community sponsors (e.g. Civitans, Lions Club, etc.)

4.2 Increase programming for all ages

4.2.1 Adult programming opportunities – Gardening, Knitting, Makerspace, exercise, cooking, bee-keeping, art

4.2.2 Develop partnerships with businesses and community organizations for specific programs.

4.2.3 Increase programs for teens and children by 2018.

4.3 Long term collection development plan by 2017

4.3.1 Execute collection development plan by 2018

4.3.2 Continue growing high quality collection and programs for all ages each year.

Goal 5: Funding and staffing meets or exceeds SRLS or state regional library averages by 2020

5.1 Town of Carthage starts paying \$4500 annual fee by 2017

5.1.1 County Manager and Library Director approaches town manager by 2016

5.2 Increase full time personnel of 2.95 staff per 25k population to meet or exceed SRLS average of 4.93 by 2017

5.2.1 FTE per 25k personnel deficit is 1.98 FTE

5.2.1.1 Add four part-time staff to assist smaller libraries by 2016

5.2.1.2 Establish fulltime professional (with MLIS degree) children and youth services librarian by 2017

5.2.1.3 Establish one part-time tech position by 2016-2017

5.2.1.4 Establish digital services librarian by 2017 – 2018

5.3 Increase full time personnel of 4.93 per 25k by three full-time positions and one part-time position to meet or exceed state's regional average of 8.27 by 2020.

5.3.1 Assistant to director by 2018 for grant writing.

5.3.2 Establish adult services professional librarian by 2019

5.3.3 Establish outreach professional librarian by 2020

5.4 Citizens meet with county manager and speak about library needs at the county commissioner meetings – public comment period – in 2016.

5.5 Increase local funding per capita of \$5.88 each year until it meets or exceeds SRLS 2015 average of \$8.35 by 2020.

- 5.5.1 Local funding per capita deficit is \$2.47 so increase should be \$.49 per year for five years until 2020 (total increase of \$233,049.44)
 - 5.5.1.1 Increase local per capita funding by \$.49 by 2016, which is a total increase of \$46,609.89 (\$.43 x 94,352 residents based on [July 2015 census](#))
 - 5.5.1.2 Increase local per capita funding by \$.49 by 2017, which is a total increase of \$46,609.89 (\$.43 x 94,352 residents based on [July 2015 census](#))
 - 5.5.1.3 Increase local per capita funding by \$.49 by 2018, which is a total increase of \$46,609.89 (\$.43 x 94,352 residents based on [July 2015 census](#))
 - 5.5.1.4 Increase local per capita funding by \$.49 by 2019, which is a total increase of \$46,609.89 (\$.43 x 94,352 residents based on [July 2015 census](#))
 - 5.5.1.5 Increase local per capita funding by \$.49 by 2020, which is a total increase of \$46,609.89 (\$.43 x 94,352 residents based on [July 2015 census](#))
- 5.5.2 Apply for leadership, tech and other grant opportunities by 2016-2017
- 5.5.3 Increase collection and tech budgets by 2017 – 2018
- 5.5.4 Prioritize grant writing - Ongoing
- 5.5.5 Continue to seek community support - Ongoing
- 5.5.6 Establish corporate partnerships/sponsorships by end of 2016.
 - 5.5.6.1 Wall of honor for donors every year.
- 5.5.7 Increase support from Moore County and individual municipalities.
- 5.5.8 Increase community support through county and city organizations.

5.6 Region allocates funding to hire grant writer by 2018

- 5.6.1 Work with Region to seek grant writing support by 2017

**Agenda Item: Davenport Refunding
Meeting Date: 9/20/2016**

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest
DATE: 09/20/2016
SUBJECT: Advanced Bond Refunding Opportunity
PRESENTER: J. Wayne Vest

AGENDA PLACEMENT:

REQUEST:

Request the Board hear a presentation from Moore County's financial advisor, Davenport & Company related to a bond refunding opportunity for the 2010 Limited Obligation Bonds (LOBs) and the USDA East Moore Water District loans 2003, 2008A, and 2008B.

BACKGROUND:

The 2010 LOBs are general fund debt serviced and the USDA loans are serviced through the East Moore Water District. The potential savings by the early refunding of the LOBs and restructuring of the EMWD loans is currently estimated at \$3,548,455 through 6/30/2048. This amount is subject to increase or decrease ahead of the actual refunding depending on actual interest rates. The attached analysis provides greater detail on the annual and total potential savings.

IMPLEMENTATION PLAN:

Upon approval of the Board, County staff and Davenport will proceed through the procedure for the refunding. Currently the estimated time of the bond sale would be mid-November.

FINANCIAL IMPACT STATEMENT:

The attached analysis provides details for potential savings using bank loan for the LOBs only, public sale for the LOBs only, and public sale for LOBs and USDA.

RECOMMENDATION SUMMARY:

Recommend the Board consider moving forward with the advanced refunding of the 2010 LOBS and the 2003, 2008A, 2008B USDA East Moore Water District Loans. The next action will be to call a public hearing.

SUPPORTING ATTACHMENTS:

September 20, 2016 Davenport & Company Analysis

Limited Obligation Bonds & USDA Refunding Summary

Moore County, North Carolina



September 20, 2016



Refinancing of 2010 LOBs

Direct Bank Loan – Preliminary and Subject to Change

Summary of Refunding Results

Bonds Refunded

Par Refunded	\$ 18,130,000
Coupon	3.625% - 5.000%
Call Date	6/1/2020
Call Price	100.00%
Maturities Refunded	6/1/21 - 6/1/31

Refunding Bonds

Bond Par Amount	\$ 20,554,000
Final Maturity	6/1/2031
True Interest Cost	2.300%
All-In TIC	2.397%

Savings

Gross Savings	\$ 1,050,815
Net PV Savings	\$ 902,739
Net PV Savings %	4.979%
Average Annual Savings	\$ 70,054

Negative Arbitrage

Arbitrage Yield	2.300%
Escrow Yield	0.960%
Negative Arbitrage	\$ 861,790

Annual Savings

Year	Net Prior Bond Debt Service	Net Refunding Debt Service	Annual Savings
6/30/2017	416,931	377,987	38,945
6/30/2018	833,863	762,062	71,801
6/30/2019	833,863	761,323	72,540
6/30/2020	833,863	761,446	72,417
6/30/2021	2,658,863	2,586,408	72,455
6/30/2022	2,587,613	2,515,234	72,379
6/30/2023	2,515,363	2,443,566	71,797
6/30/2024	2,442,113	2,369,427	72,686
6/30/2025	2,377,863	2,305,886	71,977
6/30/2026	2,321,263	2,248,713	72,550
6/30/2027	2,271,119	2,198,770	72,349
6/30/2028	1,430,250	1,357,896	72,354
6/30/2029	1,396,000	1,324,284	71,716
6/30/2030	1,365,500	1,292,787	72,713
6/30/2031	1,333,500	1,261,359	72,141

Total	\$ 25,617,963	\$ 24,567,148	\$ 1,050,815
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Notes;

- Savings net of Fixed Cost of Issuance of \$150,000.
- Interest rates are preliminary and subject to change.
- Assumes a closing date of 12/15/2016.



Refinancing of 2010 LOBs

Sensitivity Analysis – Direct Bank Loan

	A	B	C	D	E	F	G	H
		Current Market 12/15/2016 Closing	Current Market +10bps 12/15/2016 Closing	Current Market -10bps 12/15/2016 Closing	Current Market 6/1/2017 Closing	Current Market 6/1/2018 Closing	Current Market 6/1/2019 Closing	Current Market 6/1/2020 Closing
1 Gross Savings		\$ 1,050,815	\$ 866,682	\$ 1,233,902	\$ 1,169,997	\$ 1,454,199	\$ 1,785,293	\$ 2,185,339
2 Net Present Value Savings		\$ 902,739	\$ 742,164	\$ 1,064,873	\$ 1,007,068	\$ 1,259,428	\$ 1,557,586	\$ 1,922,291
3 % Net Present Value Savings		4.98%	4.09%	5.87%	5.55%	6.95%	8.59%	10.60%
4 Negative Arbitrage		\$ 861,790	\$ 924,338	\$ 799,002	\$ 777,818	\$ 570,216	\$ 317,852	\$ -
5 Breakeven Interest Rate		n/a	n/a	n/a	+7bps	+27bps	+58bps	+110bps

Preliminary and subject to change

Note: Municipal market interest rates are assumed to increase or decrease from the current market as shown. For purposes of this analysis, escrow yields are based upon current market SLGS.



Refinancing of 2010 LOBs

Public Sale – Estimated Savings Subject to Market Movement

Summary of Refunding Results

Bonds Refunded

Par Refunded	\$ 18,130,000
Coupon	3.625% - 5.000%
Call Date	6/1/2020
Call Price	100.00%
Maturities Refunded	6/1/21 - 6/1/31

Refunding Bonds

Bond Par Amount	\$ 17,075,000
Final Maturity	6/1/2031
True Interest Cost	2.203%
All-In TIC	2.350%

Savings

Gross Savings	\$ 1,197,752
Net PV Savings	\$ 1,003,643
Net PV Savings %	5.536%
Average Annual Savings	\$ 79,850

Negative Arbitrage

Arbitrage Yield	1.997%
Escrow Yield	0.960%
Negative Arbitrage	\$ 671,071

Annual Savings

Year	Net Prior Bond Debt Service	Net Refunding Debt Service	Annual Savings
6/30/2017	416,931	382,861	34,071
6/30/2018	833,863	830,300	3,563
6/30/2019	833,863	830,300	3,563
6/30/2020	833,863	830,300	3,563
6/30/2021	2,658,863	2,555,300	103,563
6/30/2022	2,587,613	2,484,050	103,563
6/30/2023	2,515,363	2,412,050	103,313
6/30/2024	2,442,113	2,339,300	102,813
6/30/2025	2,377,863	2,270,800	107,063
6/30/2026	2,321,263	2,216,300	104,963
6/30/2027	2,271,119	2,165,050	106,069
6/30/2028	1,430,250	1,326,800	103,450
6/30/2029	1,396,000	1,290,800	105,200
6/30/2030	1,365,500	1,258,800	106,700
6/30/2031	1,333,500	1,227,200	106,300

Total	\$ 25,617,963	\$ 24,420,211	\$ 1,197,752
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The County would need to receive approximately a 2.06% interest rate from a bank in order to achieve the same gross savings as the current market public sale.

Notes;

-Savings net of Fixed Cost of Issuance of \$225,000 and Underwriter's Discount of \$110,020.

-Interest rates as of 9/13/16 are preliminary and subject to change.

-Assumes a closing date of 12/15/2016.



Refunding of 2010 LOBs, 2003, 2008A, & 2008B USDA

Current Market Rates – Public Sale

Summary of Refunding Results

1 Bonds Refunded	2010 - LOBs	2003 USDA	2008A USDA	2008B USDA	Total
2 Par Refunded	\$ 18,130,000	\$ 1,498,500	\$ 4,631,000	\$ 2,466,000	\$ 26,725,500
3 Coupon	3.625% - 5.000%	4.500%	4.500%	4.125%	N/A
4 Call Date	6/1/2020	Current	Current	Current	N/A
5 Call Price	100.00%	100.00%	100.00%	100.00%	N/A
6 Maturities Refunded	6/1/21 - 6/1/31	6/1/17 - 6/1/42	6/1/17 - 6/1/48	6/1/17 - 6/1/48	N/A
7					
8 Refunding Bonds					
9 Bond Par Amount	\$ 17,045,000	\$ 1,370,000	\$ 4,280,000	\$ 2,270,000	\$ 24,965,000
10 Final Maturity	6/1/2031	6/1/2042	6/1/2046	6/1/2046	6/1/2046
11 True Interest Cost	2.203%	3.015%	3.178%	3.183%	2.607%
12 All-In TIC	2.325%	3.106%	3.259%	3.264%	2.712%
13					
14 Savings					
15 Gross Savings	\$ 1,239,694	\$ 348,673	\$ 1,402,027	\$ 558,062	\$ 3,548,455
16 Net PV Savings	\$ 1,023,330	\$ 260,256	\$ 909,838	\$ 341,132	\$ 2,534,554
17 Net PV Savings %	5.644%	17.368%	19.647%	13.833%	9.484%
18 Average Annual Savings	\$ 82,646	\$ 13,410	\$ 43,813	\$ 17,439	\$ 110,889
19					
20 Negative Arbitrage					
21 Arbitrage Yield	2.196%	2.196%	2.196%	2.196%	2.196%
22 Escrow Yield	0.960%	0.000%	0.000%	0.000%	0.960%
23 Negative Arbitrage	\$ 796,464	\$ -	\$ -	\$ -	\$ 796,464

Notes:

- Savings net of Fixed Cost of Issuance of \$275,000 and Underwriter's Discount of \$160,858.
- Interest rates as of 9/13/2016 are preliminary and subject to change.
- Assumes a closing date of 12/15/2016.



Refunding of 2010 LOBs, 2003, 2008A, & 2008B USDA

Current Market Rates – Public Sale

Year	Annual Savings				Total
	2010 - LOBs	2003 USDA	2008A USDA	2008B USDA	
6/30/2017	34,762	8,488	16,917	12,401	72,568
6/30/2018	5,063	13,920	30,145	7,864	56,991
6/30/2019	5,063	14,790	33,110	9,414	62,376
6/30/2020	5,063	11,393	30,645	11,281	58,381
6/30/2021	110,063	12,955	30,045	8,466	161,529
6/30/2022	109,813	14,950	33,515	10,819	169,096
6/30/2023	109,313	11,355	32,850	8,089	161,606
6/30/2024	108,563	13,443	32,255	10,526	164,786
6/30/2025	107,563	15,440	32,730	7,881	163,614
6/30/2026	105,463	12,348	32,230	10,404	160,444
6/30/2027	106,569	14,915	32,800	7,844	162,128
6/30/2028	108,950	11,870	33,395	11,451	165,666
6/30/2029	110,450	14,485	34,015	8,935	167,885
6/30/2030	106,700	12,488	29,660	12,586	161,434
6/30/2031	106,300	14,555	30,280	10,464	161,599
6/30/2032	-	11,510	30,830	12,418	54,758
6/30/2033	-	14,053	31,310	10,289	55,651
6/30/2034	-	11,460	31,720	8,236	51,416
6/30/2035	-	14,433	33,060	12,260	59,753
6/30/2036	-	11,748	34,285	10,119	56,151
6/30/2037	-	14,628	30,395	8,054	53,076
6/30/2038	-	12,350	32,590	12,065	57,005
6/30/2039	-	16,640	29,625	10,911	57,176
6/30/2040	-	15,730	31,700	9,793	57,223
6/30/2041	-	14,820	34,615	8,709	58,144
6/30/2042	-	13,910	32,325	12,660	58,895
6/30/2043	-	-	31,030	11,446	42,476
6/30/2044	-	-	29,710	11,268	40,978
6/30/2045	-	-	33,390	11,083	44,473
6/30/2046	-	-	31,870	8,891	40,761
6/30/2047	-	-	235,350	133,776	369,126
6/30/2048	-	-	223,630	117,661	341,291
Total	\$ 1,239,694	\$ 348,673	\$ 1,402,027	\$ 558,062	\$ 3,548,455

Notes:

- Savings net of Fixed Cost of Issuance of \$275,000 and Underwriter's Discount of \$160,858.
- Interest rates as of 9/13/2016 are preliminary and subject to change.
- Assumes a closing date of 12/15/2016.

Summary of Historical Refunding Analyses

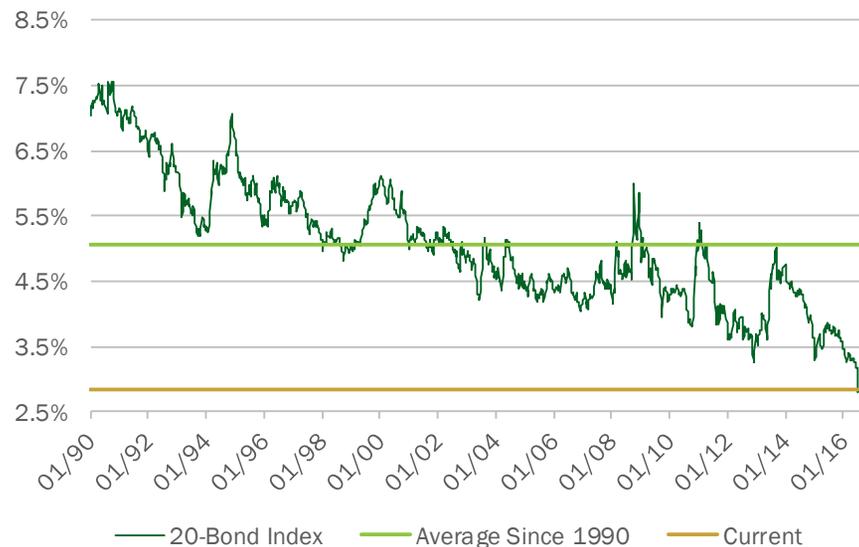


A	B	C	D	E	F	G	H	I	J	K	L	
	Savings					Refunded Bonds			Refunding Bonds			
	Gross Savings	Average Annual Savings	NPV Savings	NPV Savings %	Negative Arbitrage	Par Refunded	Maturities Refunded	Original Interest Rates	Refunding Par Amount	Refunding Final Maturity	Refunding TIC Rate	
1	September 8th											
2	2010 LOBs - Bank Deal	\$1,028,048	\$68,537	\$883,242	4.87%	\$881,287	\$18,130,000	6/1/21 - 6/1/31	3.625% - 5.000%	\$20,573,000	6/1/2031	2.30%
3	2010 LOBs - Public Sale	\$1,437,368	\$95,825	\$1,221,039	6.74%	\$595,430	\$18,130,000	6/1/21 - 6/1/31	3.625% - 5.000%	\$16,910,000	6/1/2031	2.06%
4	2010 LOBs / USDAs	\$3,942,862	\$123,214	\$2,910,248	10.89%	\$721,029	\$26,725,500	n/a	n/a	\$24,715,000	6/1/2046	2.49%
5	2010 LOBs	\$1,482,413	\$98,828	\$1,238,374	6.83%	\$721,029	\$18,130,000	3.625% - 5.000%	6/1/21 - 6/1/31	\$16,880,000	6/1/2031	2.06%
6	2003 USDA	\$374,149	\$14,390	\$285,216	19.03%	\$0	\$1,498,500	4.50%	6/1/17 - 6/1/42	\$1,355,000	6/1/2042	2.91%
7	2008A USDA	\$1,487,299	\$46,478	\$999,939	21.59%	\$0	\$4,631,000	4.50%	6/1/17 - 6/1/48	\$4,230,000	6/1/2046	3.08%
8	2008B USDA	\$599,000	\$18,719	\$386,719	15.68%	\$0	\$2,466,000	4.13%	6/1/17 - 6/1/48	\$2,250,000	6/1/2046	3.09%
9												
10	September 20th											
11	2010 LOBs - Bank Deal	\$1,050,815	\$70,054	\$902,739	4.98%	\$861,790	\$18,130,000	6/1/21 - 6/1/31	3.625% - 5.000%	\$20,554,000	6/1/2031	2.30%
12	2010 LOBs - Public Sale	\$1,197,752	\$79,850	\$1,003,643	5.54%	\$671,071	\$18,130,000	6/1/21 - 6/1/31	3.625% - 5.000%	\$17,075,000	6/1/2031	2.20%
13	2010 LOBs / USDAs	\$3,548,455	\$110,889	\$2,534,554	9.48%	\$796,464	\$26,725,500	n/a	n/a	\$24,965,000	6/1/2046	2.61%
14	2010 LOBs	\$1,239,694	\$82,646	\$1,023,330	5.64%	\$796,464	\$18,130,000	3.625% - 5.000%	6/1/21 - 6/1/31	\$17,045,000	6/1/2031	2.20%
15	2003 USDA	\$348,673	\$13,410	\$260,256	17.37%	\$0	\$1,498,500	4.50%	6/1/17 - 6/1/42	\$1,370,000	6/1/2042	3.02%
16	2008A USDA	\$1,402,027	\$43,813	\$909,838	19.65%	\$0	\$4,631,000	4.50%	6/1/17 - 6/1/48	\$4,280,000	6/1/2046	3.18%
17	2008B USDA	\$558,062	\$17,439	\$341,132	13.83%	\$0	\$2,466,000	4.13%	6/1/17 - 6/1/48	\$2,270,000	6/1/2046	3.18%



Interest Rate Overview

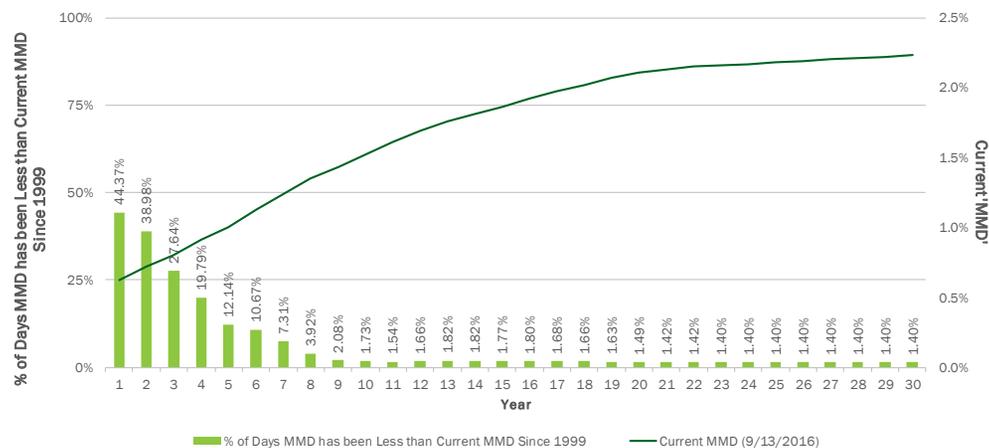
20 Bond Index



- High: 7.56%
- Low: 2.80%
- Average: 5.06%
- Current: 2.84%

Note: The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Corp.'s AA.

Historical MMD Trends Since 1999



- The Municipal Market Data Daily Rate Publication (MMD) is the benchmark for 'AAA' municipal yields with rates published for years 1-30.
- The current MMD, shown in the green line on the chart above, is at or near the historical lows since 1999.
- The green bars in the chart above demonstrate the percentage of days since 1999 that the MMD has been below current levels.



Appendix A

Savings by Maturity

Savings by Maturity

Refunding of 2010 LOBs – Direct Bank Loan



Maturity	Par Amount	Refunded	NPV Savings	NPV % Savings
6/1/2021	\$	1,825,000	\$ (57,814)	-3.168%
6/1/2022	\$	1,845,000	\$ (14,228)	-0.771%
6/1/2023	\$	1,865,000	\$ 29,306	1.571%
6/1/2024	\$	1,885,000	\$ 72,778	3.861%
6/1/2025	\$	1,915,000	\$ 35,536	1.856%
6/1/2026	\$	1,935,000	\$ 25,888	1.338%
6/1/2027	\$	1,955,000	\$ 46,665	2.387%
6/1/2028	\$	1,185,000	\$ 148,279	12.513%
6/1/2029	\$	1,210,000	\$ 176,118	14.555%
6/1/2030	\$	1,240,000	\$ 205,234	16.551%
6/1/2031	\$	1,270,000	\$ 234,976	18.502%
Total	\$	18,130,000	\$ 902,739	4.979%

Savings by Maturity

Refunding of 2010 LOBs – Public Sale



Maturity	Par Amount	Refunded	NPV Savings	NPV % Savings
6/1/2021	\$	1,825,000	\$ (718)	-0.039%
6/1/2022	\$	1,845,000	\$ 47,045	2.550%
6/1/2023	\$	1,865,000	\$ 91,690	4.916%
6/1/2024	\$	1,885,000	\$ 130,985	6.949%
6/1/2025	\$	1,915,000	\$ 82,756	4.321%
6/1/2026	\$	1,935,000	\$ 61,598	3.183%
6/1/2027	\$	1,955,000	\$ 64,326	3.290%
6/1/2028	\$	1,185,000	\$ 130,971	11.052%
6/1/2029	\$	1,210,000	\$ 127,673	10.551%
6/1/2030	\$	1,240,000	\$ 129,606	10.452%
6/1/2031	\$	1,270,000	\$ 137,711	10.843%
Total	\$	18,130,000	\$ 1,003,643	5.536%



Savings by Maturity

Refunding of 2010 LOBs, 2003, 2008A, & 2008B USDA – Public Sale

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Maturity	2010 LOBS			2003 USDA			2008A USDA			2008B USDA			Total		
	Par Amount Refunded	NPV Savings	NPV % Savings	Par Amount Refunded	NPV Savings	NPV % Savings	Par Amount Refunded	NPV Savings	NPV % Savings	Par Amount Refunded	NPV Savings	NPV % Savings	Par Amount Refunded	NPV Savings	NPV % Savings
6/1/2017	\$ -	\$ -	0.000%	\$ 32,500	\$ 62	0.190%	\$ 70,000	\$ (263)	-0.376%	\$ 39,000	\$ (74)	-0.190%	\$ 141,500	\$ (275)	-0.195%
6/1/2018	-	-	0.000%	34,000	434	1.276%	73,000	3,488	4.779%	40,000	1,153	2.883%	147,000	5,076	3.453%
6/1/2019	-	-	0.000%	35,500	1,537	4.330%	77,000	5,975	7.760%	42,000	1,335	3.178%	154,500	8,848	5.727%
6/1/2020	-	-	0.000%	37,500	3,557	9.484%	80,000	8,523	10.654%	44,000	3,505	7.966%	161,500	15,585	9.650%
6/1/2021	1,825,000	4,788	0.262%	39,000	4,614	11.830%	84,000	11,927	14.199%	46,000	4,746	10.318%	1,994,000	26,075	1.308%
6/1/2022	1,845,000	51,723	2.803%	41,000	4,616	11.259%	87,000	13,949	16.033%	48,000	5,706	11.888%	2,021,000	75,994	3.760%
6/1/2023	1,865,000	93,838	5.032%	42,500	6,839	16.091%	91,000	16,166	17.764%	50,000	8,119	16.238%	2,048,500	124,961	6.100%
6/1/2024	1,885,000	133,442	7.079%	44,500	7,653	17.198%	95,000	18,479	19.451%	52,000	8,928	17.170%	2,076,500	168,502	8.115%
6/1/2025	1,915,000	86,021	4.492%	46,500	8,593	18.479%	100,000	20,456	20.456%	54,000	10,224	18.934%	2,115,500	125,294	5.923%
6/1/2026	1,935,000	63,514	3.282%	48,500	10,719	22.101%	104,000	22,353	21.493%	56,000	10,955	19.562%	2,143,500	107,541	5.017%
6/1/2027	1,955,000	65,729	3.362%	51,000	10,615	20.814%	109,000	24,271	22.267%	58,000	12,137	20.926%	2,173,000	112,753	5.189%
6/1/2028	1,185,000	130,686	11.028%	53,000	11,465	21.632%	114,000	23,951	21.010%	61,000	11,140	18.262%	1,413,000	177,242	12.544%
6/1/2029	1,210,000	126,959	10.492%	55,500	11,595	20.891%	119,000	23,790	19.992%	63,000	11,050	17.540%	1,447,500	173,393	11.979%
6/1/2030	1,240,000	129,398	10.435%	58,500	11,941	20.412%	124,000	24,853	20.042%	66,000	10,134	15.354%	1,488,500	176,325	11.846%
6/1/2031	1,270,000	137,233	10.806%	61,000	12,602	20.659%	130,000	25,776	19.827%	69,000	10,068	14.591%	1,530,000	185,679	12.136%
6/1/2032	-	-	0.000%	63,500	12,710	20.016%	136,000	26,579	19.543%	71,000	10,171	14.326%	270,500	49,460	18.285%
6/1/2033	-	-	0.000%	66,500	12,852	19.327%	142,000	26,510	18.669%	74,000	9,984	13.492%	282,500	49,346	17.468%
6/1/2034	-	-	0.000%	69,500	13,071	18.807%	148,000	27,719	18.729%	77,000	9,704	12.603%	294,500	50,494	17.146%
6/1/2035	-	-	0.000%	73,000	13,522	18.523%	155,000	29,070	18.755%	81,000	10,522	12.990%	309,000	53,114	17.189%
6/1/2036	-	-	0.000%	76,000	13,306	17.508%	162,000	29,836	18.417%	84,000	10,243	12.193%	322,000	53,384	16.579%
6/1/2037	-	-	0.000%	79,500	14,388	18.098%	169,000	30,112	17.818%	87,000	9,454	10.867%	335,500	53,954	16.082%
6/1/2038	-	-	0.000%	78,000	14,163	18.158%	177,000	32,534	18.381%	91,000	10,733	11.795%	346,000	57,430	16.598%
6/1/2039	-	-	0.000%	78,000	14,481	18.565%	185,000	33,936	18.344%	95,000	10,983	11.562%	358,000	59,400	16.592%
6/1/2040	-	-	0.000%	78,000	14,845	19.032%	193,000	36,506	18.915%	99,000	11,216	11.329%	370,000	62,567	16.910%
6/1/2041	-	-	0.000%	78,000	15,202	19.490%	202,000	38,358	18.989%	103,000	11,430	11.097%	383,000	64,990	16.969%
6/1/2042	-	-	0.000%	78,000	14,876	19.071%	211,000	38,470	18.232%	107,000	10,484	9.799%	396,000	63,830	16.119%
6/1/2043	-	-	0.000%	-	-	0.000%	216,000	39,919	18.481%	111,000	11,998	10.809%	327,000	51,917	15.877%
6/1/2044	-	-	0.000%	-	-	0.000%	216,000	40,546	18.771%	116,000	12,541	10.811%	332,000	53,087	15.990%
6/1/2045	-	-	0.000%	-	-	0.000%	216,000	41,159	19.055%	121,000	13,089	10.817%	337,000	54,248	16.097%
6/1/2046	-	-	0.000%	-	-	0.000%	216,000	41,807	19.355%	124,000	12,837	10.352%	340,000	54,644	16.072%
6/1/2047	-	-	0.000%	-	-	0.000%	216,000	75,586	34.994%	124,000	34,293	27.656%	340,000	109,879	32.317%
6/1/2048	-	-	0.000%	-	-	0.000%	214,000	77,497	36.214%	113,000	32,322	28.603%	327,000	109,819	33.584%
Total	\$ 18,130,000	\$ 1,023,330	5.644%	\$ 1,498,500	\$ 260,256	17.368%	\$ 4,631,000	\$ 909,838	19.647%	\$ 2,466,000	\$ 341,132	13.833%	\$ 26,725,500	\$ 2,534,554	9.484%

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MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 6, 2016

REGULAR MEETING

The Moore County Board of Commissioners met for a Regular Meeting at 5:30 p.m., Tuesday, September 6, 2016 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in 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 5:30 p.m. Reverend Tom Lamkin of Sandhills Baptist Association provided the invocation and Information Technology Director Chris Butts led the Pledge of Allegiance.

The Chairman asked whether any commissioner had a conflict of interest concerning agenda items the Board would discuss during the meeting and no conflicts were stated.

PUBLIC COMMENT PERIOD

There were no speakers.

ADDITIONAL AGENDA

Upon motion made by Chairman Picerno, seconded by Commissioner Graham, the Board voted 5-0 to remove from the agenda a call to public hearing regarding funding for the Vass Phase 2 Wastewater Collection System Expansion Project, and to add to the agenda recognition of the current Dog Tags class.

RECOGNITIONS

National Recovery Month

Drug Free Moore County Chairman Matt Garner and Executive Director Karen Wicker presented for the Board's consideration a proclamation declaring September 2016 as National Recovery Month in Moore County. They reviewed information about their organization and its work. Vice Chairman Saunders made a motion, seconded by Commissioner Ritter, to proclaim September 2016 as National Recovery Month in Moore County and authorize the Chairman to sign the proclamation. Chairman Picerno inquired about the funding source for substance abuse and mental health services administration and Mr. Garner said the funds were federal. Chairman Picerno asked what amount of interaction the organization had with the Sandhills Center for Mental

Health/Developmental Disabilities/Substance Abuse Services and Mr. Garner indicated there was a lot of interaction as DFMC received somewhere around \$28,000 to \$29,000 in funding from them each year. The motion to adopt the proclamation carried 5-0 and the proclamation is hereby incorporated as a part of these minutes by attachment as Appendix A.

Dog Tags

Ms. Mary Jo Morris presented to the Board the members of the current class of Dog Tags of Moore County. LTC Phillip Brown, present at the meeting along with CSM Scott Painter, expressed appreciation for the Dog Tags program and thanked the commissioners for recognizing the soldiers and letting them participate in a program that helps them heal.

PRESENTATIONS

Sandhills Center Quarterly Fiscal Report

Chief Financial Officer Caroline Xiong presented to the Board the quarterly fiscal report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to accept the report.

CONSENT AGENDA

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

Minutes: August 16, 2016 Regular Meeting and Closed Session
Budget Amendments
Moore County Schools Digital Learning Invoices
Register of Deeds Fee Schedule Amendment
Moore County Library Fee Schedule Amendment
Library Card Sign-Up Month Proclamation
Century Link Contract Renewal
Microsoft Enterprise Agreement
Memorandum of Understanding between GIS and Public Works
FY17 Home and Community Care Block Grant Contract
One-Time Funds Augmentation for RSVP for FY16
Resolution Authorizing Upset Bid Process for “BLK M 13 Lot 22”
Grant Agreement with Communities in Schools
Grant Agreement with Sandhills Center for MH/DD/SAS

The budget amendments, library card sign-up month proclamation, and resolution authorizing the upset bid process for “BLK M 13 Lot 22” are hereby incorporated as a part of these minutes by attachment as Appendices B, C, and D, respectively.

PUBLIC HEARINGS

Public Hearing/Planning – CUP Request: Mining – Williams Sand and Clay, LLC – NC Hwy 211

Chairman Picerno announced that the next item on the agenda was a request by Williams Sand and Clay, LLC for a Conditional Use Permit for the use of a sand mine. He reviewed the judicial nature of the hearing and called upon anyone who wished to testify to be sworn. Planning Director Debra Ensminger was sworn by the

Clerk. The Chairman provided opportunity for commissioners to reveal any possible conflicts and withdraw from the proceedings if necessary and no conflicts were stated. The Chairman explained the proceedings and opened the public hearing.

Planning Director Debra Ensminger made presentation regarding the request. There were no further speakers. Vice Chairman Saunders asked why the applicant sought a five-year versus two-year vested rights interest and Ms. Ensminger indicated this was just to grant more time as the project was being completed in phases.

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Conditional Use Permit for the use of a sand mine on approximately 50 acres (two phases of 25 acres) of an overall approximate 660 acre parcel (ParID 00013401) located north of NC Hwy 211 and east of Samarand Road, owned by Arthur R & Sons Williams as identified in Moore County tax records, including the application review comments and recommendations as listed in the staff report granting a two-year vested rights interest. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to extend the vested rights interest for three additional years, for a total of five years.

Documents submitted regarding this request are hereby incorporated as a part of these minutes by attachment as Appendix E.

NEW BUSINESS

Public Works – Request for Acceptance of Deed of Dedication for Meadows at Farm Life Phase 3 Subdivision

County Engineer Leonard McBryde asked the Board to accept a deed of dedication for water utilities at the Meadows of Farm Life Phase 3 subdivision. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to accept the deed of dedication for the Meadows at Farm Life Phase 3 subdivision.

Legal – Request for Approval of Resolution Authorizing Upset Bid Process for Bengston Property

County Attorney Misty Leland presented for the Board's consideration a resolution accepting a negotiated offer of \$350,000 for certain real property owned by the County and referred to as the "Bengston Property," having a description with the Moore County Tax Department as the "Thomas Land," and being identified by Parcel ID/LRK# 00014734, and authorizing the upset bid process. Commissioner Ritter made a motion, seconded by Vice Chairman Saunders, to adopt the resolution acknowledging receipt of the offer of \$350,000 and authorizing the upset bid process, and authorize the Chairman to sign all necessary documents. Commissioner Graham requested it be noted in the record that the property appraised for \$400,000. County Manager Wayne Vest noted this value was based on the hypothetical condition that the property has legal access for Flowers Road and the extraordinary assumption that the parcel will perc for a three bedroom home. The motion to approve the resolution carried 5-0 and the resolution is hereby incorporated as a part of these minutes by attachment as Appendix F.

APPOINTMENTS

Seven Lakes Firefighters Relief Fund Board

Upon motion made by Chairman Picerno, seconded by Commissioner Graham, the Board voted 5-0 to appoint Eddie Thomas to the Firefighters Relief Fund Board for Seven Lakes.

Fire Commission

Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Chief Erik Stromberg as the chief representative of the West region on the Moore County Fire Commission to fill the unexpired term of Steve Melone through November 30, 2016.

DSS Board

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Commissioner Graham to the DSS Board for a three-year term commencing October 1, 2016 and expiring September 30, 2019.

Airport Authority

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 4-1 (*Ritter, Graham, Daeke, Saunders – for; Picerno – opposed*) to appoint Barry Lerman to the Moore County Airport Authority for a four-year term commencing October 1, 2016 and expiring September 30, 2020.

MANAGER'S REPORT

County Manager Wayne Vest reminded everyone of the commissioners' work session scheduled for the coming Thursday, September 8th.

CLOSED SESSION

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(6). Following closed session, upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to take the following action: increase the salary of Tax Administrator Gary Briggs by 1%, increase the salary of Clerk to the Board Laura Williams by 1.5%, increase the salary of County Attorney Misty Leland by 2%, increase the salary of County Manager Wayne Vest by 2.5%. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to come out of closed session and seal the minutes.

ADJOURNMENT

There being no further business, upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the September 6, 2016 regular meeting of the Moore County Board of Commissioners at 7:14 p.m.

Nick J. Picerno, Chairman

Laura M. Williams, Clerk to the Board



V. B.
9/20/2016

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 his 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 24/7. 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

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator 
DATE: September 8, 2016
SUBJECT: Tax Releases/Refunds – Month of August 2016
PRESENTER: Gary Briggs

AGENDA PLACEMENT: Consent Agenda

REQUEST:

11 real/personal/motor vehicle releases totaling \$32,618.02
15 real/personal/motor vehicle relief-refunds totaling \$3,287.59

189 releases/refunds of less than \$100 each totaling \$5,196.92 were sent to the County Finance Officer for approval.

BACKGROUND:

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

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - \$35,905.61 (breakdown attached)

RECOMMENDATION SUMMARY:

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

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

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

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

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

Adopted this the _____ day of _____, 2016.

Nicholas J. Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

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

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

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

Adopted this the _____ day of _____, 2016.

Nicholas J. Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE
RELEASES
OVER - \$100
August-16**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2016	4	CNC7, LLC	PERSONAL PROPERTY LISTED TIMELY	\$146.42
2016	7724	EHRLER, RYAN R	MILITARY	\$311.03
2016	52406	FERRELL, WILLIAM KYLE	PERSONAL PROPERTY LISTED IN ERROR	\$262.75
2016	294	GOLDEN CORRAL OF SO PINES	PERSONAL PROPERTY LISTED TIMELY	\$338.74
2016	824	HARRIS TEETER INC	PERSONAL PROPERTY LISTED TIMELY	\$1,223.37
2016	4917	HARRIS TEETER INC	PERSONAL PROPERTY LISTED TIMELY	\$2,016.32
2016	2547	HICKORY TAVERN	PERSONAL PROPERTY LISTED TIMELY	\$596.18
2016	4840	KANE, ALAN	PERSONAL PROPERTY NOT LOCATED IN MOORE COUNTY	\$1,334.00
2016	6911	KIBBY, AARON J & LAURA E	MILITARY	\$110.62
2016	879	STERLING TRANSPORT CO INC	PERSONAL PROPERTY VALUED INCORRECTLY	\$1,918.59
2016	6426	WELL AIR INC	PERSONAL PROPERTY NOT LOCATED IN MOORE COUNTY	\$24,360.00
TOTAL				\$32,618.02

**VTS/MUNIS MOTOR VEHICLES
RELIEF - REFUNDS
OVER - \$100
August-16**

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2015	VTS - 0027562669	AKERLUND, THOMAS C & MARY K	MILITARY	\$149.56
2015	VTS - 0018658559	BISHOP, BRUCE ADAMS	SUBMITTED TAG TO DMV	\$115.35
2015	VTS - 0015917927	GOODWIN, LESTER MCGEE JR	SUBMITTED TAG TO DMV	\$101.91
2015	VTS - 0030292676	HARMON, JOHN D	SUBMITTED TAG TO DMV	\$165.41
2012	67465	JUNIPER STORAGE, LLC	BUILDING LISTED ON INCORRECT PARCEL	\$333.60
2013	31040	JUNIPER STORAGE, LLC	BUILDING LISTED ON INCORRECT PARCEL	\$333.60
2014	68084	JUNIPER STORAGE, LLC	BUILDING LISTED ON INCORRECT PARCEL	\$333.60
2015	31694	JUNIPER STORAGE, LLC	BUILDING LISTED ON INCORRECT PARCEL	\$466.24
2015	VTS - 0005284643	KERNAN, WILLIAM FRANK	SUBMITTED TAG TO DMV	\$107.60
2015	VTS - 0019899463	LOWRY, ROBERT ARDELL	SUBMITTED TAG TO DMV	\$124.83
2016	VTS - 0033044895	LUCKIE, JOHN E	MILITARY	\$226.46
2015	VTS - 0030400949	MCCAMMON, KATHRYN MARIE	SUBMITTED TAG TO DMV	\$115.44
2014	VTS - 0025154687	VIEN, RICHARD M	MILITARY	\$303.43
2015	VTS - 0025154687	VIEN, RICHARD M	MILITARY	\$224.20
2015	VTS - 0032704786	WASHINGTON, RAYMOND GROSS JR	SUBMITTED TAG TO DMV	\$186.36
TOTAL				\$3,287.59

Agenda Item: V.D.
Meeting Date: September 20th

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: September 9, 2016

SUBJECT: Williams Sand and Clay, LLC Board Order Approval

PRESENTER: Debra Ensminger

REQUEST:

The Board of Commissioners approval of the Williams Sand & Clay, LLC Board Order of the Conditional Use Permit for the use of a sand mine approved by the Board of Commissioners during their regularly scheduled meeting on September 6, 2016.

BACKGROUND:

The Board of Commissioners held the public hearing of a Conditional Use Permit request for the use of a sand mine by Williams Sand and Clay, LLC on approximately 50 acres (two phases of 25 acres per phase) of an overall approximate 660 acre parcel (ParID 00013401).

The Board of Commissioners unanimously (5-0) approved the Conditional Use Permit for the use of sand mine.

IMPLEMENTATION PLAN:

Upon approval the Conditional Use Permit will be issued.

FINANCIAL IMPACT STATEMENT:

No financial impact to the County's FY 2016-2017 budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the Williams Sand and Clay, LLC Board Order as presented and allow the Chairman to sign.

SUPPORTING ATTACHMENTS:

Williams Sand and Clay, LLC Board Order

STATE OF NORTH CAROLINA

BEFORE THE MOORE COUNTY
BOARD OF COMMISSIONERS

COUNTY OF MOORE

FILE NO.: _____

Applicant: Williams Sand and Clay, LLC)
)
ParID # 00013401)
)
) ORDER OF FINDINGS OF FACT AND
) CONCLUSIONS IN SUPPORT OF
) GRANTING A CONDITIONAL USE
) PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on September 6, 2016 at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC for a hearing on Williams Sand and Clay, LLC's application for a Conditional Use Permit. It appearing that the Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and that the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses, the Board of Commissioners by sufficient evidence, based on the standards and *Unified Development Ordinance of Moore County, NC* enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing.
2. That all witnesses were sworn and testified.
3. That the applicant requests to construct a Sand Mining Facility on the property as illustrated on the approved site plan.
4. That the property is zoned Rural Agricultural (RA) and allows the proposed use upon issuance of a Conditional Use Permit.
5. That the proposed site details are as follows:

Zoning	Rural Agricultural (RA)
Acreage	Approximately 660 acres
Watershed	WS-III-BW
Highway Corridor Overlay	Rural Highway Corridor Overlay District
Floodplain	No
Historical Use	Vacant

6. That the applicant agreed to the conditions below at public hearing of even date herewith:
 - a. Williams Sand and Clay will abide by the Moore County Specific Use Standards Article 9.4.5 for Mining and Quarrying as shown on the following page in Figure 1.1.
 - b. Business hours of operation will be: 6:00 AM – 5:30 PM during normal workweeks and occasionally on Saturday (no Sunday work). Holidays will be observed as well.
 - c. A NCDOT entrance permit will be obtained within the next 4-6 weeks.
 - d. A physical barrier to traffic and illicit entry onto the site will be constructed along NC HWY 211. Once digging activities commence, any overburden will be used to construct and maintain berms along the NC HWY 211 entrance to a minimum height of six feet.
 - e. Applicant will conduct sediment and erosion control measures throughout the life of the mine and post closure, to maintain a clean driveway and entrance area onto NC HWY 211.
 - f. Per the NC Department of Environmental Quality, high fencing is not required since there are no adjacent residential dwellings. However, Williams Sand and Clay will maintain silt fencing, as well as ditches, berms, and gates as necessary to control access to the site.
 - g. No fuel, fuel oil, or other hazardous materials will be used or stored on-site.
 - h. The total initial phase will impact (excavate) approximately 22 acres. Subsequent planned phases are shown on the Site Map.
 - i. No permanent structures will be erected on-site.
 - j. At minimum a vegetated seventy five foot buffer will be maintained along NC HWY 211.
 - k. Staff recommends the additional condition, as agreed upon by the applicant, that should the Zoning Administrator, Building Inspector, Environmental Health, the Fire Marshal, or NCDOT identify minor changes staff shall be authorized to accept such minor modifications to site plan as necessary.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested conditional use:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan;
2. The use meets all required conditions and specifications;
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity;
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Moore County Land Use Plan.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Conditional Use Permit request of Williams Sand and Clay, LLC is hereby GRANTED for the reasons stated above. The Conditional Use Permit shall expire five (5) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified

Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such orders shall be served by certified mail, return receipt to the applicant Williams Sand and Clay, LLC and shall be served by means of certified mail, return receipt requested upon any person specifically requesting service of the same.

So ORDERED this the 20th day of September, 2016.

Nick Picerno, Chair
Moore County Board of Commissioners

Attest: _____
Laura Williams, Clerk to the Board

Agenda Item: V . E .
Meeting Date: September 20th

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: September 13, 2016

SUBJECT: HCE Moore II, LLC Board Order Approval

PRESENTER: Debra Ensminger

REQUEST:

The Board of Commissioners approval of the HCE Moore II, LLC Board Order denying the Conditional Use Permit for the use of a Commercial Solar Collector Facility.

BACKGROUND:

The Board of Commissioners held the public hearing of a Conditional Use Permit request for the use of a Commercial Solar Collector Facility by HCE Moore II, LLC on approximately 27.5 acres of an overall approximately 127 acre parcel, (ParID 00005347) located at 415 Stage Road on August 16, 2016.

The Board of Commissioners voted 3-1 to deny the Conditional Use Permit. (Commissioner Graham was recused from voting on this matter due to a potential conflict of interest.)

IMPLEMENTATION PLAN:

Approve the request.

FINANCIAL IMPACT STATEMENT:

No financial impact to the County's FY 2016-17 budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the HCE Moore II, LLC Board Order denying the Conditional Use Permit for the use of Commercial Solar Collector Facility.

SUPPORTING ATTACHMENTS:

HCE Moore II, LLC Board Order

STATE OF NORTH CAROLINA

COUNTY OF MOORE

BEFORE THE MOORE COUNTY
BOARD OF COMMISSIONERS

FILE NO.: _____

Applicant: HCE Moore II, LLC

ParID # 00005347

)
)
)
)

ORDER OF FINDINGS OF FACT AND
CONCLUSIONS IN SUPPORT OF
GRANTING A CONDITIONAL USE
PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on August 16, 2016 at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC at a hearing on HCE Moore II, LLC's application for a Conditional Use Permit. It appearing that the Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and that the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses, the Board of Commissioners by sufficient evidence, based on the standards and *Unified Development Ordinance of Moore County, NC* enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing; and
2. The Applicant company is HCE Moore II, LLC, herein "Applicant;" and
3. The Property Owner is William Richard Presley (herein "Mr. Presley"). He owns approximately 127 acre Parcel (ParID00005347) located at 415 Stage Road. Mr. Presley was present but did not testify at the hearing; and
4. The Applicant is requesting to construct a Commercial Solar Collector Facility on approximately 27.5 acres of Mr. Presley's land under a lease agreement.
5. The Applicant proposes to construct 22,554 of solar panels in its Commercial Solar Collector Facility on Mr. Presley's land; and
6. The Opponents to the Commercial Solar Collector Facility are Harry and Sara Webster, (herein the "Websters") who are adjacent land owners to this proposed Commercial Solar Collector Facility. Both Harry and Sara Webster were present and testified at the hearing.

7. That all witnesses were sworn and testified, and both the Applicant and the Websters have offered several experts who testified at the hearing which lasted over three hours.
8. The Opponents Websters and their expert witnesses presented evidence to the Moore County Board of Commissioners regarding the proposed Commercial Solar Collector Facility; and
9. The Applicant offered expert testimony to the Moore County Board of Commissioners regarding the proposed Commercial Solar Collector Facility; and
10. That the applicant requested to construct a Commercial Solar Collector Facility on the property as illustrated on the site plan.
11. Expert testimony was presented that there is a potential for herbicide runoff from the Commercial Solar Collector Facility to the Websters' farmland and pond. The Websters' testified that they sell crops at the local farmer's market and they market their crops as, and maintain their farm, free from herbicides. There was no competent evidence presented which shows that herbicides will never be used to kill and/or control growth of the weeds and grass at the Commercial Solar Collector Facility. Herbicide runoff will materially endanger the public health or safety by contaminating the Websters' farmland and pond; and
12. The evidence showed that the location and use of the Commercial Solar Collector Facility is not in harmony with the area in which it is to be located and will not be in general conformity with the approved Moore County Land Use Plan. The area includes Stage Road, across 24/27, down Lynch Road, across Union Church Road. The area is residential agricultural and there's no solar facility in the area. The land in this area is farmed for agricultural use and the Websters and Mr. Pressley farm their land for agricultural uses.
13. The Moore County Land Use Plan Goal 1 (page 5) is to Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive or areas around municipalities). The Recommendations under Goal 1 includes:
 - *Encourage the conservation of farmland for farming and forestland for forestry.*
 - *Continue to encourage agriculture and agri-business throughout Moore County.*
 - *Preserve large tracts of prime agricultural land to ensure that farming remains a viable part of the local economy.*
 - *Encourage and support development and land use principles by ensuring Moore County's cultural, economic and natural resources are factored equally.*
 - *Preserve and maintain the rural character of Moore County, including historic sites and structures, crossroad communities, and other physical features that reflect the County's heritage.*
 - *Support and promote local businesses.*
 - *Discourage undesirable or unattractive land uses, especially within high visibility areas.*

14. The Moore County Land Use Plan holds under **Recommendation 3:4, Action 3.4.4., (Page 77), Plan for the development of alternative energy systems that minimize the adverse impacts to prime agricultural lands and public water supply watersheds.** The elevation drop of 64 feet on the Presley property – the site of the proposed Commercial Solar Collector Facility - toward the pond which eventually supplies water with which the Websters’ irrigate the crops they grow on their land, will cause an accelerated run off of the herbicides utilized to maintain the weed growth underneath the solar panels onto the Websters’ prime agricultural property contaminating the Websters’ farmland and pond.
15. The Moore County Land Use Plan holds under **Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore Recommendation 1:1 (Page 73), Encourage the conservation of farmland for farming and forestland for forestry.** The surrounding area consists of agricultural land and single family residences and no Commercial Solar Collector Facility within the area.
16. The Moore County Land Use Plan holds under **Recommendation 1:2 (Page 73), Continue to encourage agriculture and agri-businesses throughout Moore County. Action 1.2.1. Continue current support of operating environments for agriculture. Action 1.2.2. Continue to support the development and accessibility to local and adjacent markets for agricultural products.** The Websters’ adjoining property owners of the proposed Commercial Solar Collector Facility, sell their crops at the local farmer’s market and must ensure their crops are free from herbicides. There was no competent evidence presented which shows that herbicides will never be used to kill and/or control growth of the weeds and grass. The Websters’ operate an agri-business in Moore County supplying the local farmers market with crops free from herbicides.
17. The Moore County Land Use Plan holds under **Recommendation 1:3 (Page 74), Preserve large tracts of prime agricultural land to ensure that farming remains a viable part of the local economy.** Mr. Presley and the Websters’ own large tracts of prime agricultural land.
18. The Moore County Land Use Plan holds **under Recommendation 1:4 (Page 74), Preserve regional agricultural and farmland as a source of healthy, local fruits and vegetables, and other food crops.** The Websters’ operate an agri-business supplying local farmers market with crops that are free from herbicides.
19. The Moore County Land Use Plan holds under **Recommendation 1:8 (Page 75), Discourage undesirable or unattractive land uses, especially within high visibility areas.** The Websters’ testified that their crops are grown right next door to the proposed property. At certain areas of their land and, if they are in the upstairs bedroom, they can look down over the trees and the unattractive land use Commercial Solar Collector Facility will be all they see all year long do to the 64 feet elevation differential – i.e., the 22,554 solar panels are proposed to be erected a hillside facing the Webster property and sloping from a higher elevation downwards toward the Webster property. Moreover, the “Commercial Solar Collector Facility” will be seen in additional areas of the Webster’s land, when the leaves fall in the fall, and 22,554 panels will be seen and will diminish their enjoyment of the rural agricultural

character of their land. The Websters' stated that if they would have known of the proposed Commercial Solar Collector Facility, they would not have purchased their land, which they purchased to enjoy their beautiful scenery and to farm.

20. That the property is zoned Rural Agricultural (RA) and allows the proposed use upon issuance of a **Conditional Use Permit**.

21. That the proposed site details are as follows:

Zoning	Rural Agricultural (RA)
Acreage	27.5 acres
Watershed	WS-III-BW Little River (Intake No. 2)
Highway Corridor Overlay	No
Floodplain	No
Historical Use	Undeveloped – Farmland

22. That the applicant agreed to the conditions below at public hearing of even date herewith:

- a. Preserve the 100 foot wide front vegetative buffer, as illustrated on the site plan.
- b. The building and 2 barns will be removed prior to the issuance of a certificate of occupancy for the operation of a Solar Collector Facility.
- a. Should the Zoning Administrator, Building Inspector, Environmental Health, the Fire Marshal, or NCDOT identify minor changes staff shall be authorized to accept such minor modifications to site plan, as necessary.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested conditional use:

- 1. The use **will** materially endanger the public health or safety if located where proposed and developed according to plan; and
- 2. The use does **not** meet all required conditions and specifications of the Unified Development Ordinance; and
- 3. The use will **not** substantially injure the value of adjoining or abutting property unless the use is a public necessity; and
- 4. The location and character of the use, if developed according to the plan as submitted and approved, will **not** be in harmony with the area in which it is to be located and will **not** be in general conformity with the approved Moore County Land Use Plan.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Conditional Use Permit request of HCE Moore II, LLC is hereby **DENIED** for the reasons stated above.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by certified mail, return receipt to the applicant HCE Moore II, LLC and shall be served by means of certified mail, return receipt requested upon any person specifically requesting service of the same.

So ORDERED this the 20th day of September, 2016.

Nick Picerno, Chairman
Moore County Board of Commissioners

Attest: _____
Laura Williams, Clerk to the Board



Moore County



*Our Land,
Our Home*



2013 Land Use Plan

Moore County | North Carolina

Adopted: November 19, 2013

Prepared by:
Moore County Land Use Plan Steering Committee
Moore County Planning & Community Development

Cover Images were provided by:
Sandhills Photography Club

Several members of the Sandhills Photography Club provided many valuable photographs of our citizens, cultural events, historical assets, economy, natural resources, housing, transportation, utility infrastructure, etc. that were greatly appreciated and thoroughly utilized throughout the land use plan process. The County of Moore would like to extend a sincere thank you to the members of the Sandhills Photography Club that freely contributed their time, talents, and many photographs in this regard.

2013 Land Use Plan

Moore County | North Carolina

Board of Commissioners

Nick Picerno, Chairman
Randy Saunders, Vice Chairman
Larry Caddell
Jimmy Melton
Otis Ritter

Planning Board

Robert Hayter, Chairman	Molly Boggis
Les Murray, Vice Chairman	Todd Williams
Buck Mims	Tom McGinnis
Johnny Harris	

Land Use Plan Steering Committee

Robert Hayter, Chairman	John Monroe	Watts Auman
Art Williams	Lewin Blue	Bill Cochrane (ex-o)
Bobby Phillips	Michael Wilson	David McNeill (ex-o)
Brad McNeill	Pat Corso	Debra Ensminger (ex-o)
Carolyn Mealing	Ron Maness	Stephen Greer (ex-o)
David Cummings	Sandy Stewart	Nancy Fiorillo (ex-o)
Harry Huberth	Stephen Later	Randy Gould (ex-o)
Joe Clendenin	Susan Purser	
John Blue	Terry Bryant	

Facilitator

Mark Molitor

Planning Staff

Debra Ensminger, Planning & Community Development Director
Jeremy Rust, Planning Supervisor
Jeremy Sparrow, Planner
Tim Emmert, Planning Supervisor
Lydia Cleveland, Administrative Officer II

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Our County's commitment to sound land use policies is embedded in understanding and leveraging Moore County as one place of special places. The findings and information in this plan recognizes the wide range of factors affecting land uses. Its primary objectives are optimization principles, inter-governmental collaboration benefits, and the County's need to be a leader in enhancing the quality of life through land use policies.

The 2013 update of the Moore County Land Use Plan is therefore intended to serve as a tool for making decisions about land development and future growth. The plan provides existing conditions of the County and offers guidance for Governmental leaders to make sound land use decisions. The plan provides goals and actions that can guide growth into the future. This plan has been developed to reflect the long-range plans of the incorporated areas of Moore County, in context of the County's towns, villages, and communities, focusing on current and future trends, existing infrastructure and current/future land values.

Moore County, North Carolina has a current population of approximately 89,000 people and has grown steadily over the past decades. The County is unique in that it is situated in a very centralized area between several large metropolitan areas, including Charlotte, Winston-Salem, Greensboro, Raleigh-Durham area, and Fayetteville. Moore County has participated in the planning efforts of multiple planning organizations within central North Carolina, including the Triangle J Council of Governments (TJCOG) and the Fort Bragg Regional Alliance, formerly known as the Base Re-Alignment and Closure – Regional Task Force (BRAC-RTF).

Moore County Land Use Planning Process

The 1999 Land Use Plan

The Moore County Land Use Plan adopted by the Moore County Board of Commissioners on March 15, 1999 was developed to be used as a guide for policy decisions in developing and implementing land use policies for Moore County's unincorporated areas. The primary goal of the plan, along with adopting a zoning code, was to preserve and protect the County's rural agricultural nature, as well as

- 2) protect property rights;
- 3) protect the environment, open space, and recreation;
- 4) address development concerns, with respect to economic development and transportation;
- 5) encourage information and citizen participation;
- 6) address housing; and
- 7) preserve the County's heritage.

The Need for an Updated Plan

In 1999 Moore County adopted a Land Use Plan that met the needs of the citizens and future generations, while acknowledging the diverse areas throughout the County. However, the County has seen a steady increase in development, within both the

incorporated and unincorporated areas since 1999. Since the adoption of the 1999 Land Use Plan, a number of new pressures and development issues have been raised that need to be addressed within the Land Use Plan update. As a matter of keeping the Land Use Plan relative to current trends and to development activities, the Plan should be updated, at a minimum, every five (5) to ten (10) years.

Appointment of a Citizen Steering Committee

The Commissioners appointed both voting and non-voting (ex-officio) citizens to a Land Use Plan Steering Committee (LUPSC) to provide information and feedback that should be included in a revised Land Use Plan. Twenty (20) voting members were appointed, many of whom resided in the unincorporated areas within the Moore County planning jurisdiction. The remainder of the overall Committee was made up of seven (7) ex-officio, non-voting members, whom represented other aspects of

land use planning through their specific knowledge of the County's: water and sewer infrastructure, airport, land planning and zoning law, cooperative extension, municipal governments, and interest in maintaining its citizens private property rights through the land use planning process.



LUPSC members hard at work highlighting important aspects of the draft land use plan at the March 2013 meeting.

Its Purpose

The Moore County Land Use Steering Committee was formed to update the 1999 Land Use Plan, providing insight on land use optimization and how it affects Moore County holistically. The committee consisted of citizens of Moore County, who had the background on various topics as it related to land use, including agriculture, environmental, economics, education, infrastructure, and land planning. The blending of these topics led to the development of the 2013 Moore County Land Use Plan.



Its Mission

To provide information and recommendations for *sound land use planning* in Moore County.

Sound Land Use Planning means:

- 1. Ensure the highest respect and consideration for public and private land ownership and property rights.*
- 2. Ensuring our County's culture, health, economy and natural resources are considered equally.*
- 3. Recognizing that all the County's towns, villages, communities, and rural areas are unique and valued places.*
- 4. Development policies should result in optimization of public services and infrastructure.*

The Process

The Moore County Land Use Plan Steering Committee (LUPSC) met monthly on one of the last two Mondays of the month at 6:00PM at the Moore County Senior Enrichment Center. The Moore County Planning and Community Development Staff assisted in preparation of each meeting with an overview of various topics, directed by Chairman Robert Hayter. The first four months of the process were utilized to review and critique the 1999 Land Use Plan, evaluating the goals and objectives that were created at that time. The LUPSC provided feedback and recommendations on the relevancy of each goal as it related to the present day.

Presentations

Moore County Planning and Community Development staff prepared and made several presentations. Panel discussions from a variety of community interests and organizations were also part of the information gathering throughout the Land Use Planning update process. The topics included the following:

- *What Affects Land Use in Moore County: The Natural Environment and The Cultural & Regulatory Environment*
- *Land Use Plan Public Participation*
- *Land Use Optimization*
- *Moore County Land Use Charrette Presentation (and Small Group Charrette Exercise)*
- *Moore County Future Land Use Map Charrette Report/Results*
- *Panel Discussion: Moore County's Municipalities (Mayors or their designees)*
- *Panel Discussion: Education*
(*Moore County Board of Education - Chairman and Moore County Schools - Superintendent*)
- *Panel Discussion: Moore County's Economy*
(*Moore County Chamber of Commerce, First Bank, MooreForward, Convention and Visitors Bureau, and Home Builders Association*)
- *Panel Discussion: Moore County's Natural & Cultural Resources*
(*Wildlife Habitat & Conservation, Soil and Water, Land Conservation, and Community Health*)

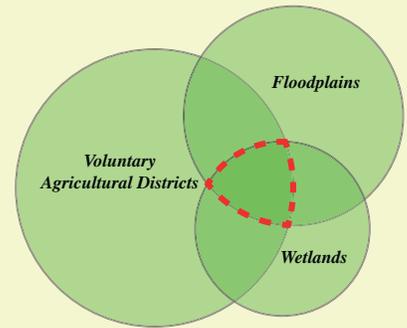
Facilitation

In September of 2012 Moore County contracted with Mr. Mark Molitor to assist with the facilitation of the Land Use Plan Steering Committee's subsequent meetings.

Development of a Future Land Use Map

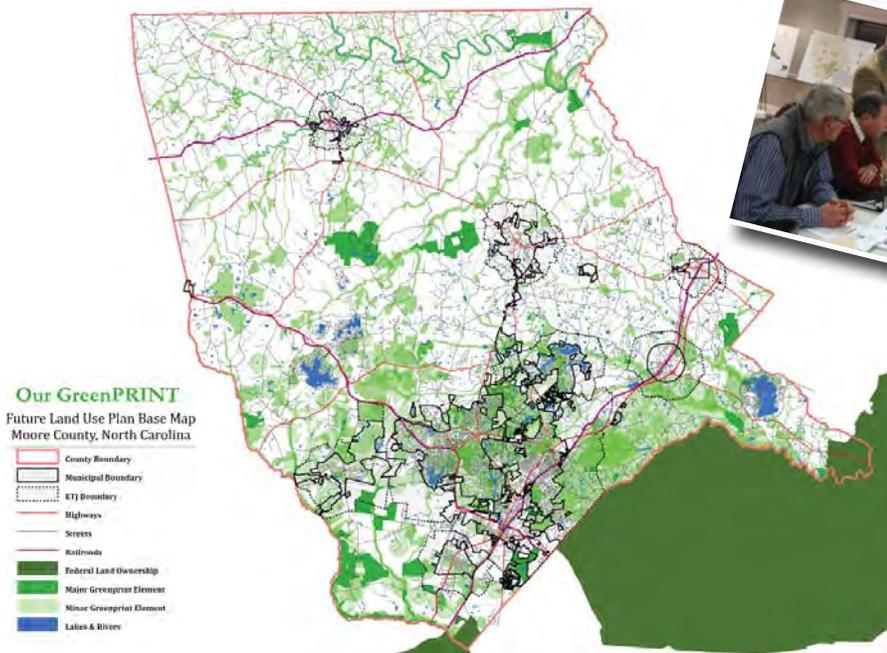
The first step toward developing a future land use map to incorporate into the plan was to conduct a charrette for the LUPSC. In October the LUPSC participated in a charrette exercise developed by the Moore County Planning and Community Development, focusing on future growth of the county. The charrette was used to determine where residential, commercial and industrial growth would be foreseen in the next 18 years, utilizing growth projections. Each group was given pins based on certain categories (residential, industrial, and non-industrial), which were allocated a certain number of units (dwelling units and jobs). The base map that was developed utilized existing environmental, cultural and natural resources, creating a “GreenPRINT” of Moore County. This map depicted the unique features of Moore County, and provided layers of information, including items such as wetlands, floodplains, and voluntary agricultural districts (VAD). These were layers set to a green opacity and were overlaid with each other, creating darker green areas where these features were to be preserved or were more prevalent in Moore County.

The charrette was created to project the future growth of Moore County out 18 years to the year 2030. Based on a current population growth rate of 1.4%, to the year 2030, Moore County is projected to grow by over 28,000 people. This projection is based on the review of projections from Office of State Management and Budget (OSMB). Using the current rate of 2.35 persons per household, this would require a total of 12,000 new residential units by the year 2030. To maintain the growth rate, 9,400 new non-industrial jobs and 1,500 new industrial jobs would have to be created. The committee was divided into five (5) groups and given a map of Moore County, along with these pins. The groups were given an hour to develop their map, and then present the results to the LUPSC for comments and discussion. This charrette was useful in developing a first draft of the future land use map, based on a general consensus of the Moore County LUPSC. Further research into these projections since the charrette was conducted, has found that the population will increase by 34,000, with an 18% per decade growth rate, which is based on historical projections, TARPO and Office of State Management and Budget.



“I loved when we did our maps and our planning and how there was so much agreement on that. It was a great opportunity to serve our County.”

*Carolyn Mealing
(April 29, 2013)*



Executive Summary of Recommendations

The 2013 Land Use Planning Steering Committee (LUPSC), having been authorized by the Commissioners of Moore County to update and generate a new land use plan for the County, has developed this plan based upon these guiding principles:

Ensure the highest respect and consideration for public and private land ownership and property rights.

Ensure our County's culture, economy, and natural resources are considered equally.

Recognize that all the County's towns, villages, communities, and natural areas are unique and valued places.

Development policies should result in optimization of public services and infrastructure.

It is the committee's intent to guide the development of policies that will lead to the growth, progress, and economic well-being of Moore County based on the principles above. To that end, the committee identified five goals that should guide the thought processes and development of policy for land use in Moore County. These five (5) goals are:

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

2. Enhance the Union of the Built and Natural Environments to Improve Citizen Health through the Use of Open Space and Recreational Opportunities

3. Optimize the Uses of Land Within the County of Moore

4. Provide Information and Seek Citizen Participation

5. Accommodate a Variety of Housing Types

To accomplish these goals, several recommendations for policy action were developed by the Committee. These recommendations can be found on the following pages. For specific policy action (see page 75). These recommendations were organized around the areas and issues of Agriculture, Natural and Cultural Resources, Economy, Infrastructure, Schools, Parks Recreation and Open Space, Housing, People, Municipal Collaboration, and Growth and Development.

The work of this committee has been, in many respects, an update to the land use plan that was developed for Moore County in 1999. We are indebted to the work of those in 1999. However, as Moore County has evolved over the last 14 years, there has developed a need for a new plan and thus the work of this committee. Similarly, we do not assume that this plan will stand forever. To do so would exhibit incredible ignorance of the history of this County. However, while the recommendations and action steps may change with time, the guiding principles for the development of this plan should exhibit little change and should be the bedrock on which future Planning Boards, County Commissioners, and other policy makers build.

The Committee also wishes to express its appreciation to the Moore County Planning Department staff for their competence, diligence, work ethic, and professionalism. They are a credit to the home and County we call Moore.



Jeremy Rust, Planning Supervisor, gives a presentation on the evening's charrette exercise in developing a future land use map.

Goals & Recommendations

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

Over the past three decades, Moore County has experienced the conversion of substantial amounts of agricultural land into residential and commercial development, which impacts the ambiance and heritage of Moore County. Historical evidence of a community's efforts to preserve its heritage often conveys to visitors and prospective businesses a sense of priorities, pride and a high quality of life. Visitors from all over the country and the world visit the area yearly, not only to experience the charm found in the historical areas of the community, but also to enjoy the agricultural and pastoral land uses, straddling the division of the Sandhills and piedmont regions of the State. This area is also known for its gentle horse country character, traditions of pottery-making, and small town atmospheres within the county's towns and villages.



Recommendation(s):

Encourage the conservation of farmland for farming and forestland for forestry.

Continue to encourage agriculture and agri-business throughout Moore County

Preserve large tracts of prime agricultural land to ensure that farming remains a viable part of the local economy.

Preserve regional agriculture and farmland as a source of healthy, local fruits and vegetables, and other food crops.

Encourage and support development and land use principles by ensuring Moore County's cultural, economical and natural resources are factored equally.

Preserve and maintain the rural character of Moore County, including historic sites and structures, crossroad communities, and other physical features that reflect the County's heritage.

Support and promote local businesses.

Discourage undesirable or unattractive land uses, especially within high visibility areas.

GOAL 2: Enhance the Union of the Built and Natural Environments to Improve Citizen Health through the Use of Open Space and Recreational Opportunities

Much concern has been expressed over the lack of publicly accessible open space and recreational opportunities within Moore County and disconnect of plans. Providing opportunities for the citizens of Moore County to enjoy the natural environment leads to healthier lifestyles. At the same time, protection of these resources is vital in guaranteeing adequate water supplies and enjoyable environments for the future.



Recommendation(s):

Support and participate in conservation easement programs that protect public water supply watersheds and important open space areas.

Promote the health and welfare of the County through collaborative planning efforts between the County and municipalities.

Provide both passive and active recreational opportunities for County residents by protecting natural resources that have recreational, environmental, or aesthetic value.

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

Development has an impact on the desirable tax base, quality of life and the environment if not properly planned and managed. Future growth should be focused around existing and planned infrastructure, as well as schools. Managing growth within the more developed areas of Moore County, leads to the preservation of farmland and forestry, and ensures a stronger tax base. In focusing on land use optimization, all planning efforts should be made between the county and municipalities to help guide future growth, where public services and infrastructure are least costly to provide or expand.



Recommendation(s):

Maximize accessibility among living, working, and shopping areas.

Assure an adequate quality & quantity of water is available to support the desired growth of the County.

Encourage a functional railway system.

Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

Coordinate transportation planning to ensure that adequate transportation options are provided to serve existing, developing, and proposed activity centers and densely populated areas.

Provide for the orderly development of major transportation routes such that disruption of free flow of traffic on major arteries is minimized.

Promote the implementation of transportation methods to provide for alternate methods of transportation where appropriate and feasible.

Encourage and support collaborative future planning efforts between the County, municipalities, and Board of Education.

Establish a procedure for managing land use information to ensure coordinated planning and growth.

GOAL 4: Provide information and Seek Citizen Participation

Citizen participation and assisting residents with an understanding of land development helps to encourage and manage growth throughout the county. Every reasonable effort should be made to involve citizens in the development of future plans and modifications of ordinances.

Recommendation(s):

Promote efforts to involve and inform citizens throughout various planning and permitting processes.

GOAL 5: Accommodate for a Variety of Housing Types

The provision of affordable housing is complicated and sometimes a divisive issue. There is a general consensus that manufactured homes provide a very real need in the County, yet there is an impression that it reduces property values. Clearly some areas of the county will endorse the location of manufactured homes while other areas will expect restrictions.

Recommendation(s):

Properly plan for and accommodate a variety of affordable housing types.

Chapter Highlights

- *The County's population has more than doubled over the past 50 years, and this plan projects the growth to continue at approximately 18% per decade over the next 20 years.*
- *The municipalities make up 9.94% of the total land area in the tax district, but account for 62.39% of the County's total tax value.*
- *Preserving open space, not only provides protection of the environment and natural resources, but provides economic value to the County through higher property values. At the same time, generating value via the consumer benefit that residents enjoy by engaging in recreation and exercise, improving the overall health and quality of life of Moore County citizens.*
- *The County must closely collaborate with the Moore County Board of Education to plan for the facility needs of the County schools in the future. The siting of school facilities is important due to its influence on community growth, the costs associated with school construction, maintenance, transportation costs, the quality of development, and safety.*

The United States, as a whole, saw its population increase by 2.3 million from 2011 to 2012, to 313.9 million, for a growth rate of 0.75 percent. Texas gained more people than any other state in the year ending July 1 (427,400), followed by California (357,500), Florida (235,300), Georgia (107,500) and North Carolina (101,000). These five states combined, accounted for more than half of the nation's total population growth. In 2012, Raleigh, our capital city and largest metropolitan area within our planning region was the fastest growing city in the United States. (see Appendices page 87 - Planning Region)

Moore County encompasses over 700 square miles in North Carolina, with a population density of 126 people per square mile. This population density has increased by 19 people per square mile since 2000, and is expected to grow to 149 people per square mile by 2030. The highest concentration of people is located in southern Moore County, which is largely made up of the municipalities of Aberdeen (6,350), Pinehurst (13,124), and Southern Pines (12,334). Over 35% of the residents live within one of these three municipalities. However, of the total current population living in Moore County, over 47% live within one of the eleven municipalities' city limits, excluding extra-territorial jurisdictions (ETJ). Moore County also has (2) two village-like, unincorporated communities (Seven Lakes and Woodlake). These two communities contribute to a large amount of the County's overall population. Moore County can continue to see growth within these areas and the County's municipalities, due to close proximity to existing major roads, available water/sewer capacity, and potential annexations. On the other hand, since 2000, some of the municipalities (Robbins and Taylortown) have seen negative growth change.



Demography

Population & Growth Rates

Moore County has a steadily, yet healthy growing population. The county had a population of 88,247 people, according to the 2010 data from the U.S. Census Bureau and has grown at a rate of 18.0% from 2000 to 2010. This rate has kept pace with the growth of North Carolina, which grew by 18.5% over the same years. However, from 1990 to 2000 the population change for Moore County was at 26.7%, which equated to a 2.4% annual growth rate. The County's growth rate has been fairly high compared to other neighboring counties, excluding Hoke, Harnett, and Chatham Counties. The County's population has more than doubled over the last fifty years, from 36,733 to 88,247 (71% increase) and is expected to almost double again over the next fifty years. As of February 2012, Moore County ranks 32nd in the State for total population.



Courtesy of: Sandhills Photo Club (German)

Moore County's and Neighboring Counties' Growth Rates (2000 - 2010)

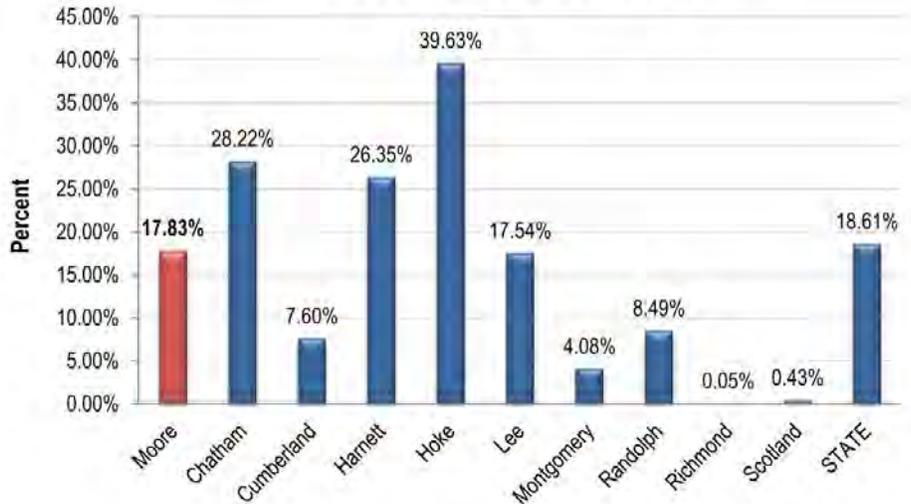


Figure 2.1: Moore County's & Neighboring Counties' Growth Rates (2000-2010)
Source: U.S. Census Bureau

Moore County Decennial Growth Rate (1980-2010)

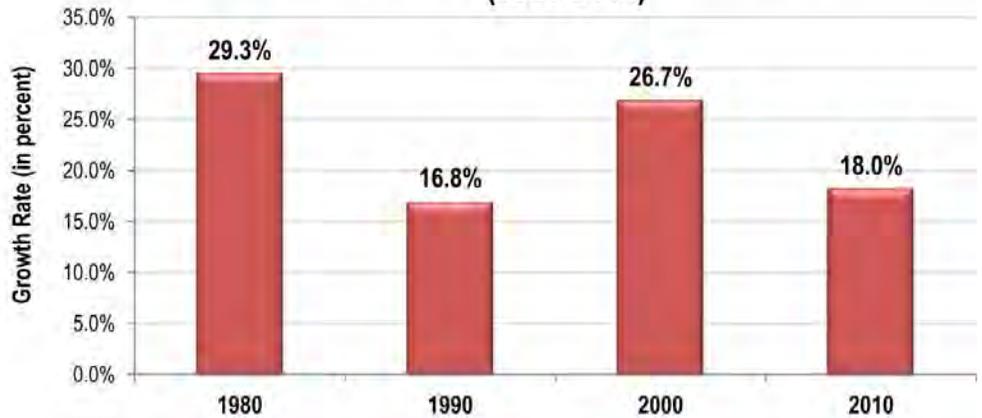


Figure 2.2: Moore County Decennial Growth Rate (1980-2010)
Source: U.S. Census Bureau

Growth Rate of Municipalities (2000-2010)

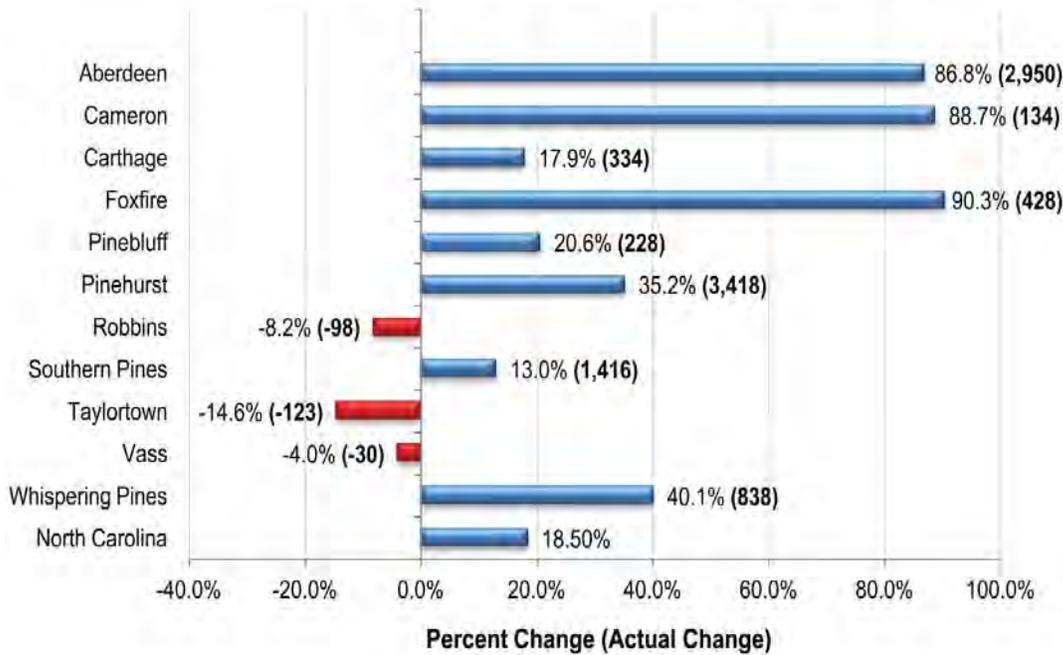


Figure 2.3: Growth Rate of Municipalities
Source: U.S. Census Bureau

Population Change by Municipality & County					
Municipality	1990	2000	% Change 1990-2000	2010	% Change 2000-2010
Aberdeen	2,700	3,400	25.9%	6,350	86.8%
Cameron	215	151	(29.8%)	285	88.7%
Carthage	976	1,871	91.7%	2,205	17.9%
Foxfire	334	474	41.9%	902	90.3%
Pinebluff	876	1,109	26.6%	1,337	20.6%
Pinehurst	5,103	9,706	90.2%	13,124	35.2%
Robbins	970	1,195	23.2%	1,097	(8.2%)
Southern Pines	9,129	10,918	19.6%	12,334	13.0%
Taylortown	543	845	55.6%	722	(14.6%)
Vass	670	750	11.9%	720	(4.0%)
Whispering Pines	1,243	2,090	68.1%	2,928	40.1%
Un-incorporated					
Moore County	36,241	42,259	16.6%	46,243	9.4%
Total	59,000	74,768	26.7%	88,247	18.0%

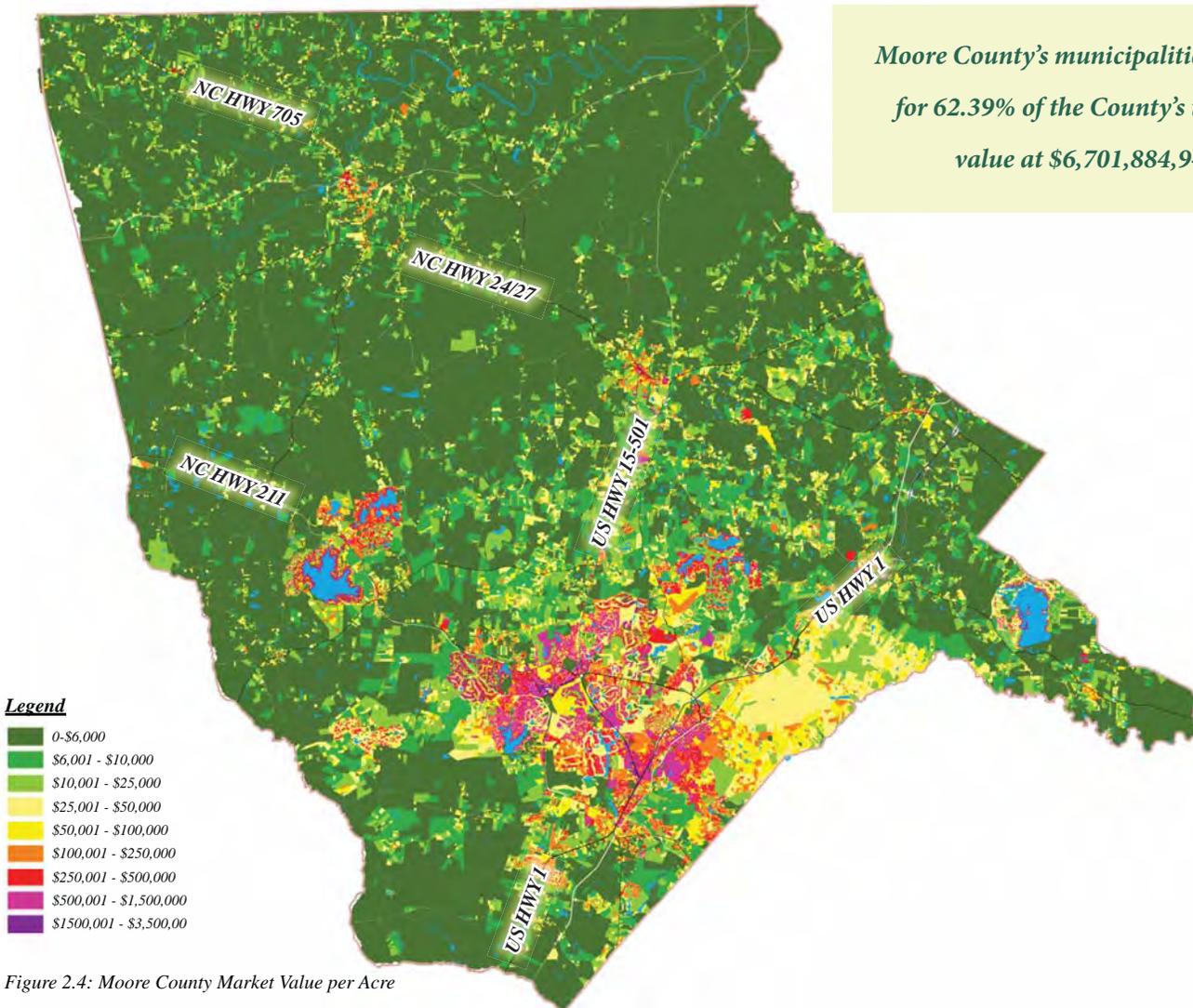
Table 2.1: Population Change by Municipality & County
Source: U.S. Census Bureau Decennial Growth Rates

Tax Districts and Taxable Value of Moore County

Moore County's eleven (11) incorporated municipalities make up only 9.94% of the land area in the tax district, but account for 62.39% of the County's total tax value at \$6,701,884,940. The rest of Moore County (90.06% of the tax district) accounts for just 37.61% of the total tax value at \$4,039,848,680. Almost half of the total population (46.3%) of Moore County pays almost two-thirds (62.39%) of the total county taxes.

Tax Area	Actual Amount of Taxable Value (Total Taxable - Exempt)	Total County Property Taxes Paid	Land Area of Tax District (Acres)	Tax District's Percentage of Whole County's Total Tax Value	Percentage of Total Land Area in Tax District	Moore County Population (2010 Census)
City Tax District						
Aberdeen	\$595,955,140	\$2,771,191	5,918.4	5.55%	1.31%	6,350
Cameron	\$15,755,140	\$73,261	776.7	0.15%	0.17%	285
Carthage	\$187,728,480	\$872,937	4,217.3	1.75%	0.93%	2,205
Foxfire	\$150,848,160	\$701,444	4,357.0	1.40%	0.97%	902
Pinebluff	\$84,203,780	\$391,548	1,668.6	0.78%	0.37%	1,337
Pinehurst	\$3,164,195,080	\$14,713,507	11,025.7	29.46%	2.44%	13,124
Robbins	\$46,439,910	\$215,946	880.1	0.43%	0.19%	1,097
Southern Pines	\$1,951,372,460	\$9,073,882	10,654.1	18.17%	2.36%	12,334
Taylortown	\$73,451,100	\$341,548	837.9	0.68%	0.19%	722
Vass	\$53,049,460	\$246,680	2,069.3	0.49%	0.46%	720
Whispering Pines	\$378,886,230	\$1,761,821	2,564.7	3.53%	0.57%	2,928
Municipal Total	\$6,701,884,940			62.39%	9.96%	42,004
Balance of County	\$4,039,848,680	\$18,785,296	406,476.2	37.61%	90.04%	46,243
Whole County Totals	\$10,741,733,620	\$49,949,081	451,446.0	100.00%	100.00%	88,247

Table 2.2: Moore County Taxable Value



Moore County's municipalities account for 62.39% of the County's total tax value at \$6,701,884,940.

Figure 2.4: Moore County Market Value per Acre

Historical Moore County Population Estimates

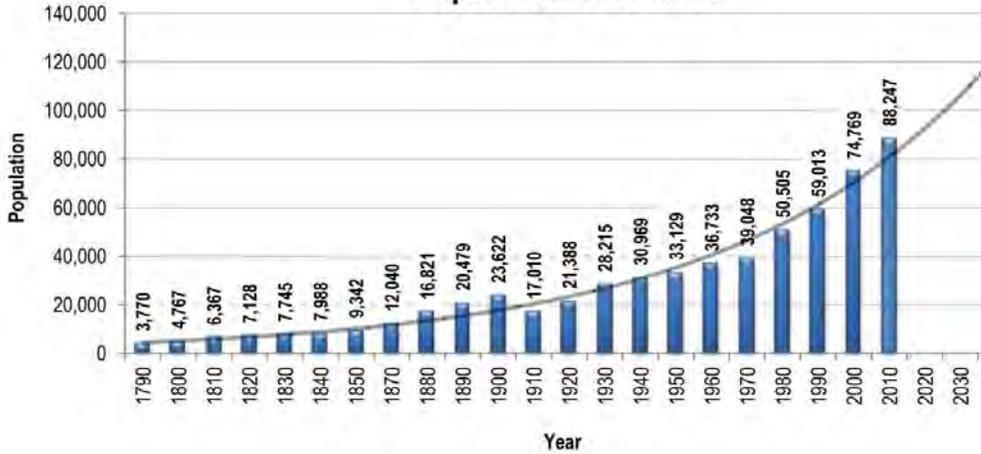


Figure 2.5: Historical Moore County Population Estimates
Source: U.S. Census Bureau - Decennial Census Data

Moore County Population Change

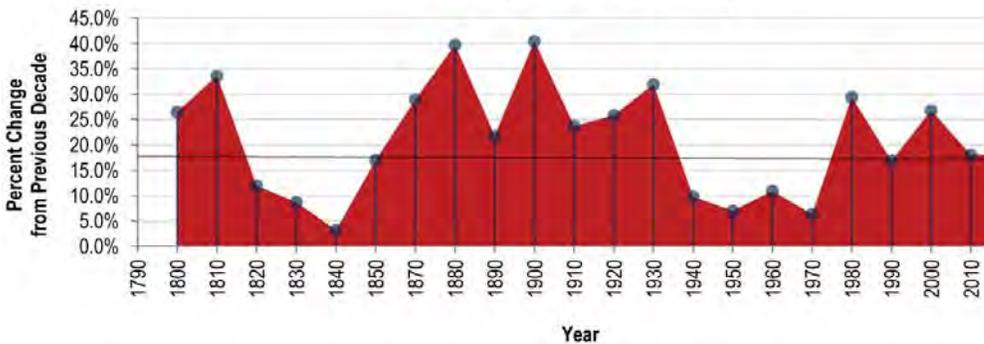


Figure 2.6: Moore County Population Change
Source: U.S. Census Bureau - Decennial Census Data

Moore County Future Population Estimates

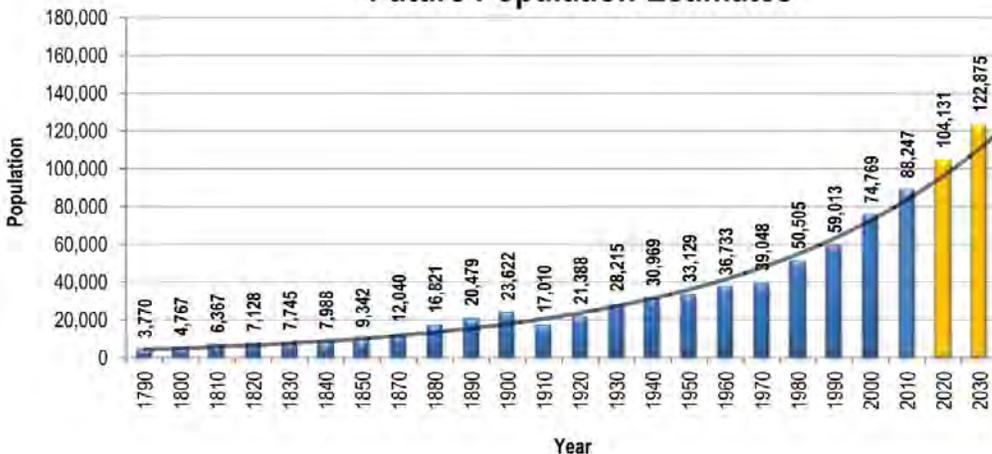


Figure 2.7: Moore County Future Population Estimates
Source: Moore County Planning & Community Development

Future Growth Projections

Moore County's growth has fluctuated over the past 50 years, but has maintained an average growth rate of 18.0% per decade. The chart below shows that population growth since 1790 of Moore County to 2010. Since 1960, Moore County has grown by 51,514 people.

Utilizing the 18.0% average growth rate, Moore County could potentially see a population of more than 122,000 people by 2030. The projected growth rate of Moore County is slightly higher than the exponential trend line that was generated based on historical census data.

Moore County could potentially see a population of more than 122,000 people by 2030.



Courtesy of: Sandhills Photo Club (Margeson)

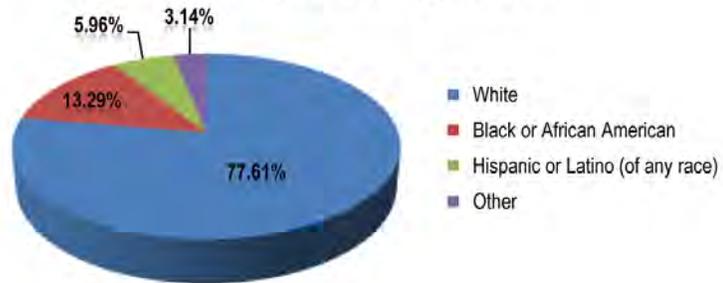
Population by Race

The largest majority of Moore County's population is non-Hispanic whites, making up 80% of the total. However, 13.4% of the total population is African American, with a 6% Hispanic/Latino population. The black or African-American population has actually dropped since 1990, when they made up over 18% of the total Moore County population, but is still the largest minority group. The Hispanic or Latino (of any race) is low in Moore County as compared to Cumberland, Harnett and Randolph Counties.

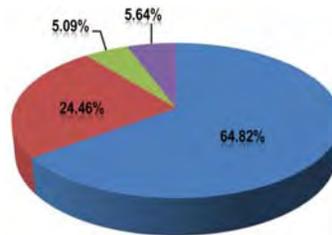
Robbins, in northern Moore County, and Siler City in western Chatham County are approximately 50 percent Hispanic. Currently, Robbins has a population of 1,097 with 552 (50.3%) being Hispanic. This growth in Robbins is valuable to the viability of the Town, as opposed to the potential decline that could occur due to the loss of important manufacturing jobs. The Town of Vass has also seen an increase in the Hispanic population, which is above the state average.

Figure 2.8: Moore County Population by Race
Source: 2010 Census Redistricting Data (Public Law 94-171) Summary File

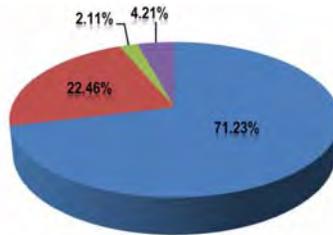
Moore County Population by Race



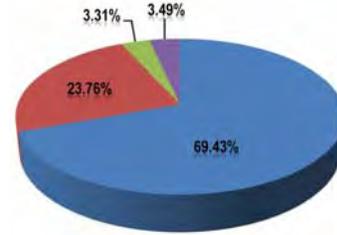
Aberdeen



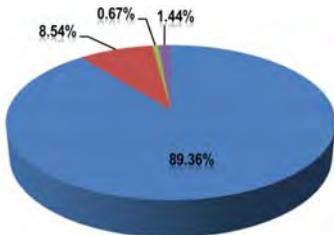
Cameron



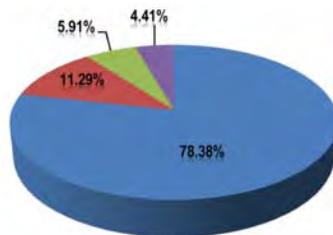
Carthage



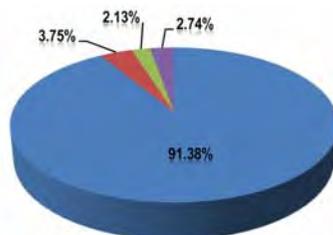
Foxfire



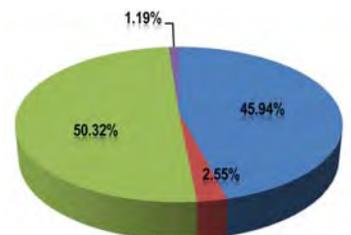
Pinebluff



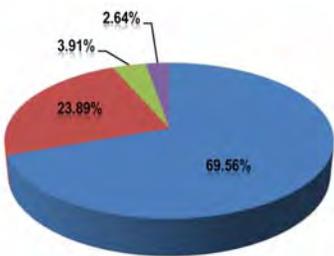
Pinehurst



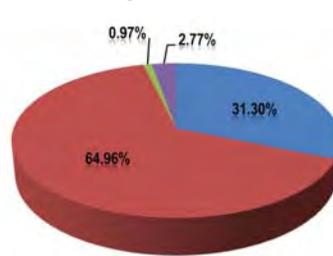
Robbins



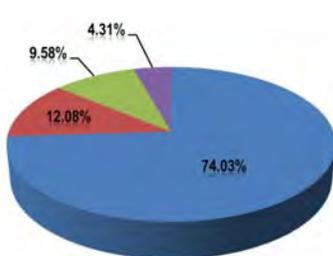
Southern Pines



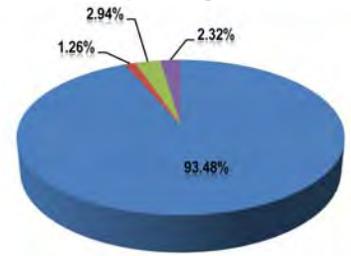
Taylortown



Vass



Whispering Pines



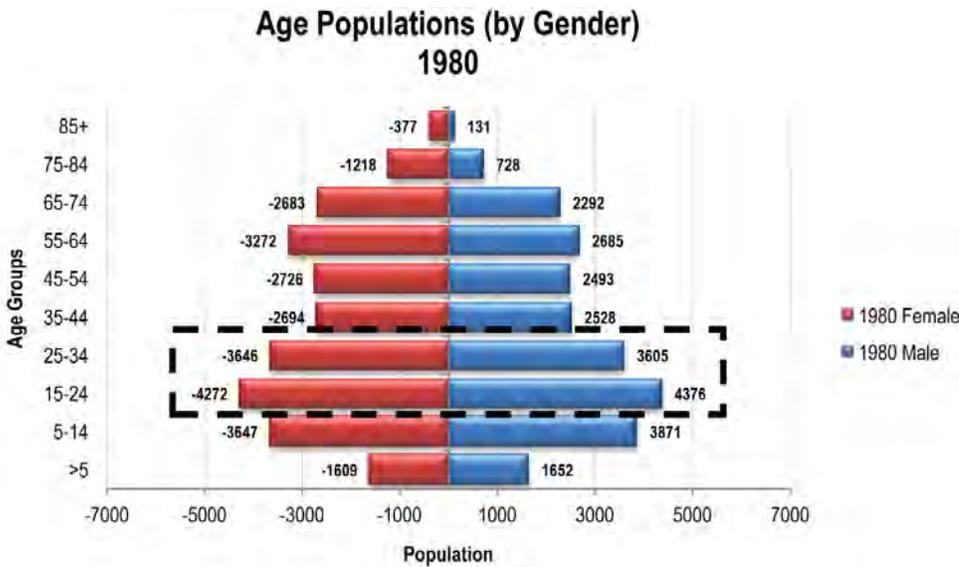


Figure 2.9: Moore County Age Populations (by Gender) - 1980
Source: U.S. Census Bureau

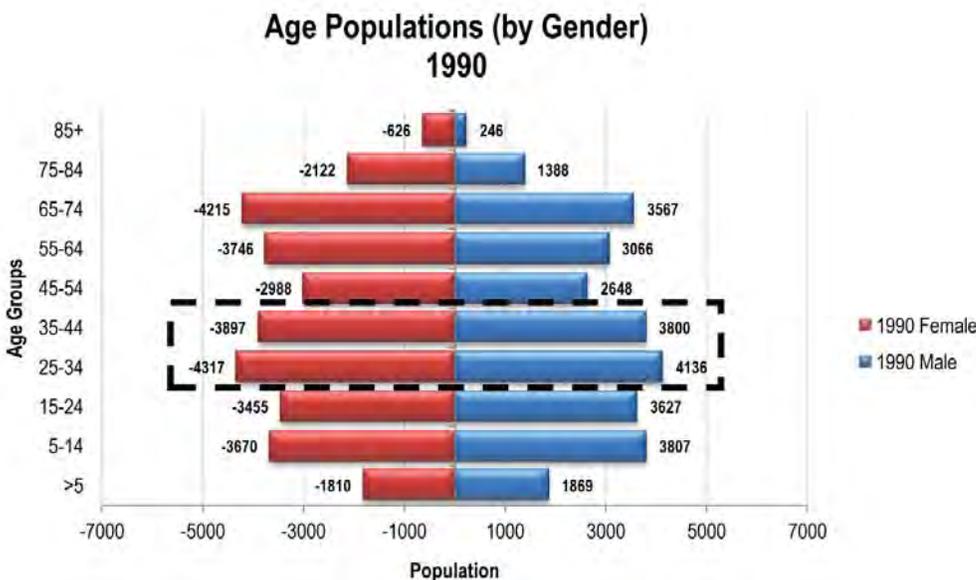


Figure 2.10: Moore County Age Populations (by Gender) - 1990
Source: U.S. Census Bureau

Population by Age/Gender

Since 1980, the 55-64 age population (5,957 pop.), also the core of the Baby Boomer generation, has more than doubled, with a current population of 12,141. This age demographic has seen a large growth surge due to the retirement nature of the Pinehurst area to the point that one in every four residents of the county are considered elderly. Moore County is well-known as a retirement destination with the resort lifestyle and many golf course oriented communities throughout the county. Almost 23% of Moore County’s population is over 65 years of age compared to little more than 13% statewide. The median age has increased from 42 to 45 in the last ten years and the county’s median age is the highest of almost any county in North Carolina. During that time the 65+ segment of the population grew by 29.5%. With the ‘Baby Boomer’ generation beginning to retire, future growth in this age demographic is anticipated.

This exceeds the top five states in the nation (Florida, West Virginia, Maine, Pennsylvania and Iowa) who have the largest percentage of people 65 years or older. The older population grew 15.1%, while the total population grew just 9.7%. Moore County’s 85 years and older population is also highest among the nation, with 3.4% of the total County population, or 2,958 people. The female gender makes up 52.2% (46,071) of the total Moore County population with a median age of 46.5. This is largely due to the retirees and longer life expectancy for women. The following charts depict the County’s population by age class over the past four decades. The dashed line denotes the “Boomer Generation” as their age increases over the decades. A notable point about the Baby Boomer generation in Moore County is that it is a steadily growing demographic. In the planning profession much attention is being brought to the issue of how

planners should respond and plan for this trend. As people age their ability to be mobile often diminishes making it more difficult for the aged to access goods, services and social opportunities. Much of this age group in Moore County lives in neighborhoods that are not conducive to walking to obtain goods and services nor are they planned to be efficient for public transportation. Responding to this issue through land use planning is one of the best ways to deal with this concern facing the County's aging population.

Not only has the older population grown, but so has the younger demographic as families continue to grow and re-locate in Moore County. The 5-14 age population has grown by 44%, indicating a change in the overall demography, meaning one in every six residents is school age. This increase is expected to continue for the 5-14 year old cohort in the future. This is an important factor to consider in the land use planning process as an increase in this age class will require the County to consider the impacts on the existing school infrastructure. Additional students mean increases in school attendance, leading to the need for additional classroom space, new schools and more teachers. When, where and how to pay for the new school infrastructure will need to be at the forefront of the topic surrounding the County's growth in regards to this age class.



Courtesy of: Sandhills Photo Club (Barnard)

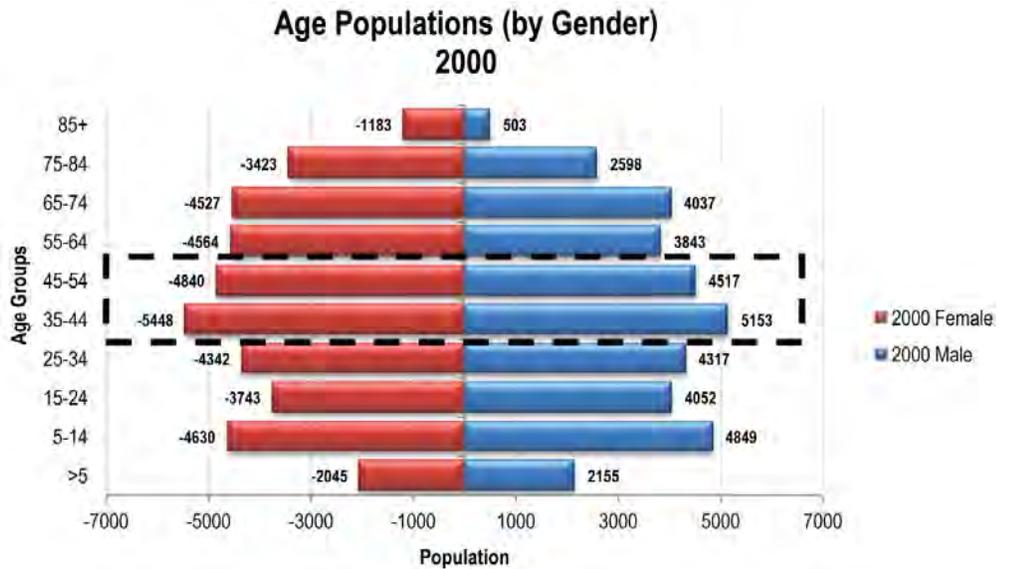


Figure 2.11: Moore County Age Populations (by Gender) - 2000
Source: U.S. Census Bureau

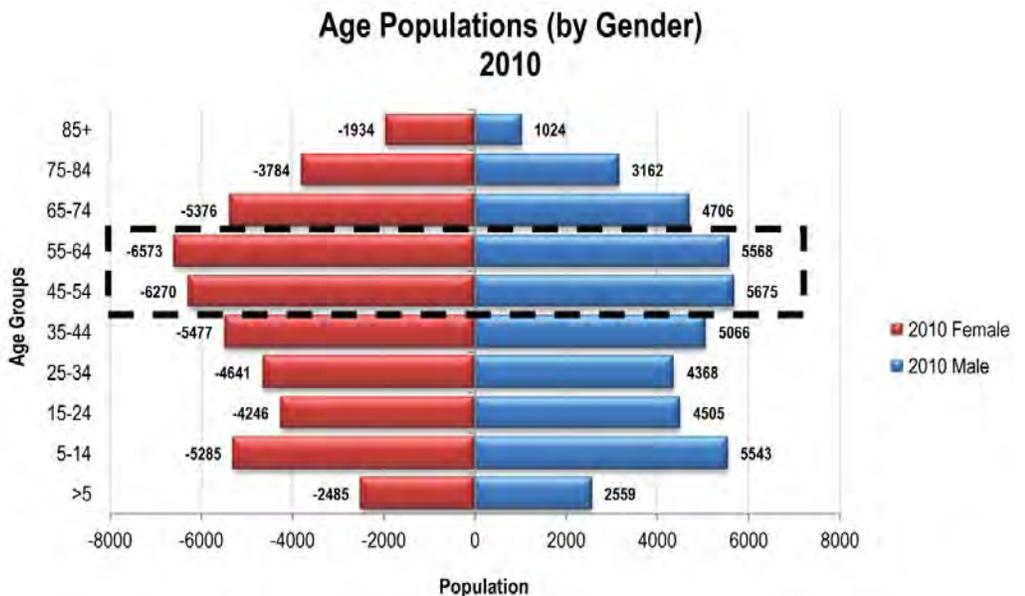


Figure 2.12: Moore County Age Populations (by Gender) - 2010
Source: U.S. Census Bureau

Housing

Moore County had a total number of 43,473 housing units in 2011. Of those housing units, only 34,625 were occupied housing units (85.4%), with 8,848 vacant housing units. Currently, Moore County has a 2.53 average household size for owner-occupied units. According to the American Community Survey 5-Year Estimates, of the 34,625 occupied housing units, 26,213 (75.7%) are owner-occupied versus 8,412 being renter-occupied.

The median value of homes in Moore County is \$192,500, which is high compared to adjacent counties. Chatham County was the only other county in the region that had a higher median home value of \$204,100. The median rent for a rental unit within Moore County was \$683 which is approximately the average of all the median rents from surrounding counties. When compared to the median home value for Moore County, the median gross rent is quite low yielding a viable option for people that can't afford to purchase a home.

Households and Families

Families (married-couples and other families) made up 69 percent of the households in Moore County in 2011. Of the other families, seven (7) percent are female householder families with no

husband present and have children under the age of 18. Non-family households made up 31 percent of all households in Moore County. Most of the non-family households were people living alone, with some being comprised of people living in households in which no one was related to the householder. Of all the households, 26 percent have one or more people under the age of 18, with 38 percent of all households having one or more people 65 years or older. Among the age group 15 years or older, 57 percent are males and 55 percent are females, whom are currently married.

The median value of homes in Moore County is \$192,500, which is high as compared to adjacent counties.

*Images (top to bottom):
Courtesy of: H&H Homes, Savvy Homes,
Bowness Custom Homes*



Counties	Total Housing Units	Occupied Housing Units	Owner-Occupied	Vacant	Single-Unit Structures	Multi-Unit Structures	Mobile Homes /Other	Median Home Value	Median Gross Rent
Moore	43,473	34,625	75.7%	20.4%	75.0%	11.2%	13.8%	\$192,500	\$683
Chatham	28,304	25,251	79.7%	10.8%	78.9%	6.4%	14.7%	\$204,100	\$769
Cumberland	134,705	118,117	57.8%	12.3%	68.3%	20.8%	10.9%	\$123,400	\$820
Harnett	46,209	40,262	67.6%	12.9%	68.2%	7.6%	24.2%	\$128,500	\$724
Hoke	17,789	14,808	72.7%	16.8%	70.6%	4.4%	25.0%	\$126,700	\$735
Lee	23,940	21,069	68.8%	12.0%	68.8%	14.0%	17.2%	\$135,500	\$677
Montgomery	15,826	10,166	73.1%	35.8%	59.3%	4.3%	36.4%	\$87,800	\$524
Randolph	60,833	54,897	73.8%	9.8%	69.6%	9.5%	20.9%	\$122,400	\$622
Richmond	20,771	17,292	69.0%	16.7%	66.5%	8.1%	25.4%	\$74,000	\$535
Scotland	15,211	13,075	66.2%	14.0%	60.0%	11.9%	28.1%	\$75,600	\$621

Table 2.3: Housing Comparison

Residential Construction Rates

Since 2000, Moore County has seen a decrease in the construction or addition of manufactured homes, while a steady increase of site built homes until 2008, due to the economic downturn in the late 2000 time frame. In 2007, the County saw the construction of over 440 site built residential units, as opposed to the 212 constructed in 2008. Since that time, the number of site built homes has maintained a steady level of construction, but nothing compared to 2007 permit numbers. The chart (right) does not include the permits issued for Aberdeen, Pinehurst, Pinebluff, or Southern Pines.

The chart below (Figure 2.14) depicts the number of residential permits issued since 2000 within Aberdeen, Pinehurst, Pinebluff, Southern Pines and Moore County. Each municipality showed an increase in residential permits until 2007, which was the time of the late 2000 economic downturn. Since that time, permits have steadily increased at a slower rate than the previous years.

**Percentage of Site Built vs. Manufactured Homes
(Excludes Aberdeen, Pinehurst, Pinebluff & Southern Pines)
2000-2011**

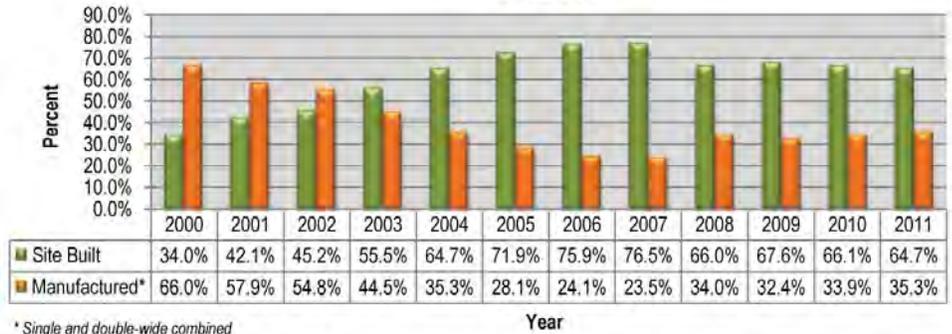


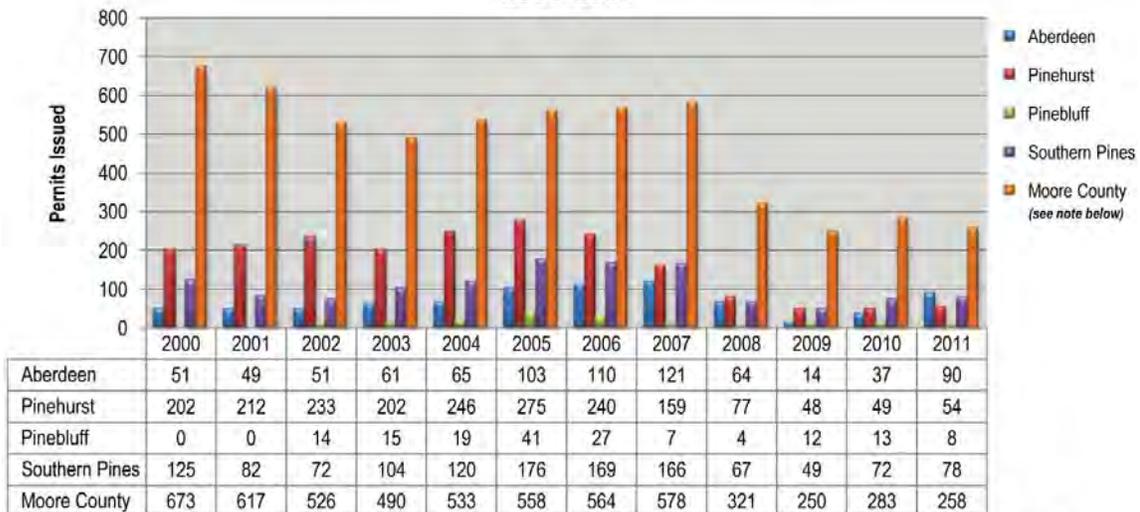
Figure 2.13: Percentage of Site Built vs. Manufactured Homes (2000 - 2011)
Source: Moore County Planning & Community Development (2000 - 2011)



Courtesy of: Sandhills Photo Club (German)



**Residential Permits Issued
2000-2011**



Note: Moore County Building Permits include the following municipalities: Cameron, Carthage, Foxfire, Robbins, Taylortown, Vass, and Whispering Pines

Figure 2.14: Residential Permits Issued (2000 - 2011)

Source: U.S. Census Bureau - Annual New Privately-Owned Residential Building Permits

Household Incomes

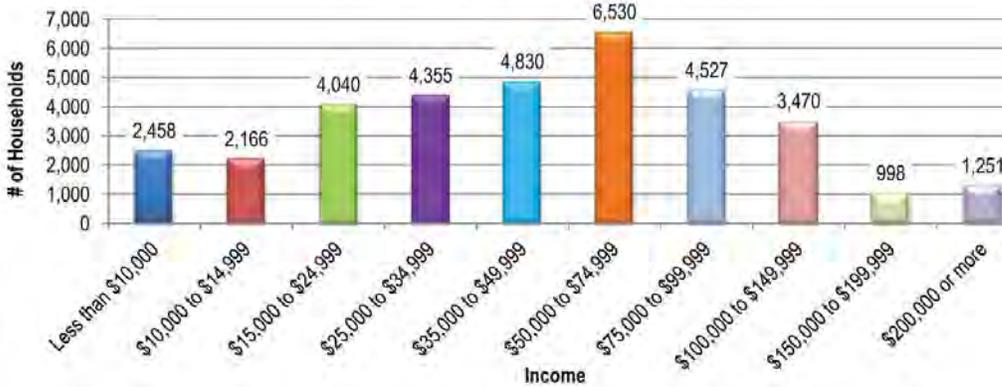


Figure 2.15: Moore County Household Incomes
 Source: U.S. Census Bureau - American Community Survey 2011, 5-Year Estimates (DP03)

Household Income

Based on the total number of households (34,625), the median household income in Moore County is \$48,348, which is slightly higher than the North Carolina average. Chatham County is the only adjacent county that has a higher median household income of \$56,935, mostly due to the county's close proximity to the Research Triangle Park (RTP). The current mean household income for Moore County is \$64,779. Based on the total number of families (23,619), the median family income is \$63,139 with a mean family income of \$78,163. Less than 40% of all households make less than \$35,000 per year, while 16.6% of households make at least \$100,000 per year.

With Moore County having a large amount of retirees, more households have a higher mean retirement income compared to adjacent counties. The chart below depicts the total number of households in each county, with the mean retirement income. Moore County has a significantly higher retirement income compared to the number of households. Over 9,300 Moore County residents currently have a retirement income.

Based on the total number of households (34,625), the median household income in Moore County is \$48,348, which is slightly higher than the North Carolina average.

Households With Retirement Income

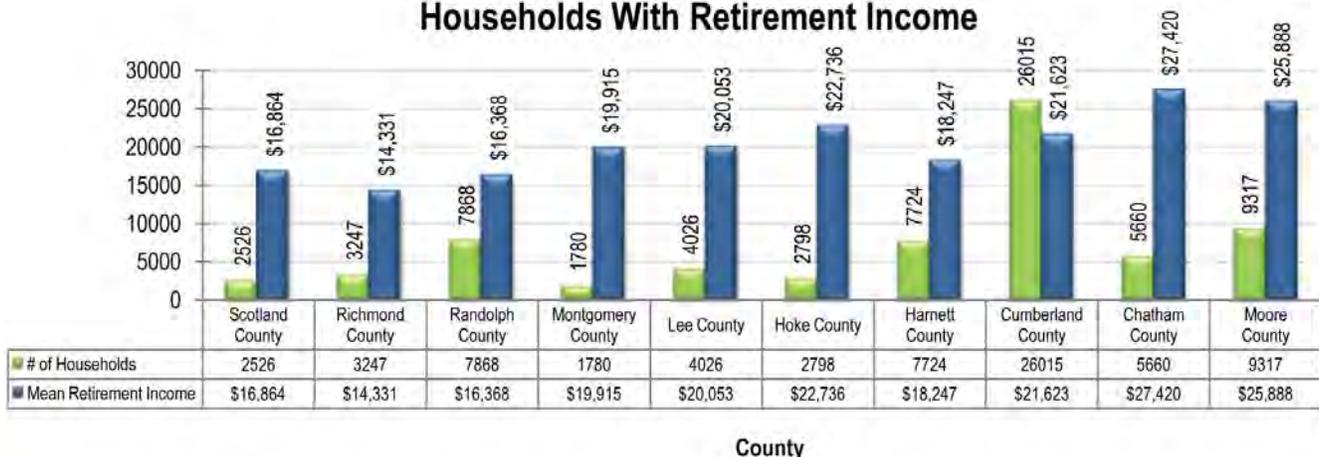


Figure 2.16: Households with Retirement Income
 Source: U.S. Census Bureau - American Community Survey, 2007 - 2011, 5-Year Estimates (DP03)

Affordable Housing

A discussion surrounding the need for affordable housing must begin with an understanding for whom this housing is intended for, what housing options currently are available to fill the existing need, and what will be necessary in the future in these regards. This section of the plan identifies three main segments of the County’s population that are in need of affordable housing options: elderly, children, and members of the County’s workforce.

Elderly

A community’s elderly population may be particularly in need of affordable housing as their income is often fixed or decreased later in life making people more vulnerable to costs associated with housing. The following examines available Census data from 2000 and 2010 specifically for Moore County in regards to age, income and poverty status, housing types and associated costs, and household status for Moore County’s elderly population in an effort to assess the need for more affordable housing options targeted toward certain segments of this population.

Age

Moore County’s median age has grown from 42 to 45 over the past ten years from 2000 to 2010, and is one of the highest County median age statistics in the State. This significant change is due to the growth of the County’s 45 and older population segment which grew by 29.5% from 2000 to 2010 underscoring Moore County’s popularity as a destination for the retiree population.

Of those individuals in the County over 45, the 45-64 age group, commonly referred to as the baby boomer generation, grew at a rate of 35.6% from 2000 to 2010 compared to a growth rate of 18.2% for the County as a whole. The 55-64 year old population grew at an astounding 44.4% during this same time period. While these two age groups may have seen the highest population growth by sheer numbers, the County’s 85+ year old population grew at the most astounding rate of 75.4%, almost double that of the State, bringing Moore County’s 85+ population to 2,958 as

published by the 2010 U.S. Census Bureau.

Income & Poverty Status

In 2010, 9.7% of the population (or 1,861) over the age of 65 was listed as employed in the work force while the remaining 90.3% were either unemployed or retired. In 2010, 40% of households held by someone over the age of 65 made less than \$30,000 per year while 7% made less than \$10,000 per year. The 7% of householders making less than \$10,000 per year is almost synonymous with the individuals over the age of 65 living in poverty, or about 1,268 people. However, this last statistic is about three percentage points less than the State average. Lastly, of those in poverty 27% is made up of those individuals over the age of 65.

However, the number of individuals over the age of 65 living in poverty decreased (by 21%) from the 2000 to the 2010 Census. This situation may be due in part to the transfer of wealth to the baby boomer population from their parents or other family members (aunts/uncles). Projecting into the future statistics show this fact may be a bit of a phenomenon because baby boomers are living longer during a period of time when healthcare costs are at an all-time high and returns on investments are at an all-time low. This means that the baby boomer generation may spend much of its inherited wealth rather than being able to pass it along to their children or families. Furthermore, based on current income for

the age groups of 45-55 (12% make less than \$20,000) and 55-65 (13% make less than \$15,000) these two groups may be prone to live in or near the poverty level once they reach the age of 65. In turn, this may drive up the County’s statistics for those in poverty over the age of 65 in the future.

Lastly, 29.2% (or 5,835) of people over the age of 65 reported to the 2010 Census that they have a disability, far less than the State’s overall percentage of 43.4% for those over 65. Those over the age of 65 with a disability are often times those who are on a fixed income making them some of the most susceptible to the rising costs of healthcare, home ownership or rent, and other necessary goods and services.

Housing & Household Status

Over 38% of all owner-occupied households in Moore County are owned by those over the age of 65 and 58.9% of all owner-occupied households in Moore County are owned by those over the age of 55. This is an important statistic to analyze in regards to affordable housing because of the costs associated with homeownership for the elderly population who are often on a fixed income. Most elderly individuals’ fixed incomes can’t absorb the high cost of a new roof, heating and/or cooling systems, new windows, or even handicap up-fits around the house.

Conversely to the owner-occupied householder, those over the age of 65 occupy only about 23% of renter-occupied housing units in the County according to the 2010 Census. Furthermore, a growing trend exists in Moore County that individuals 45-54 and 55-64 age groups are renting at a higher rate than in the past.

Both the costs of home ownership as well as gross



Moore County Community Development Housing Rehabilitation Project

rent costs increased by about 4% for the over 65 population from 2000 to 2010. However, renting appeared to be significantly more costly than owning your own home for those over 65. Our research noted that 44.4% of renters over the age of 65 pay more than 30% of their household income to rent. This compares to just 21% of those over 65 who pay more than 30% of their household income toward owning their own home.

In the 2000 Census, it was noted through research that 23% (or 637) of women over the age of 65 living alone lived in poverty compared to just 14.3% of males who lived alone. It is important to note that women live longer than men and therefore, will incur more housing costs (and other costs, such as health/medical) over an average lifespan. Therefore, single females living alone over the age of 65 comprise some of the greatest need for affordable housing in the County.

As people age they require more diverse types of housing. Owning a home is one option, but another is housing with services attached, including various levels of independent living and nursing home care. There is typically a broad demand for rental housing and subsidized rental housing in particular. Unfortunately, the market for both these types of housing has declined in recent years. Housing and Urban Development has significantly reduced funding for subsidized rental projects in the mold of Providence Place (a subsidiary of St. Joseph of the Pines) here in Moore County. The Low Income Housing Tax Credit market, another option for the provision of affordable housing for seniors, has also experienced a severe decline in interest by investors. In addition, the private market itself has not kept pace with demand resulting in a severe shortage of affordable housing and an increase in rent costs nationwide.

Current Opportunities

There are two basic types of affordable housing opportunities for seniors in Moore County not requiring assisted-living. One type is place based, this is housing with property management and, in some instances, management of the community of persons living at the property. Place based assistance has age limits attached to it. The federal agencies providing the funding for affordable senior housing, including Housing and Urban Development (HUD) and the Rural Development branch of the United States Department of Agriculture (USDA), both have 62 years of age as a minimum age of admittance to their place based affordable senior housing. Another type of opportunity is tenant based, this is a voucher system that is not age restricted, but which persons of any age (including seniors) can access.

Those over the age of 62 who are not homeowners have the following place based affordable senior housing options in Moore County:

Affordable Senior (62+) Housing Options in Moore County			
NAME	LOCATION	UNITS	SERVING
Jackson Terrace (I & II)	Carthage	38	Seniors (62+)
Pinebrook Apartments	Southern Pines	34	Seniors (62+)
Pine Hill Apartments	Aberdeen	40	Seniors (62+)
Providence Place	Aberdeen/Carthage/Robbins	117	Seniors (62+)
TOTAL:		229	

Table 2.4

In total there are 229 units in place based housing in the county dedicated to those aged 62+. The Southern Pines Housing Authority has place based subsidized housing that is not dedicated to any particular age group, they presently serve 15 persons aged 55 to 61 and 20 persons aged 62+. Sandhills Community Action Program (SCAP) indicated their Section 8 tenant based rental voucher program serves 57 persons aged 55 to 61 and 102 persons aged 62 and older.

Place Based and Tenant Based Subsidized Housing in Moore County			
NAME	TYPE	# SERVED	AGE RANGE
SP Housing Authority	Place Based	15	55 to 61
SP Housing Authority	Place Based	20	62+
SCAP	Tenant Based	57	55 to 61
SCAP	Tenant Based	102	62+

Table 2.5



Furthermore, a growing trend exists in Moore County that individuals 45-54 and 55-64 age groups are renting at a higher rate than in the past.

Consolidating the information from this survey of local housing provides the following summary of housing opportunities:

Place Based and Tenant Based Housing Options for Non-Homeowners in Moore County Aged 55 to 61 & 62+		
AGE	VOUCHERS	PLACE BASED
55 to 61	57	15
62+	102	249
TOTAL:	159	264

Table 2.6

It is difficult to compare the amount of need for affordable senior housing in Moore County with the available units. First, the American Community Survey (ACS) reports poverty data for persons from 55 to 64 and from age 65 and older. This spans the 62 years of age threshold provided by the affordable place based housing in the area and means that some residents in place based housing are located in the 55 to 64 bracket and others in the 65 and older bracket. Second, the ACS does not indicate homeownership as a qualifier in its data for poverty and age. Some in these age and income brackets are homeowners. As a result a conservative estimate (below) can be made to determine homeownership for this population.

Moore County's Non-Homeowners in Poverty Aged 55 to 64 & 65+		
AGE ¹	# IN POVERTY	NOT HOMEOWNERS ²
55 to 64	1247	748
65+	1230	738

Table 2.7

Another difficulty with assessing the need is that the poverty threshold (which is the same for all 48 contiguous states) is not the measure used by place- or tenant-based housing administrators to determine eligibility. The measure used by these administrators is a percentage of the area's median income; this measure is determined for the county by HUD and is based on number of persons in the home. The lowest percentage of area median income is often higher than the poverty threshold, as a result a count of those below the poverty line actually under counts the number of persons who are eligible and in need.

Population at 100%, 125%, and 150% of Poverty Threshold in Moore County Aged 55 to 64 & 65+		
% OF POVERTY THRESHOLD	55 to 64	65+
Poverty Threshold	1,247	1,230
125% of Poverty Threshold ⁴	379	889
150% of Poverty Threshold ⁵	582	1,307

Table 2.8

From this information, there are approximately 2,500 persons aged 55 and above in Moore County that have income below the poverty line. Of this population, approximately 1,500 are not homeowners and thus in need of affordable housing options. There is a strong potential for having under counted the number of persons in this age category who are eligible for, and in need of, affordable place based housing. For those aged 62 and older there are 229 dedicated units and 102 persons currently availing themselves of the Section 8 voucher program. For those aged 55 to 61 there are 57 persons currently utilizing Section 8 vouchers. This means there are at least 1,500 persons potentially in need of affordable housing in these age brackets and less than a third of that need (423 persons) is currently being met. Further, there are no dedicated placed based affordable housing options for the 55 to 61 age group.



For those aged 62 and older there are 229 dedicated units and 102 persons currently availing themselves of the Section 8 voucher program.



1 American Community Survey 5-year estimates from 2007 to 2011. Table B17001. The 1230 persons over the age of 65 in poverty are comprised of 313 men and 917 women. The 1247 persons between the ages of 55 and 64 are comprised of 642 men and 605 women.

2 Applied 40% rate of homeownership to total population in poverty based on findings in "Understanding Poverty in the United States: Surprising Facts About America's Poor", Robert Rector & Rachel Sheffield: Heritage Foundation. September 13, 2011. The homeownership rate for all Americans is approximately 67%.

3 For example, the poverty threshold for one person in 2012 was \$11,170 and the lowest Area Median Income threshold for Moore County was \$13,250.

4 125% of the poverty threshold for a 1 person household is \$13,883.

5 150% of the poverty threshold for a 1 person household is \$16,660.

Children

Additionally, certain segments of the Moore County population under the age of 18 are in need of more affordable housing options as well. There is a significant and growing number of children under the age of 18 that are living in poverty. In 2010, 16.6% (or 14,649 of 88,247) of Moore County’s population lived in poverty. Of that, approximately 20.7% (3,832) of children under the age of 18 living in poverty, which has grown from 17.0% since 2000. At the same time, 2.9% (or 539) of all children living in Moore County do not have health insurance.

In the 2009-2010 school year, approximately 205 (or 1.7%) children in the Moore County school system had been identified as homeless according to MCS Administration. This number could be higher if adequate funding was available to more consistently and thoroughly document need. In 2012, approximately 2.2% (or 277) of all children aged 5-18 in the Moore County School System had been identified as McKinney-Vento students. During the 2010 – 2011 school year, 44.9% (or 5,746) of children in the Moore County School system were enrolled in the Free and Reduced Lunch Program, which was a 10-year high for the program.

There are currently a total of 1,629 subsidized housing units available to all Moore County residents who qualify based on need. However, there are only 1,434 privately owned subsidized apartments dedicated to those under the age of 65 in Moore County. Assuming on average, there are 2.5 children per household in Moore County, there would be a current need for an additional 277-865 affordable housing units just to house children in poverty.

Workforce

Another population segment of Moore County includes the general workforce and the need for workforce housing. Moderate income workers, which include teachers, nurses, firefighters, police officers, EMTs, as well as entry-level retail and commercial employees, etc. tend to make less than other segments of the workforce. (See Chart: Estimated Average Starting Salary, By Profession (Moore County) below). In 2000, approximately 18.2% (or 13,620) of the County’s population earned between \$15,000 and \$35,000. During this same time period, 69% of workforce households were owned by someone under the age of 44 years old. In 2010, only about 17% (or 15,000) of the County’s population made between \$20,000 and \$45,000 that year. Only 62.5% of the workforce households were owned by someone under the age of 44 years old the same year.

Estimated Average Starting Annual Salary By Profession (Moore County)	
Profession	Salary
Teacher	\$31,529
Registered Nurse	\$28,000
EMT-Basic	\$29,095
Sheriff's Deputy	\$33,697
Municipal Police Officer	\$28,536
Firefighter	\$28,849

Table 2.9

Future Considerations for Affordable Housing

Assuring the option of affordable housing within a community creates opportunity for citizens to establish a safe and stable living environment for the various age segments identified above. It is important as a community that affordable housing options are available to people at different stages of their life cycle, people with different needs, and different incomes. For instance, elderly adults and children that are too young to work still require adequate housing. Additionally, economic developers find it necessary to have affordable housing options available to attract and retain young professionals to our community. Stable and affordable housing that meets the needs of the identified segments of the population from above creates the opportunity for a stronger community of engaged citizens.

Second to housing costs for these segments of the population described above is the cost of transportation. So, from a land use planning perspective, it is important to consider that affordable housing options exist within neighborhoods that are in close proximity to public services, schools, places of employment, as well as goods and services.

Throughout the land use planning process, it was discussed that affordable housing needs to be a component of the plan. However, a more in-depth county-wide analysis should be conducted to determine how new affordable housing options could be incorporated into the community, as well as a comprehensive study of the County’s demographics to identify trends and support assertions in regards to this need.

Poverty and Disability

Moore County ranks just behind Chatham County for percentage of population below poverty level at 13.0% for surrounding counties. North Carolina as a whole has 15.5% of its total population below the poverty line, which is higher than Moore County. In 2011, 16 percent of people were at or below poverty. 23% percent of related children under 18 were below the poverty level, compared with 7% of people 65 years old and over. 13% of all families and 52% of families with a female householder and no husband present had incomes below the poverty level.

According to the Disability Status ACS 3-Year Estimate (2005-2007), the civilian, non-institutionalized population between 16-64 years of age had 7,046 people listed with some sort of disability. Of that 3,827 were male and 3,219 were female. Nearly 3,900 people were unemployed between the ages of 35-64, which is more than half of the total people with a disability. Only 17% of the unemployed were younger than 35 years old.

Moore County Veterans

Moore County has a civilian population (18 years or over) of 67,387. Of that 14.7% (9,880) are civilian veterans. According to the US Census, American Community Survey 2009-2011, almost 1,500 civilian veterans had a service-connected disability rating. This means that the civilian veteran had reported having a VA service-connected disability. Service-connected means the disability was a result of disease or injury incurred or aggravated during active military service. Of all the Moore County veterans, 17.5% (or 1,725) are disabled.

Percentage of Population Below Poverty Line (2010)

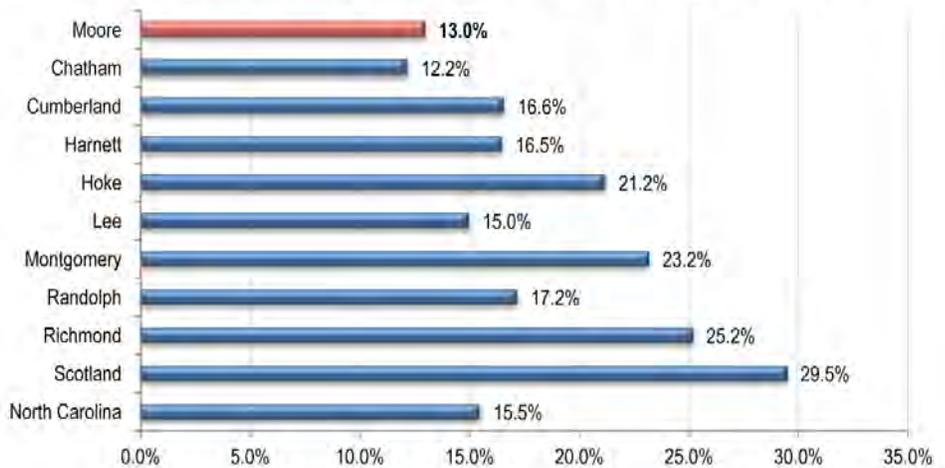


Figure 2.17: Percentage of Population Below Poverty Line (2010)
Source: U.S. Census Bureau - American Community Survey 2007 - 2011, 5-Year Estimates (DP03)

Educational Attainment

Over 20,000 people are enrolled in a school (e.g. pre-k, kindergarten, elementary, high school, or college) within Moore County. Moore County schools are dedicated to meeting the diverse needs of students while instilling the skills necessary for future success in business and industry. The County is served by (23) public schools, (2) charter schools, (8) private schools, and a community college. Based on performance measures such as SAT scores, Moore County continually exceeds state and national averages.

Of the age population 25 years and older (63,098), over 90% has at least graduated high school, with 38.6% of those graduating with a degree (Associate's, Bachelor's, or Graduate) from some institution. Only 84.7% of the North Carolina population 25 and older is a high school graduate or higher.

Moore County Percentage of Educational Attainment Level (Population over 25 years old)

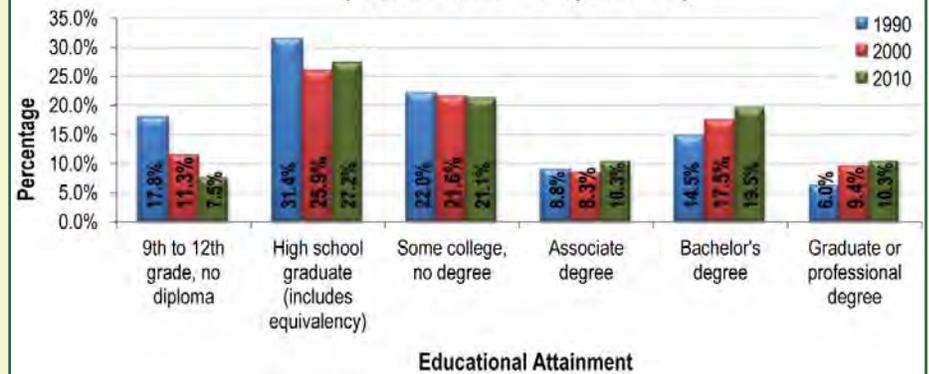


Figure 2.18: Moore County Percentage of Educational Attainment Level
Source: U.S. Census Bureau

Employment

The education and health services industries make up 33% of employment within the county. The leisure and hospitality industry makes up the second most employed industry, which supports the strong presence of golf in the area. Below is a current list of the top ten employers in Moore County. First Health of the Carolinas, Inc. is the largest employer in the county with over 3,000 total employees, which is almost 10% of the total civilian labor force.

In October 2012, there was a civilian labor force of 38,561. Of that labor force, over 35,000 people were employed with 3,087 unemployed (8.0% unemployment rate). This is less than the current unemployment rate of the State of North Carolina of 8.8%. Moore County has fared better than most of their neighbors except Chatham

County, which had an unemployment rate in October of 6.4 percent. Harnett, Lee, Montgomery, Richmond and Scotland counties all had double-digit unemployment rates in October 2012.

Since October of 2011, Moore County has seen a 2.0% increase in job creation in comparison to the 3.4% increase within the North Carolina. However, the unemployment rate is still currently 3.5% higher than in 2007 when the unemployment rate was at 4.5%. The civilian labor force has increased over the past five years by 1,219 people.

Many of the employed of Moore County live and work within the county itself. However, over 9,000 workers commute out of Moore County, with over 900 workers each commuting to Wake and Cumberland Counties. Cumberland

County is home to Fort Bragg, with many soldiers and officers living within Moore County. On the flip-side, almost 15,000 workers commute into Moore County, with over 1,100 workers each commuting directly from Richmond, Hoke, Lee, and Cumberland counties. In Moore County, North Carolina, 47 percent of the populations 16 and over were employed; 47 percent were not currently in the labor force. 78 percent of the people employed were private wage and salary workers; 15 percent were federal, state, or local government workers; and 8 percent were self-employed in their own (not incorporated) business.

	Employer Name	Industry Description	Employment Level
1.	FirstHealth of the Carolinas, Inc.	Hospital & Affiliated Entities	3,000+
2.	Moore County Schools	Public Education	1,794
3.	Pinehurst LLC	Hotel & Resort	500-999
4.	County of Moore	Governmental	500-999
5.	St. Joseph of the Pines	Senior Living & Health Services	500-999
6.	Sandhills Community College	Community College	500-999
7.	Wal-Mart Stores, Inc.	Mass Retail	250-499
8.	Pinehurst Medical Clinic, Inc.	Medical Center	250-499
9.	Trident Management, Inc.	Professional & Business Services	250-499
10.	Food Lion, LLC	Grocery Stores	250-499

Table 2.10: Moore County's Top Ten Employers by Employment Level
Source: NCDOC Division of Employment Security Workforce In-Depth



Historical & Cultural Assets

History of Moore County

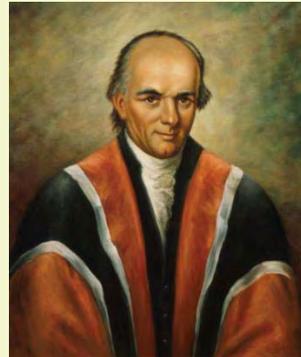
Archaeological findings indicate that Indians of the Siouan family inhabited the area that is now Moore County for more than a thousand years. They hunted and camped throughout the area and, in places, settled in villages. A well-used Indian trail, which crosses the County, is thought to have first been beaten out by buffaloes on their annual migrations from the piedmont to the coastal marshes. This trail, which later came to be known as the Yadkin Road, played an important role in the early settlement of Moore County.

Between the 1750's and the 1770's there was an influx of settlers, particularly Highland Scots, who immigrated to the colonies to escape harsh economic and political conditions, which existed in Scotland at the time. The Highlanders found the production of turpentine made for a more viable economic alternative to large scale agriculture in the poor soil of the Sandhills. The manufacture of naval stores, a term applied to the resin-based components used in building and maintaining wooden sailing ships, was established as a major industry of the vast forests of longleaf pine.

The American Revolution curtailed the arrival of settlers to the area and set the stage for bitter conflict. The Highlanders, who had taken an oath of allegiance to the King of England before leaving Scotland, remained loyal to the British throne; settlers in the "clay country" supported independence. Although no major battles were fought in Moore County the guerilla warfare between the two factions was bloody. The highlanders paid dearly for their political views after the defeat of the British, facing the scorn of their neighbors, and in some cases, confiscation of their property and exile from the State.

In 1783, shortly after the end of the

American Revolution, Cumberland County released the area now known as Moore County. The new County was named for Alfred Moore of Brunswick, a famous militia colonel in the Revolution, and later a Judge of the Supreme Court of the United States. The citizens quickly set about establishing their government. As the area recovered



Alfred Moore
Courtesy of: John Locke Foundation
(www.northcarolinahistory.org)

from the disrupting effects of the war and began to prosper, some schools were built and several industries flourished in the northern part of the County, including a gun factory in Robbins and a carriage factory in Carthage. The Sandhills area further south continued undeveloped.

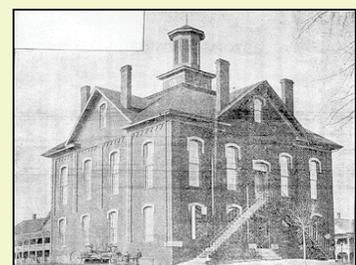
The Civil War put an end to all progress, as every able-bodied man went to war. After the war, Moore County had a long struggle to recovery. Lumber manufacturers were attracted to the virgin forests that had been established under the naval stores industry of the mid-late 1800s. Entrepreneurs found that land values were so low in this area; they could purchase the land as cheap as they could purchase the timber.

After cutting the timber, the majority moved south following the longleaf pine forests as they were opened up by transportation facilities. Little towns sprang up every ten miles or so along these rail lines to serve as shipping points. During the 1880s another industry developed in the Sandhills. At that time, there were a number of human ailments for which the only treatment was fresh air and mineral water. The area had an abundance of both. Soon, people wishing to improve their health or seeking "refuge from the northern air

quality and harsh winters" began to flock to resort towns. Jackson Springs is one such example. The natural spring having been found accidentally by a hunter named Jackson became the venue of a rich cultural community. The mineral water was recognized at the 1904 Louisiana Purchase Exposition in St. Louis, winning a silver medal for best medicinal water in America. Around this theme the community's amenities included a hotel, a 9-hole golf course, a large lake dotted with private cottages and an electric plant illuminating the hotel and annex. A young talented violinist

entertained guests while other recreational opportunities such as boating, swimming, croquet, tennis, horseback riding, bridge, dancing and bowling also drew visitors for the day or for an entire summer. Guests arrived by horseback, carriage or rail, sometimes at the rate of six trains per day. It was something to see with the train exiting onto the spur for Jackson Springs, then backing back out to proceed further down the line toward Star. The advent of the automobile allowing travelers a greater variety of vacation locations began the decline for Jackson Springs.

Hunt clubs became popular following World War II. Prior to that time, people were generally welcome to hunt the wild lands in their region. This open invitation was curtailed following the War. In response owners of large tracts or conglomerate owners of adjacent tracts opened their lands up to sport and subsistence hunting opportunities.



Moore County Courthouse (1898)
Courtesy of: www.carolana.com

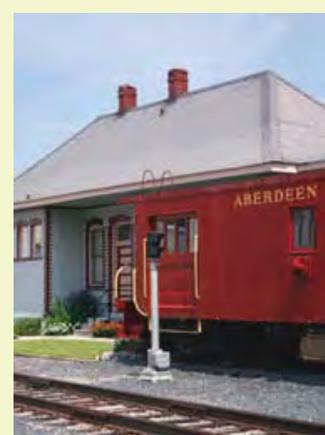
Towns, Villages, & Communities

Moore County has 11 incorporated municipalities, as well other villages and communities throughout the County. These areas have developed over the last 300 years, as Moore County has grown to what it is today. Below are brief historical backgrounds and descriptions of cultural assets of each community. **These summaries were obtained from the Convention & Visitors Bureau (www.homeofgolf.com).**

Aberdeen

Aberdeen’s humble beginnings date back as early as the 1700s when Highlanders fled Scotland for the shores of North Carolina and migrated up the Cape Fear River. Originally called Bethesda, in the mid-1850’s the name was changed to Blue’s Crossing, in honor of Malcolm Blue. Soon after, the Civil War brought turmoil and decimation to the area as many of the local men fought and died in battle. The men that survived returned to the area and started new businesses, laying the foundation for the era of prosperity to come.

With the completion of the Raleigh & Augusta Railroad after the Civil War, the improved transportation transformed Aberdeen into the commercial center of Moore County, allowing the tar, pitch and turpentine industry to blossom. Soon after, farming became a staple of the area, followed by the birth of the resort industry. Today, Aberdeen has embraced the history found in the downtown district, but has also progressed with



Union Station
 Courtesy of: Convention & Visitors Bureau



Village of Pinehurst
 Courtesy of: Village of Pinehurst (www.vopnc.gov)

the development of new businesses, charming shops, restaurants and hotels.

Pinehurst

In 1895, James Walker Tufts had a dream. As a philanthropist and a shrewd businessman, he felt there was a market for the development of an affordable health resort for the working class. With the help of the esteemed landscape designer, Frederick Law Olmsted, the designer of New York City’s Central Park, it took just seven months to create the Village of Pinehurst. When guests began arriving with golf clubs and invading nearby cow pastures to practice, Tufts made the decision to incorporate golf into the area’s offerings. Shortly afterwards in 1900, Tufts hired Donald Ross to design courses for the new facility. After thoughtful planning and the creation of a Ross design that infused Scottish links golf with the topography of the Sandhills, the legendary Pinehurst No. 2 was born. Since that time, Pinehurst No. 2 has been designated as a National Landmark and hosted numerous golf championships, including two US Open Golf Championships, with two more set for 2014. The resort currently has eight (8) operational golf courses.

Southern Pines

In 1887, the idyllic town of Southern Pines was developed on 675 acres of land purchased by James T. Patrick. Originally designed as a stopover for weary northern travelers heading to and from Florida, Southern Pines was built with the railroad

tracks running right through the center of town. This thoughtful planning, in conjunction with Patrick’s vision of turning the area into a health resort, allowed Southern Pines to become a successful and thriving community.

Through the decades, James Boyd and his family contributed to the growth and prosperity of Southern Pines. In 1903, the Boyd family built Weymouth Heights and developed 500 acres into lots for future homes. But perhaps the Boyd family’s most enduring legacy is their vision of a thriving equestrian community in Southern Pines. With over 4,000 acres of riding trails, Southern Pines now offers the Walthour-Moss Foundation, and hundreds of nearby horse farms.

Cameron

In 1857 the Raleigh & Augusta Railroad came to Cameron and was the end of the line for a while. The town was incorporated in 1876 and named for Paul Cameron, a railroad official. From 1880 to 1890, the Cameron-based, Muse Brothers Store was known as the largest department store between Richmond and Augusta. The introduction of the Lucretia Dewberry (a mild blackberry) in 1892 made Cameron the “Dewberry Capital of the World.” Today, Cameron is well known for its antique shops and on the first Saturday in May and October, an antiques fair is held and attended by thousands of visitors. The quiet residential town offers lots of antiques and treasures for every kind of collector.

Carthage

Carthage is the oldest town in Moore County, NC. It was incorporated in 1796 and serves as the county seat. Activities in Carthage have always revolved around the courthouse and still do today with the fifth and current courthouse still in use since 1922. The town itself was not laid out until 1803. The National Historic District of Carthage is proud of its more than 50 buildings and residences of historical significance dating back to the pre-Civil War period. From 1850's to 1920's, the town's growth was

due to its successful buggy industry. Alexander Kelly and Thomas Tyson founded the Tyson Jones Buggy Factory in 1855. This major industry remained the largest factory in Moore County into the 20th century producing the "Cadillac" of horse drawn carriages. At its peak in 1890, the factory turned out approximately 3000 vehicles per year. The horse drawn buggy brought prosperity to Carthage, but the automobile spelled doom for the buggy industry. However, the annual Buggy Festival of Carthage honors the town's heritage of carriage makers and is a great family-friendly event.

Foxfire

The Village of Foxfire is an area about seven miles southwest of Pinehurst. The early English and Scottish settlers called this area Piney Bottom in the early 18th century. Foxfire was said to have been the site of a small battle during the American Revolution around 1780. Due to the richness of the pine forest, settlers sold the timber for construction and turpentine production. Agriculture came to prominence in the 20th century featuring cotton, tobacco, corn and rye.

Peach orchards and vineyards were also plentiful.

In 1977, Foxfire was incorporated and sits on one of Moore County's highest elevations. Being a relatively newer town in Moore County, Foxfire maintains its tradition of being a pleasant, scenic and resort golf community. The golf course community was developed from an old 2,200 acre farm under the partnership of Roland McKenzie and Dan Tomlinson. It is a growing community with the addition of residential tracts suitable for horse farms.

Pinebluff

The Scottish influence is reflected in the names of the early towns and residents. Members of the Peter Blue family from Aberdeen were the original residents of Pinebluff. The Blues had great success in the agricultural industry with tobacco and raising cattle. John Patrick had the idea to duplicate his Southern Pines and bought 772 acres in 1884. His plan was to turn the area into a second resort. He named streets after fruits and nuts, and the avenues after northern cities. Patrick worked for 20 years at attracting new residents to Pinebluff. Unfortunately disastrous fires stunted the development of Pinebluff.

Dr. John W. Achorn, stepped up to assume the responsibilities of leadership in Pinebluff. Achorn along with his wife and her mother laid the foundation for Pinebluff to become a very pleasant residential area. Pinebluff has become home to many retirees and military families from neighboring Ft. Bragg and Pope Air Force Base. Pinebluff has a strong recreational program that centers around Pinebluff Lake. A "bedroom community," has developed in recent years for working class and young professional people who work in Fayetteville, Pinehurst, Southern Pines and surrounding towns and cities.

Robbins

The town of Robbins has roots that go back to the American Revolution. Alexander Kennedy, a gunsmith from Philadelphia, built a gun factory on the falls of Bear Creek, near present day Robbins. The business was very successful given the demand for rifles during the war. Due to the success of his business, many factories were established and the town became known as Mechanics Hill. There was a small gold strike that kept the town going until the Durham-Charlotte railroad came through in 1904. It was around this time that John Lenning, a wealthy businessman and railroad builder, laid out the streets to a new town nearby. In honor of his contribution the town was named after his daughter, Elise.

The community grew and once again the name was changed to Hemp as more textile manufacturing came to the area in the early 1900's. In 1930, a Russian immigrant, Karl Robbins purchased the Pinehurst Silk Mills in order to improve its operations and make it state-of-the-art. Many of the residents were employed by the mill which was a blessing during the Depression years. The citizens of Hemp honored Robbins in 1943 by renaming the town after him. It was recognition well deserved for a many that had done so much for the town. Today Robbins is a quaint town about halfway between Pinehurst and Seagrove. With the economic shifts in the last decades, the town is beginning to focus on outdoor recreational activities for tourists and promotes hometown businesses and potteries that reflect the small town hospitality that has carried it through many changes and challenges.

Taylorstown

Incorporated in 1987, the Town of Taylorstown has played an important role in the well-being and growth of the Village and resort. The town emerged as the resorts need to find ample housing for its growing workforce. One of Taylorstown's famous residents was Robert "Hard Rock" Robinson, a caddie



Buggy Festival
Courtesy of The Buggy Festival.com

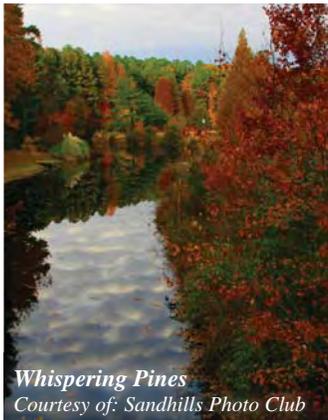
to world famous golf course architect Donald Ross, whose reputation as Pinehurst's most knowledgeable caddie is legendary.

Vass

Vass was settled by Scotsmen and has had many names over the years. Originally known as Bynum, for Joseph Bynum, an early settler, it later became Winder after Major Winder, an officer with the Raleigh & Augusta Railroad. But the name that remains today came from Major William Worrell Vass, another railroad official. Major Vass was a longtime paymaster for the Seaboard Air Line Railroad Company. Vass was a bustling town for commerce and agriculture, a railroad center and even a publishing center. Today it is a town noted for its community involvement and wholesome leadership. As an example, Vass residents Phil and Pasty Keith donated the building that houses the library (a Veterans Memorial). Books and funds were donated from the residents of Vass and the Bill and Belinda Gates Foundation donated state of the art computers.

Whispering Pines

Back in the late 1700s, Charles Hurd and Nicholas Smith received land grants from the king of England, and the area we now call Whispering Pines was born. Many others bought and sold the area's properties and lakes throughout the 18th and 19th centuries, but it was A.B. Hardee who realized the land's ultimate potential when he purchased 400 acres in 1959. Hardee developed his tract into a private golf course and residential community, and in just ten years, Whispering Pines became the first municipality in



Whispering Pines
Courtesy of: Sandhills Photo Club

North Carolina to be designated as a village. Today, Whispering Pines covers over 2,000 acres, features six lakes, sixteen miles of paved roads, two semi-private golf courses and an abundance of pristine stands of pines and hardwoods.

The following are other current and historical communities that have influenced the culture of Moore County:

Eagle Springs

The legend about the naming of Eagle Springs states that the town was named for a pair of eagles that built their nest in a huge pine tree at the mineral springs located west of the Eagle Springs Methodist Church. A baby eagle supposedly fell out of the nest and into the spring. Just south of the Methodist Church was a steam-powered sawmill and a shingle mill. North of the church was the railroad running east and west. Beside these tracks were peach packing sheds from which peaches were shipped to the north. Peach growers were the Page, the Bost and the Harrison families. Sand from the Bost Sand Pit was also shipped on rail cars. The railroad depot was on Academy Avenue (now Eagle Branch Road) and NC HWY 211.

The Warner Hardware Store had rooms to rent upstairs. There was a café and its second story was used for the Masonic Hall. Mrs. Hattie Stutts was the telephone operator and the "Central Office" was in her home. Other early stores were Wilbern Blake's and, possibly the oldest of the stores, N.J. Carter's. The Eagle Springs High School was also on Academy Avenue but it was not an accredited high school. Therefore, students, for at least their senior year, had to go either to Elise Academy in Hemp (now Robbins) or to Jackson Springs High School, both of which were accredited high schools. The Eagle Springs Elementary School was closed about 1944 and students were

bused to West End Elementary. In 1946 Moore County built a new elementary building at West End, at Vineland on NC 211, and a new building on NC 211 East in Eagle Springs. The elementary students again went to school in Eagle Springs until 1969 when they were sent to West End. The Eagle Springs Methodist Church was established in 1874; the Eagle Springs Baptist Church was established in 1901; the Eagle Springs Presbyterian Church was established in 1922 and was closed and joined with Bensalem Presbyterian Church in 1976. The Presbyterian Church Cemetery was placed under the care of the Presbytery of Coastal Carolina (formerly Fayetteville Presbytery). The Methodist and Baptist churches of Eagle Springs are still active churches. When NC HWY 211 was moved away from the old center of town, Eagle Springs, as it used to be, died. (source: Moore County - Small Area 'A' Plan)

Jackson Springs

Jackson Springs is a rural crossroads community that has a very rich history dating back to the mid 1700's. The town came about because of the mineral springs and the clear fresh water which has flowed without stopping for over two hundred years. In the early twentieth century, Jackson Springs flourished as a highly esteemed retreat, noted for its famous mineral water which could "cure any ailment". Legend has it that a man named Jackson was hunting one day and shot a deer. He tracked the deer by the trail of blood in the snow to the spring where he found the deer dead. There he discovered a huge bed of brown rock with a natural bowl or basin in it and clean water flowing from the rock. Mr. Jackson received a grant for the land and the place became known as Jackson's spring. Later the name was changed to Jackson Springs when someone discovered there are actually two different springs running from the huge brown rock, both containing mineral water.

Many years passed before a group of men decided to build a health resort in the late 1800's and early 1900's so more people could benefit from the water. Jackson Springs was a very fast growing and prosperous town for about thirty years. There was a school before the Civil War and for several years after an accredited high school with two dormitories for students, a depot and train which carried passengers and cargo (such as lumber, turpentine, mineral water, and peaches), bank, drugstore, doctor's office, hotel, hardware store, two general stores, two service stations, post office, three churches, grocery store, cotton gin, chicken hatchery, bowling alley, swimming pool, nine-hole golf course and tennis court, barber shop, dance pavilion where an orchestra played nearly every evening during the summer months, and a large lake for swimming, boating and fishing existed. There were large homes where residents lived year round and cottages used for summer retreats.

In 1904, members of the Page family attended the Louisiana Purchase Exposition, sometimes called the St. Louis Exposition or the World Fair at St. Louis. They took samples of the mineral water with them. It was judged the second best medicinal water in America, winning a silver medal. Jackson Springs had a water bottling plant and the water was shipped out by rail to various towns and cities. Many people traveled to Jackson Springs to stay at the hotel and drink the water. With the advent of the automobile, others drove in to fill their jugs and bottles to take home – a practice that continues to this day. In 1921, Jackson Springs became incorporated. The town encompassed the land within a one mile radius of the mineral spring. In 1952, the incorporation of the town was re-activated and a slate of officers was elected. Edgar Graham was elected mayor. The town received money from North Carolina to pave the streets and all the streets within a one mile radius were paved. There has been no active

municipal government in over fifty years. The hotel burned in the spring of 1932 and it was decided that it would not be profitable to rebuild. Gradually the other businesses closed as Pinehurst and surrounding areas began to grow and thrive. Few people are still living who can remember Jackson Springs in its heyday, but many of the people residing within Jackson Springs today have connections to the early settlers of the community and their heritage, which is very important to them. (source: Moore County - Small Area 'A' Plan)

Seven Lakes

Seven Lakes is the largest, unincorporated village in Moore County. Planned thirty years ago as a summer home and retirement community, it is now the fastest growing area in Moore County. Seven Lakes has a well-balanced mix of retirees and young professionals with children. There are three separate gated communities – Seven Lakes West, North, and South, which is named after its seven spring-fed lakes. Fred Lawrence, a Sanford businessman, developed the original project in 1973. Lake Auman, an 820-acre lake is found in the Seven Lakes West community.

Seven Lakes offers a wide range of activities such as boating, fishing, swimming, tennis, picnic shelters, play grounds, water sports and community centers. Seven Lakes also offers its own public stables, providing horseback and equestrian sports for its residents. Both gated communities offer golfing opportunities, including Beacon Ridge Golf Course and a members-owned Seven Lakes Country Club, which are

both rated four-star. While remaining an affordable place to live, Seven Lakes combines all the small town elements of a resort getaway with the comforts of a private gated community.

West End

In 1890, between Aberdeen and Carthage, traveling through the woodlands would bring you to Daniel McDonalds turpentine distillery. To help with the transportation of timber and naval stores from the fields to the commercial areas, McDonald cleared a path for a railway from Southern Pines to his turpentine distillery. Soon a non-traditional railway was constructed. It had wooden rails on huge cross ties and mule drawn cars were pulled along these ways, fetching timber from both sides of the tracts. The Aberdeen and Asheboro Railroad was completed along the McDonald right of way, in 1890. At the most western end, a town sprung up called West End.

Sadly, the Great Fire of 1898 destroyed all thirteen buildings in the downtown area of West End except for the railroad depot and the drugstore. In later years, the Sandhills Furniture Corporation mill was built and enjoyed many years of success. In 1965, Sandhills Furniture Corporation was sold to Stanley Furniture Company. Stanley Furniture Company was the largest employer in Moore County before it closed its doors in early 2000.

Many other communities within the County have played valuable roles in shaping Moore County, including, but not limited to Eastwood, Highfalls, Glendon, Westmoore, Haw Branch, Lakeview, Parkwood, and Woodlake.



Cultural Activities

Golf & Resorts

Moore County has always been known for its popularity in golf, with Pinehurst being considered the Home of American Golf. Currently, Moore County has 40 golf courses with four (4) approved to be developed over the next several years ((2) at Pine Forest Golf Club and (2) at Stonehill Pines). This attraction has been a huge tourism draw to the area, with developing golf course communities, restaurants, and hotels. Out of the 40 golf courses, 38 have a residential component to the golf course, whether single-family residences or condominiums located in and around the golf course. Golf courses have changed the landscape of Moore County over the past 100 years, since the first golf course was constructed at the Pinehurst Resort, completed by Donald Ross. According to Moore County GIS and calculated acreage, all the golf courses combined utilize 6,880 acres of land, equating to 10.75 square miles, which makes up 1.5 percent (1.5%) of the County's land area.

The United States Golf Association (USGA) has selected the ever famous Pinehurst No.2 to host the 2014 Men's and Women's United States Open Championships back-to-back. Pinehurst No.2 has hosted tournaments before, as well as Pine Needles, which hosted the 2007 Women's United States Open Championship. The area has attracted people, not only throughout the United States, but from around the world. These, as well as other golf courses, host many events throughout



Pinehurst No. 2 Golf Course
 Courtesy of: Pinehurst Resort (www.pinehurst.com)

the year, including the North and South Amateur Championships, Intercollegiate Golf Tournament, and the US Kids Golf Teen World Championship, to name a few.

Farming and Agriculture

Moore County's agricultural lands are an essential element of the county's rural landscape, making up more than three-quarters of the land base with croplands, pastures, and forests. The majority of the county's 800 farms are small, family-run operations; similarly, most of the forest tracts are held by families, yet these small entities combine to produce substantial quantities of agricultural and timber products. These 800 farms manage nearly 80,000 acres of farmland to produce an array of crop and livestock products for local, national and export markets. Farming in Moore County is primarily done on a small scale, but over 100 poultry farms combine to make Moore County one of the top ten producers of broiler chickens in North Carolina. Farmers and other families manage an additional 300,000 acres of forestland, much of it for timber and other forest products. Moore County is one of North Carolina's top ten producers of saw logs according to the USDA Forest Service Southern Research Station. Tobacco (both conventional and organic) continues to be a large part of the economy and agricultural economy of

Moore County. Tobacco produced in the Sandhills is in demand in the global market, especially China. Agriculture is important because the pastures, crop fields, and forests that cover 85 percent of the county define the rural landscape, support hard working families, and has continuously provided numerous economic, environmental and social benefits to Moore County, contributing



Courtesy of: Sandhills Photo Club (Gingerich)

greatly to the identity and pride of the area. See Chapter 3 – Our Economy and Infrastructure for more detailed information regarding agriculture in Moore County.

This asset has created an opportunity to have a Moore County Farmers Market, which was started in 1976 in downtown Southern Pines. Due to its growing popularity, since 2007, the Farmers Market has established three locations in Moore County to accommodate the increasing number of customers. This has also led to the creation of the Sandhills Green Farmers Market, Sandhills Winery Farmers Market, and the Sandhills Farm to Table Cooperative.

In August of 2012 the Moore County Board of Commissioners adopted the Moore County Working Lands Protection Plan which is a long-range plan developed to help perpetuate and even stimulate the agricultural economy of the County. (Copies of the plan are available in the Moore County Planning & Community Development Department, as well as the Soil & Water Conservation District office). The Plan covers in detail the state of agriculture in the County, as well as its challenges and opportunities. Included in the Plan are several Goals, Recommendations and Actions intended to help overcome industry challenges and to take advantage of opportunities that are identified. One such action item (Action 1.1.1) states that during the County's update of its Land Use Plan, a matrix should be developed to identify important agricultural areas as issues. (e.g. available water for agriculture).

Forestry

Privately-owned forestland comprises 305,002 acres, or 67 percent of the county’s land area, most of which is owned by individuals, not timber companies. The greatest concentrations of forests are found in the northern half of the county and along the western edge of the southern half. Twenty-five different forest types are found throughout the county; **Figure 2.19** displays the proportions of the most common types. Loblolly and loblolly/hardwood forests account for 59 percent of all forestland in the county. Loblolly is the primary tree grown for timber in the county because it has a relatively short rotation period of 30 to 40 years. However, while longleaf pines may have a slower start in life and require higher stand management costs up front, the high value of the longleaf pine straw and their higher saw timber values can often offset their upfront costs when considering the full life cycle benefits of the longleaf. Longleaf pines account for only five percent of total forestland. Hardwoods grow much slower, taking 60 to 90 years to reach maturity.

It is estimated that 74 percent of the private forests in the county are being managed for commercial production. Moore County can boast being in the top ten counties in North Carolina for the production of saw logs ranking third in 2007. Non-industrial forest owners generally sell their timber to a buyer who works for a wood processing mill, wood suppliers, loggers or timber brokers. In 2008, \$14.9 million was paid to private landowners in the county for timber that had a value of \$22.6 million at wood processing mills. The \$7.7 million difference was received by loggers, haulers and intermediaries.

Timber is a commodity that can be managed, harvested and possibly most important conserved for generations to come if proper reforestation efforts are implemented as part of a land

owner’s timber management plans. Moore County is the leader in the state for reforestation efforts with an average of 1,500 to 2,500 acres of timberland reforested each year. In 2010, a little over 1,000 acres were reforested but this amount is lower than in previous years due to the downturn in the economy. There are numerous cost share programs that can be used by landowners to offset the costs of reforestation. The programs offer assistance for tree planting and other forest management activities such as prescribed burns. Along with reforestation tax credits, there are many incentives for landowners to keep and maintain their woodland properties.

The longleaf pine, North Carolina’s state tree, once covered nearly 90 million acres of coastal plains in the southeastern United States. Today the forests cover only about three million acres. The forests, which burned frequently, were home to a wide variety of plant and animal species such as bobwhite quail, fox, turkey, deer, wildflowers and legumes. The longleaf pine tree is highly resistant to pine beetles, ice, and fire, and historically provided construction lumber, tar, and pitch for

buildings and ships; and a resin used to refine turpentine. The Sandhills region is one of the last remaining strongholds of longleaf pine in the country and several organizations, including Fort Bragg, The Nature Conservancy, U.S. Fish and Wildlife Service, Sandhills Area Land Trust, and Sandhills Ecological Institute, are working to restore and protect this vanishing ecosystem.

An underlying goal of these organizations is to protect the red-cockaded woodpecker, an endangered bird that lives predominantly in longleaf pine forests. These two species are important issues for Fort Bragg. In 1992, a U.S. Fish and Wildlife Service biological opinion resulted in significant training restrictions on the Fort as part of the requirements to recover the red-cockaded woodpecker. In order to meet recovery requirements for the woodpecker, Fort Bragg has been working with stakeholders to preserve and restore longleaf pine forests and manage critical habitat on private lands outside Fort Bragg. More than 12,000 acres of longleaf pine habitat have been preserved in Cumberland, Hoke, and Moore counties through the North Carolina Sandhills Conservation Partnership.

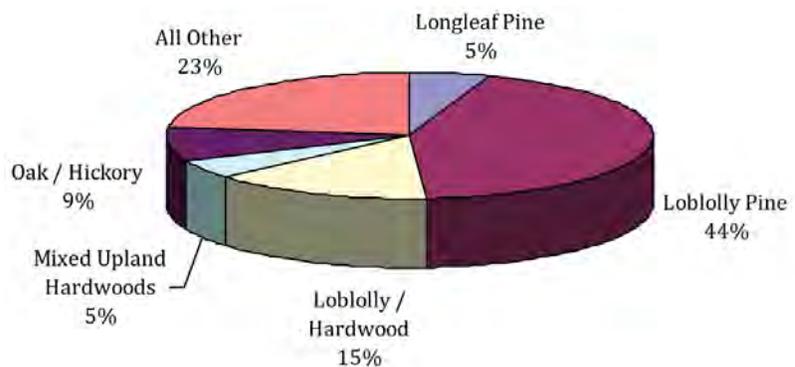


Figure 2.19: Proportion of Moore County Forestland by Forest Type
Source: U.S. Forest Inventory Analysis

Includes the 35,333 acres of woodland reported by farmers in the 2007 Census of Agriculture.

Jeuck, James and Robert Bardon. Income of North Carolina Timber Harvested and Delivered to Mills. NC Cooperative Extension Service, 2008. Raleigh, NC.

U.S. Department of Agriculture, Forest Service. Forest Inventory Analysis. 2007.

Equestrian

Horses have been a popular pastime for many citizens of Moore County. Each year, several events are focused around the equestrian community, including the “Blessing of the Hounds” and “Stoneybrook Steeplechase”. The southeast portion of Moore County mostly located along or off of Youngs Road is considered ‘Horse Country’ and is currently zoned for rural equestrian. This area includes the Walthour-Moss Foundation, which occupies over 4000 acres dedicated to horse trail riding and other equestrian activities. The foundation is also a wildlife refuge for the endangered red-cockaded woodpecker, deer, raccoons, fox squirrels and red and grey fox. North Carolina State University Equine Research Facility is located in this area, which is a branch of the NC State University’s Veterinary College.

Though Horse Country is commonly used to refer to this area of the county, it also extends to parts of Foxfire, Vass, Cameron, and The Harness Track in Pinehurst. The Pinehurst Harness Track was constructed in 1915, with the Pinehurst Jockey Club being formed in 1916 by Leonard Tufts, son of Pinehurst founder James Walker Tufts. Due to the growing popularity of horse and equestrian activities, many equestrian communities have sprung up across Moore County, especially on the fringes of Horse Country, such as The Meadows, The Fields, Morganwood, McLendon Hills, Grande Pines and Pelham Farms.

Pottery

The northwest area of Moore County is part of “Pottery Country”, a nationally recognized cluster of artisans and handcrafted pottery. The Town of Seagrove, which is located in Randolph County, is the center of “Pottery Country”. This area has been home to potters since the late 1700s. The pottery community is ran by nearly one hundred area pottery shops by potters who grew

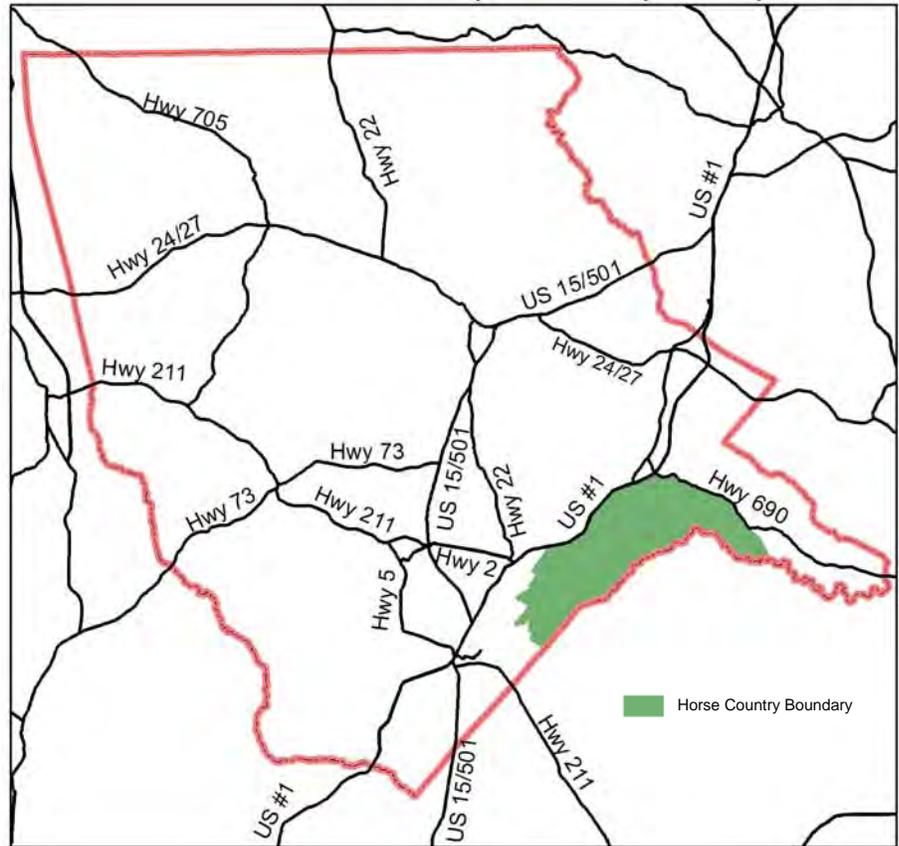
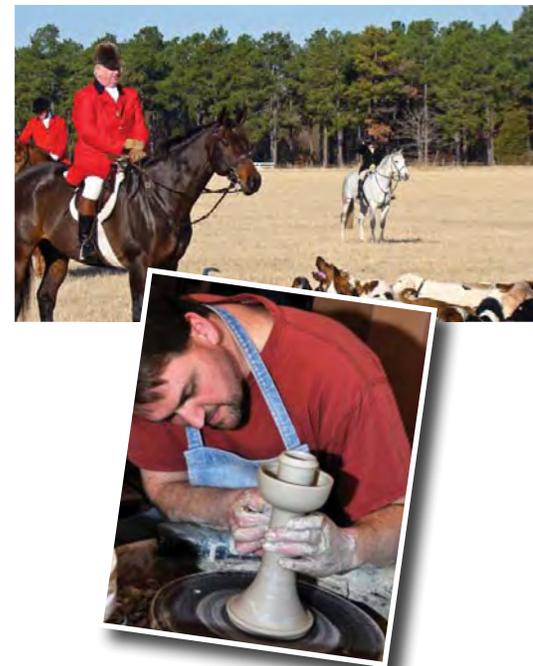


Figure 2.20: Moore County Horse Country Boundary
 Source: Moore County Geographic Information Systems (GIS), 2012

up in pottery families, inspired locals who learned the trade in area community colleges, and potters from other states attracted to the area. Several potteries are located along NC HWY 705 or its side roads, prompting the state to designate NC HWY 705 as the official “NC Pottery Highway”. This area is unique in that the ceramic history of the area began with the abundant and diverse natural clay deposits found in the vicinity. Native Americans were first to discover this resource and used it for both functional and ceremonial objects. These ancient pieces are among the most important remaining artifacts of early civilization. Since that time, immigrant potters, mostly English and Germans, discovered the area in the latter half of the 18th century recognizing the value of the local clay. Over the years, popularity of the area has grown and is currently home to over 100 local potters.



Military Training

Since approximately 1918 the area now known as Fort Bragg has been a training ground for the U.S. military. Since then the base has been a highly recognized military training venue for the U.S. Army, home to the 18 Airborne Corps, 82nd Airborne Division, and U.S. Army Special Operations Command, U.S. Joint Special Operations Command, (and previously the U.S. Air Force – Pope Air Force Base). Camp Mackall partially located in the southern portion of Moore County also serves as a training ground for the U.S. military. Today, Fort Bragg is now known as “the Home of the Airborne and Special Operations,” with approximately 57,000 military personnel, 11,000 civilian employees and 23,000 family members and is one of the largest military complexes in the world.

With the amount of special operations and training conducted at Fort Bragg, noise has become a land use planning issue. This is due to the presence of artillery and small arms fire high-noise areas, aircraft accidental potential zones, and military aircraft low-level training areas. Most of Fort Bragg’s high noise areas are contained within its boundaries. However, relatively small areas, just outside the installation boundaries experience average noise levels, at times in excess of 62 decibels, which is mostly generated by artillery fire. These military live-fire exercises are often conducted late at night and due to the startled effect caused by blast noise and vibrations; this can disrupt citizen’s sleep patterns and in the past have led to the registration of numerous complaints. (source: Fort Bragg / Pope Air Force Base – Joint Land Use Study Update: March 2008)

In addition to artillery fire, military aircraft accident potential zones (APZ’s), which extend from Camp Mackall into Moore, Richmond, and Scotland Counties and from Pope Army

Airfield into Cumberland and Harnett Counties, have a much higher noise level. APZ’s are statistically the location where the highest number and percentage of aircraft accidents occur, which may lead to loss of life and property, thus becomes a concern in land use planning.

In terms of effected area, a significantly larger off-base impact than noise and accident potential is the military aircraft training routes and special use airspace. Moore County, as well as Harnett and Hoke Counties, contain military special use airspace, which regularly experiences low-level flights from military helicopters and C-130 cargo planes, as pilots practice nap-of-the-earth radar evasion tactics.

Joint Land Use Study (JLUS)

In 2008, Fort Bragg / Pope Air Force Base Regional Land Use Advisory Commission developed an update to the 2003 Joint Land Use Study (JLUS). The region defined within the JLUS is those counties having land that directly abuts Fort Bragg, Pope Air Force Base and Camp Mackall. Within those counties, the study was limited to the land contained within five miles of the military boundaries – an area that includes the off-base military impacts (noise and accident potential, and low-level flight patterns), much of the projected BRAC related growth, and the territory affected by the North Carolina’s rezoning notification law. Although the focus of the study is limited to land located within five miles of military property, it is not intended to be viewed as a ‘protective five-mile buffer zone’. The term ‘buffer’ often suggests to property owners, developers and elected officials the creation of an area in which urban development is prohibited. However, there is land within the study area that is ideally suited for residential, commercial, and industrial development. The JLUS can be utilized as a resource for civilian communities abutting the installation to properly balance land uses and the development



demands on the land within five miles of military property so that Fort Bragg’s training mission is protected, the Longleaf Ecosystem is preserved, and the health and safety of the civilian population living near the installation(s) is assured. Impacts to the installation largely stem from the fact that as military families locate to the area, they want to be within a 20-30 minute commute to Fort Bragg, which is located within the five mile area around the installation.

In 2013, Session Law 2013-59 was enacted to modify “An Act to Require Counties and Cities Near Military Bases to Give Notice of the Land Use Planning Changes to the Military Bases”. This requires local governments to submit requests to RLUAC for program review and comment for any changes located within the five-mile buffer, including proposed re-zonings and subdivisions, as well as text amendments to the local zoning ordinances, wireless towers and other land use changes. From this, RLUAC would provide review and comment regarding these land use changes, which are non-binding to local governments, but offer valuable and impartial recommendations in a timely and professional manner.

(source: Fort Bragg / Pope Air Force Base – Joint Land Use Study Update: March 2008)

Historical Structures, Places & Districts

The history of Moore County has shaped the county's communities and culture through historical landmarks, providing insight into what Moore County is today. Below is a summary of historical buildings that can be found throughout the area. This is not an exhaustive list, but depicts some of the locations where Moore County's rich history developed.

Shaw House

The Historic Shaw House is located on its original foundation at the crossing of the famed Revolutionary Pee Dee and Morganton Roads at the southern entrance to Southern Pines, in Moore County, North Carolina. The Pee Dee



Shaw House

Courtesy of: Sandhills Photo Club (Barnard)

Road was an ancient Indian Trail and ran between Cheraw, South Carolina, and its northeastern settlements, while Morganton Road ran from the market town of Fayetteville, North Carolina, on the Cape Fear River.

The Shaw House is typical of the antebellum houses which followed the cabins of the early Sandhills settlers. It is less elaborate than the seacoast plantations and has the charm and sturdy simplicity which was characteristic of the Scottish families who settled in this region. The interior is highlighted by fine detail on two hand-carved fireplace mantels of unusual beauty, and by many outstanding early examples of Moore County pottery and "plain-style" pine

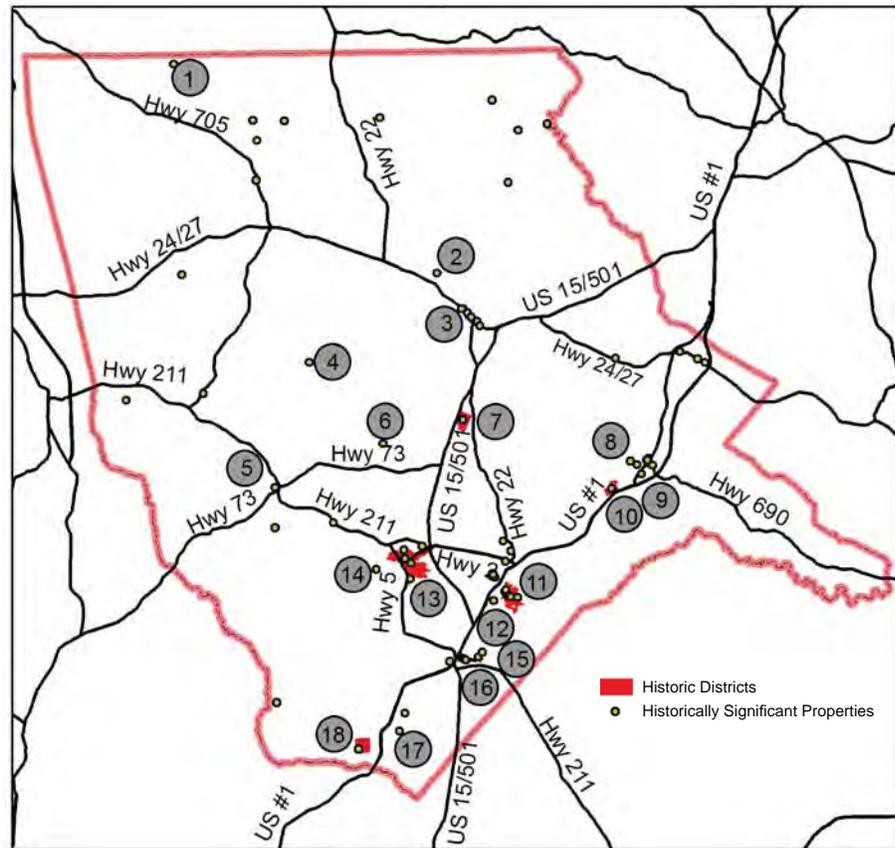


Figure 2.21: Moore County Historic Districts & Properties

Source: Moore County Geographic Information Systems (GIS), 2012

- | | |
|---|--|
| 1. Jugtown Pottery | 11. Southern Pines Historic District |
| 2. Alexander Kelly House | 12. Shaw House |
| 3. Carthage Historic District | 13. Pinehurst Historic District |
| 4. James Bryant House | 14. Lloyd-Howe House |
| 5. Moses McDonald House, Store & Factory | 15. Bethesda Presbyterian Church & Malcolm Blue Farm |
| 6. Black-Cole House | 16. Aberdeen Historic District |
| 7. "River Daniel" Blue House | 17. Lincoln Park School |
| 8. Leslie Taylor House | 18. McLeod Family Rural Complex |
| 9. Vass Cotton Mill & Village Historic District | |
| 10. Lakeview Historic District | |

furniture. A wing was added to the house in the mid-1800s and a kitchen was added sometime in the 1920s.

Charles C. Shaw, a first-generation Scottish settler, acquired 2,500 acres and built the house around 1820. The date of 1842 on the chimney is thought to have been the year that the front porch and the two attached "travelers' rooms" were

added. One of his 12 children, Charles Washington Shaw, inherited the property and lived in the house, becoming the first mayor of Southern Pines in 1887. The house remained in the Shaw family until it was acquired in 1946 by the newly formed Moore County Historical Association in a grassroots effort to ensure its preservation.

Garner House

The Garner House, now on the Shaw House grounds, was originally located on the property of Mrs. Melvin Garner, off State Road 1456 north of Robbins, North Carolina. John Garner bought the land in 1764 and his son Lewis was born on the property. The Garner House was purchased by the Moore County Historical Association in 1986. Family members believe Lewis built the house early in the 19th century, but it is possible that John may have built it in the 1700s.



The house is unaltered and intact and is one of the finest examples of the typical rural homes of early Moore County that remains today. It is distinguished by wide heart-pine paneling with fine quality moldings at the windows and doors. The original hand-forged hinges and posts are intact. The walls of the three rooms on the ground floor are of unpainted, hand-planed pine boards which glow with the original patina. The interior doors have early cast hinges in contrast to the forged hardware on the exterior doors. A corner stairway with winders leads to the second floor, which features exposed log construction and a fireplace with hand-made brick. The large pine logs forming the structure are 13 to 16 inches wide and are hewn 7 to 8 inches thick. The house measures 20 by 24 feet and has an attached 8-by-24-foot porch. The stone and brick chimney opens to a fireplace on each floor.

The first floor features the original pegged mantels with early blue paint. Much of the furniture is original to the house, including the two painted cupboards and the scrub-top table. The painted sash is also original, and some of the original glass remains on the front of the building. The house had a separate kitchen which was too deteriorated to move.

Bryant House

James Bryant acquired the McLendon Place from his father Michael early in the 19th century with the McLendon Cabin already in place. Bryant later built the manor house there about 1820. James Bryant's great-

granddaughter, Flossie Bryant Davis and her children gave the house with 3.4 acres to the Moore County Historical Association in 1969. Restoration of the structure in the early 1970s included straightening of the chimneys and replacement of the shake roof. Special features include two fine mantels, handmade doors and window sash, hand-hewn heart pine girders and sills.

Furnishings for the house were acquired for the Moore County Historical Association by Mrs. Ernest Ives, Mrs. John Labouisse and the Davis family. Both the Bryant House and the McLendon Cabin were opened to the public in May 1976. Mrs. Davis was born and grew up in the house and raised her own family of six boys and seven girls there.

McLendon Cabin

When Joel McLendon came to Moore County, North Carolina, in 1758, to claim his grant of 200 acres, he selected a slope overlooking Buck Creek as the perfect site for his home. Although a simple one-room log structure, it was built with the typical integrity of the early settlers that has preserved it for over 200 years. A little farther downstream he built and operated a grist mill on Buck Creek, which became known as McLendon's Creek, just as the road below his cabin came to be called Joel's Road.

In 1787, McLendon sold his property to

Robert Graham, whose daughter married Michael Bryant, and their son James succeeded to the land. When James Bryant constructed his larger house, he built it adjoining the McLendon Cabin, where the two houses sit to this day. The McLendon Cabin is the oldest house in Moore County on its original location. The circa 1760 structure is typical of the log dwellings built by the early settlers of the region. The house was restored in 1970 by the Moore County Historical Association under the leadership of Mrs. Ernest Ives.

Sanders Cabin

The Britt Sanders Cabin was moved to its present location on the Shaw House grounds in Southern Pines, North Carolina, from rural north western Moore County in 1952. It was in a state of advanced



deterioration with damaged logs, crumbled roof and a fallen chimney. It took love and determination to raise the money to move it and restore it. The cabin sat on Morgan Land and Britt Sanders, born in 1831, married into the Morgan family. It is of typical Scot-German construction with hewn logs and half dove-tailed notches producing a solid and durable dwelling. There were no windows in the original cabin and the floor was of red clay. The sleeping loft upstairs is typical; the main floor provided space for living, sleeping, cooking, washing and weaving. Notable are the sand hearth for cooking, the crusie lamp hanging by the fireplace and the antique candle molds. The old trammel by the fireplace is designed to hang inside the chimney on an iron pole, which was inserted during construction.

The loom was necessary for a family, as everything must be handmade and cloth was a precious commodity. The beautiful

chimney of native river rock is protected from the elements by a wide overhang. Chinking originally was a mixture of mud, clay and hair and had to be replaced yearly. Yards in the early Sandhills were swept clean as a daily chore, both to keep down fires and as a matter of neatness. The entire family worked together and “recreational” activities for the children largely consisted of learning skills. It was a hard existence by our standards, but it was by no means a drab one. The family provided stability and was a cohesive factor in the life of the early settlers.

Moore County Courthouse

In the early days of our history Scottish immigrants trudged their way up the Cape Fear Valley reaching the Moore County area in the mid-1780s. These settlers found the perfect location for a new town on a high hill. They established their community and named it Fagansville after an early pioneer, Richardson Fagin. Moore County’s first courthouse was built on Killetts Creek in 1785.

Moore County was created by dividing Cumberland County on July 4, 1784. Since



there was no incorporated town in the new county to serve as the county seat or locate the official courthouse, in 1796 a committee of the legislature selected a site in the center of the new county. The name given to the new courthouse site was Carthage, which was finally confirmed by the General Assembly in 1818. The remainder of the town was not laid out until 1803.

Ten years later in 1814, the courthouse was moved to the present location of the historic courthouse at the intersection of the main avenue of Carthage. Carthage is on a high commanding ridge, and the

courthouse site marks the highest elevation in that part of the county, an altitude of almost 900 feet. The 1814 courthouse was made of wood and was called The Red House. In 1837 the floor of The Red House collapsed, and a third courthouse had to be built, which was made of brick. In 1889 the third courthouse burned, destroying many valuable papers and documentation of the county’s early history. Within a year the fourth courthouse was constructed. The fourth courthouse was replaced in 1922 with the large building in the center of the town that stands today. Moore County’s sixth county courthouse and government building was erected across the street leaving the historic courthouse standing in the middle of the circle.

Malcolm Blue House & Farm

Malcolm McMillan Blue’s father, John Campbell Blue, emigrated from Scotland with his parents, Duncan and Margaret Campbell Blue about 1768 and settled near present day Lakeview, North Carolina. Their home was located where the Lakeview Cemetery is today. Duncan Blue acquired large tracts of land that were divided among his sons upon his death in 1814. Malcolm Blue’s father, John, owned 838 acres of land and settled on Shaddock’s

Creek about two miles from his father’s home. Malcolm McMillan Blue was born November 27, 1802, one of six sons and five daughters. Malcolm emulated his father and purchased vast tracts of land.

In 1821, at the age of 19, Malcolm bought property belonging to John Blue in Cumberland County and soon after bought land east of the Devil’s Gut and north of Old Bethesda Church. Here, in close proximity to the Pee Dee Road, he built the farmhouse circa 1825. After building a home and establishing a farmstead, Malcolm married Isabella Patterson in October 1833, who died five



months later in March 1834. In 1843, Malcolm married Flora Ray of the Ray’s Mill family and had seven children, four girls and three boys. His son, John Calvin, served in the Confederate army and later became a doctor serving the Carthage and Cameron communities. His son Malcolm James became the first postmaster of Blue’s Crossing and built the first house overlooking what would become downtown Aberdeen. His son Neill A. Blue inherited the farmhouse upon Malcolm’s death in 1875 and raised his seven children on the farm as well.

Malcolm Blue owned large tracts of land, entered the turpentine and lumber industry and became very prosperous. He owned approximately 8000 acres of land including the present day Pinehurst Race Track and the western boundary of Fort Bragg. The 1860 census records his land valued at \$5000 with naval stores (9000 gallons of turpentine and 600 barrels of rosin) valued at \$3000. He also owned seven slaves and livestock including swine, sheep, milk cows and other cattle. Two hundred acres of his farm were cleared for farming wheat, rye, corn, peas, beans and sweet potatoes.

House in the Horseshoe

Philip Alston, the original owner of the House in the Horseshoe, led a life surrounded by controversy and later mystery. Alston’s attempts at political advancement plunged him into a bitter rivalry that marred his reputation.

Although born to wealthy parents, John and Elizabeth Chancy Alston of Halifax County, Philip did not receive a large

inheritance. Alston's wealth increased considerably after he married Temperance Smith, who owned a large tract of land near the Roanoke River. In 1772, Alston and his wife moved to Moore County, after purchasing a large plot of land on either



side of the bend of the Deep River. In 1777, Alston's plantation included 6,936 acres. Alston served as lieutenant colonel to a local Whig militia before the General Assembly promoted him to full colonel during the American Revolution.

On July 29, 1781, Alston's unit was camped at his plantation when Colonel David Fanning and his band of Loyalist attacked the Whigs. Alston finally surrendered to Fanning after both sides suffered multiple casualties and his home almost burned down. Alston was later held captive as a prisoner of war by Loyalist troops during a skirmish in Briar Creek, Georgia but was released before the war's end. Alston pursued politics after the Revolutionary War ended. First serving as a Justice at the Court of Pleas and Quarters Session, Alston later became the Moore County clerk of court. Alston then was elected to the State Senate, where his career troubles began. Accused of murdering Loyalist Thomas Taylor during the Revolutionary War, Alston was eventually pardoned by Governor

Richard Caswell. However, political rivals of Alston refused to ignore the murder allegations.

George Glascock, the newly elected Moore County clerk of court, joined Henry Lightfoot, the county solicitor, and John Cox, member of the House of Commons, in contesting Alston's election. These men opposed Alston for various reasons ranging from his alleged murder of Taylor to his disbelief in God. Additionally, Glascock testified that Alston had claimed that he would instigate a riot if he lost the Senate race to Lightfoot. The political maneuvering worked, and Moore County was required to elect another Senator. Alston then accepted a job as a justice of the peace, but Glascock had him removed from that seat as well. But Glascock would not interfere with Alston's political career much longer.

In August 1787, Alston hosted a party at the House in the Horseshoe and was sure to stay close to his guest throughout the night. The party proved to be an excellent alibi—that night, one of

Alston's slaves named "Dave" murdered George Glascock. Alston bailed Dave out before the trial, and Dave later fled. Alston sold the House in the Horseshoe in 1790. Then in 1791, after fleeing a Wilmington jail, Alston was shot from his bedroom window of his Georgia hideout. Some speculate that Alston's former slave, Dave, murdered him.



Public Outdoor Recreation, Parks, Greenways & Open Space

Moore County has a variety of public lands that are available for rest, recreation and physical fitness. Significant outdoor recreation activities include hiking, biking, horseback riding, boating, bird and other wildlife watching, hunting, fishing, trapping, and nature photography. Popular outdoor sports include golf, soccer, baseball, and softball to name a few. There are very limited public overnight camping opportunities currently available in Moore County.

Inclusive of State owned park land, such as Weymouth Woods, Moore County has approximately 1,690 acres of public land available for parks and recreation space. This figure includes all State as well as municipal parks. The Walthour Moss Foundation, located in the eastern portion of the County between U.S. Highway #1 and the County's eastern boundary adjacent to Fort Bragg includes approximately 4,000 additional acres of private land open to equestrians, and other outdoor enthusiasts for bird watching, and hiking.

Many of the parks in Moore County are considered active parks in that they have a variety of amenities such as walking trails, exercise equipment, sports fields and/or courts, pools, etc. within them. One of the largest active parks in Moore County is Hillcrest Park, which was home to the 2011



Dixie Youth Baseball World Series
 Courtesy of: Sandhills Photo Club (German)

Dixie Youth Baseball World Series. In addition to four baseball/softball fields and an accompanying field house, the

park also has two playgrounds, walking trails, two volleyball courts, an eighteen-hole disc golf course, picnic shelter, and concession stand. The park has additional acreage to expand its offerings in the future; how the park will be developed in the future will be the subject of a Master Parks and Recreation master plan for the County in the 2013-2014 time frame.

The Moore County Parks and Recreation Department has the benefit to utilize the Moore County School system facilities for many of their parks and recreation programs. Many of the County schools have gymnasiums, baseball/softball diamonds, playgrounds and other open areas to augment the County Parks and Recreation department's facilities and programming. This is an important relationship as it allows County citizens to participate in parks and recreation programs that are run closer to their homes.

Many municipalities in the County have been extending and installing new sidewalks and greenway trails. Simultaneously, these municipalities have been looking to have sidewalks and trails inter-connect with existing trails within their respective communities, as well as to neighboring jurisdiction's trails. In the community, a group known as Making Moore Connections, which is made up of public health officials/advocates, planners, parks and recreation directors, etc. are working to, as their name implies, make more connections between employment centers, neighborhoods, and particularly schools. This group meets quarterly throughout the year to coordinate



Bicycling
 Courtesy of: Sandhills Photo Club (Gilchrist)

planning efforts around the topics of active transportation. This collaborative work will be particularly important in the future as grantors (including NCDOT) are looking for communities that are working together to expand active transportation routes efficiently and effectively.

Lastly, the County is home to almost 4,000 acres of land that is managed by the N.C. Wildlife Resources Commission for public hunting, trapping, fishing and wildlife conservation that are designated collectively as Game Lands. These Game Lands are located in the southwestern portion of the County along its shared border with Richmond and Montgomery Counties. Due to the management of the Longleaf Pine forests that primarily make up these Game Lands it's the NCWRC recommendation that smoke-sensitive land uses (e.g. residential areas, schools, high traffic roads, etc.) be minimized within 1/2 mile of these public lands to minimize conflicts between prescribed fire habitat management practices and the public. The NCWRC further recommends that habitable structures be placed 150 yards from the boundaries of these lands to avoid conflicts between hunters and residents. The Commission further recommends maintaining vegetated buffers between structures and Game Lands boundaries.

Economic Value of Open Space

Throughout the Land Use Plan update process many stakeholders provided evidence to indicate that our community's natural resources and open spaces have an economic value. Recent studies have shown that open space in particular does indeed have an economic value through:

Increased values for properties close to protected open space;

Avoidance of spending money to artificially replicate the vital environmental functions provided by protected open space;

Money saved from free or low-cost recreational activities on protected open space;

Jobs created relating to open space.

The protection of additional open space is important not just for sentimental reasons, but also because it's a wise public investment that does pay back, both now and in the future. The economic benefits generated by protected open space accrue in different ways – some are direct revenue streams to individuals or government bodies, while some represent asset appreciation value, and some accrue in avoided costs.

Property Values

Homeowners are willing to pay a premium to live in close proximity to protected open space. As a result open space adds to the overall value of a community's housing stock. In Moore County one only needs to look to communities near Horse Country, Pinehurst Resort, Seven Lakes, Woodlake, and others that have been built around protected open space to identify the higher property values near these natural resources. The increased wealth is then captured by citizens through higher sale values of homes near these protected open

spaces, thus either generating an increase in government revenues via larger property tax collections, or providing an opportunity to decrease the tax rate for the county due to higher valuation, and lastly this increase in value is reflected in increased transfer taxes at time of sale. A recent study found that residential properties within one mile of protected open spaces contributed a significant positive impact to property values both before and during the economic downturn that began in 2008.

Environmental Services

Protected open space also provides value in the form of naturally occurring environmental processes. Whereas, if these lands were to be developed, a community could be forced to replicate vital and costly services, such as flood control and air pollution mitigation through alternative methods. Through the protection of open space, natural filtration of public water supplies (such as through the riparian areas adjacent to Drowning Creek, Nick's Creek, Bear Creek, and Little River), flood mitigation (such as the floodplains adjacent to Little River for areas downstream of Woodlake), provision of wildlife habitat, air pollution removal, and carbon sequestration and storage (such as through trees and other plants) may occur. These mitigated costs save not only the County's taxpayers, but also public service recipients who are rate payers for services such as public water. While Moore County does not currently fall into an air quality non-attainment zone, it stands to be in the future if air-quality is not maintained. The Federal and State regulations that are placed on government projects and new businesses to mitigate air-quality non-attainment can act as an unnecessary and avoidable tax on citizens and business owners.

Recreation and Health

Usage of protected public open space generates a value via the consumer benefit that residents enjoy by engaging

in recreation and exercise free or at below-market rates instead of turning to private markets for the same activities. The recreational opportunities available on protected open space contributes to the health of the region's workforce, translating into avoided medical, workers' compensation, and lost productivity costs. Here in the community, FirstHealth of the Carolinas has spearheaded several efforts to help fund open spaces, greenways, and other bicycle and pedestrian systems to improve the community's access to open spaces; and they stand at the ready to continue this commitment to the citizens and their government to help acquire and continue building these assets to improve and promote public health.

Economic Activity

Protected open space generates a variety of economic activities, ranging from agricultural activity on preserved farmland, tourist visitation, military training, to public park maintenance. Economic activity can be measured in the form of the spending, employment, earnings, and tax revenues associated with these activities. Moore County already strongly markets its natural resources and open spaces to people outside as well as within the community. Dating back to the industrial revolution era, people began coming to Moore County to breathe our clean and dry air, listen to the whisper of the wind through the pine trees, hunt, ride and harvest in the fields and woods, play golf and relax in the resort ambiance the community has now become famous for in the world.

Finding ways to build upon our existing protected open spaces has tangible financial, environmental and social benefits to our citizens. The implementation portion of this document suggests several ways these open spaces could be acquired, enhanced and preserved for generations to come.

(source: [Return on Environment: The Economic Value of Protected Open Space in Southeastern Pennsylvania](#), January 2011)

Educational System

Moore County is currently served by (23) public schools, (2) charter schools, (8) private schools, and a community college. The Moore County public school system is made up of fourteen (14) elementary schools, five (5) middle schools, three (3) high schools and one (1) alternative school. Excluding Sandhills Community College, Moore County had over 14,200 students enrolled within one of the (33) schools in 2012-2013, which is roughly 15.5% of the total population (about 1 in every 7 is enrolled in a school).



Public Schools

As of the 2012-2013 school year, the total enrollment for the Moore County school district was 12,707. According to the Moore County Schools website, the schools currently employ over 1,790 employees, of which 46.7% are licensed professionals with a master's degree or higher. The Moore County school system is predominantly white at 66%. However, at least one-third of the total student population is of a minority race (African-American, Hispanic, or other). Of the total student enrollment, 51% are male and 49% are female, which is similar to the State's demographic (source: NC Dept. of Education – NC School Report Card: Moore County).

The Moore County School system is divided up into 3 areas, with one high school in each district. Within each area, smaller districts are divided up for each elementary/middle school which is based on certain demographic criteria. Overall, the MCS runs a total of 118 buses, transporting over 6,100 students 10,000 miles daily throughout each of these areas.

Public enrollment over the past five years has increased by 706 students, with a 141.2 five-year average. Based on the First 10-Days of Enrollment, the County school enrollment was up by 230 students from 2011-2012 to 2012-2013, which is a 1.8% increase. The average numbers of students in the County's elementary and middle schools are less than the state average. However, the District's high schools exceed the average school size for the state by over 400 students.

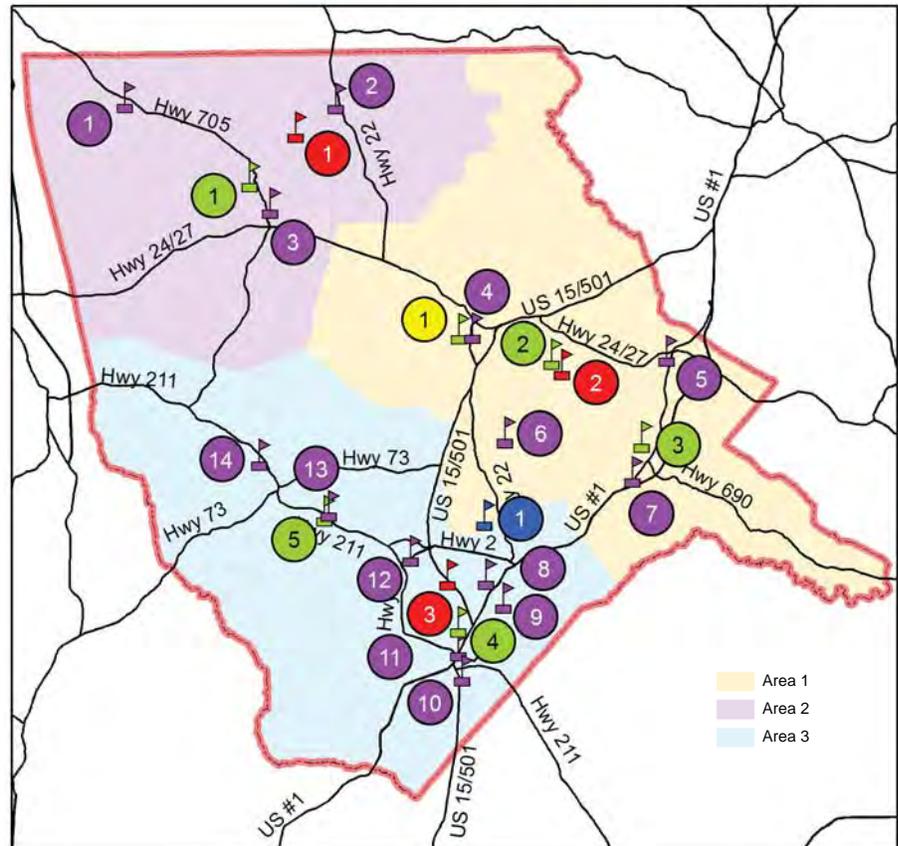


Figure 2.22: Moore County Public Schools
Source: Moore County Geographic Information Systems (GIS), 2012

- | | | |
|---|--|---|
| <p>Elementary Schools (ES)</p> <ol style="list-style-type: none"> 1. Westmoore ES 2. Highfalls ES 3. Robbins ES 4. Carthage ES 5. Cameron ES 6. Sandhills Farm Life ES 7. Vass-Lakeview ES 8. Southern Pines Primary 9. Southern Pines ES 10. Aberdeen Primary 11. Aberdeen ES 12. Pinehurst ES 13. West Pine ES 14. West End ES | <p>Middle Schools (MS)</p> <ol style="list-style-type: none"> 1. Elise MS 2. New Century MS 3. Crain's Creek MS 4. Southern MS 5. West Pine MS | <p>High Schools (HS)</p> <ol style="list-style-type: none"> 1. North Moore HS 2. Union Pines HS 3. Pinecrest HS <p>Alternative School</p> <ol style="list-style-type: none"> 1. Pinckney Academy <p>Community College (CC)</p> <ol style="list-style-type: none"> 1. Sandhills CC |
|---|--|---|

School Capacities

For the 2010-2011 school year, Moore County constructed a new middle school and a new elementary school to alleviate the over capacities of the schools. Crain’s Creek Middle School, which serves the eastern portion of the county, helped ease the school capacity at New Century Middle School. At the same time, West Pine Elementary School improved capacities at Pinehurst Elementary and West End Elementary. Pinehurst and West End elementary schools had exceeded capacities since 2007-2008.

Most of the current schools that are over capacity are at the elementary and high school levels. As of 2012-2013 school

First 10-Days of Enrollment				
	Elementary School	Middle School	High School	Total
2012-2013	5,991	2,793	3,923	12,707
2011-2012	5,951	2,757	3,769	12,477
% change	+0.6%	+1.3%	+4.1%	+1.8%

Table 2.12 : First 10-Days of Enrollment
Source: Moore County Schools, First 10-Days of Enrollment

year, (4) elementary schools, (1) middle school, and (2) high schools are at or above 100% capacity. School capacity can be difficult to determine due to changing class size requirements, school configurations, and school re-districting. However, with the amount of future growth projected within the county, it will be essential to alleviate the capacities at these locations. The Moore County

Schools Master Facilities Plan includes construction of a new high school by FY 2014-15 at a projected cost of \$40 million as well as two new elementary schools and one new middle school. The school district is currently undertaking a facilities study that should lead to revisions in the Master Facilities Plan. The school district is currently undertaking modernization projects at all of its high schools, including the addition of new gymnasiums at Union Pines and Pinecrest High Schools and a new cafeteria at Pinecrest High School (a new cafeteria was recently completed at Union Pines High School). These projects are being completed as a part of Phase I of the Master Facilities Plan. It is predicted by the OR/Ed laboratory (Institute for Transportation Research and Education) from North Carolina State University that by 2017-2018 eleven of Moore County schools will be at or over capacity, which includes the influx of children from Base Realignment and Closure (BRAC) from Fort Bragg.

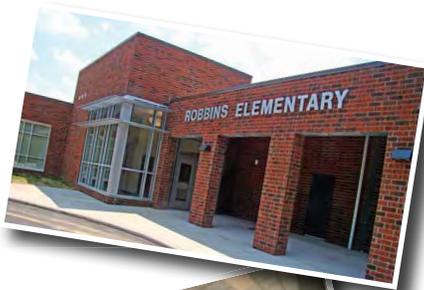
School Enrollment Growth (past 5 years)			
Schools	Enrollment (2007-2008)	Enrollment (2012-2013)	% Change (past 5 years)
Elementary			
Aberdeen Elementary	302	316	+ 4.6%
Aberdeen Primary	330	317	- 3.9%
Cameron Elementary	252	245	- 2.8%
Carthage Elementary	350	384	+ 9.7%
Highfalls Elementary	309	323	+ 4.5%
Pinehurst Elementary**	660	497	- 24.7%
Robbins Elementary	479	453	- 5.4%
Sandhills-Farm Life	537	573	+ 6.7%
Southern Pines Elementary	425	421	- 0.9%
Southern Pines Primary	430	468	+ 8.8%
Vass-Lakeview Elementary	567	619	+ 9.2%
West End Elementary**	583	398	- 31.7%
West Pine Elementary*	-	563	-
Westmoore Elementary	407	391	- 3.9%
Middle			
Crain’s Creek Middle*	-	396	-
Elise Middle	216	226	+ 4.6%
New Century Middle**	909	554	- 39.1%
Southern Middle	660	757	+ 14.7%
West Pine Middle	810	860	+ 6.2%
High			
North Moore High	601	612	+ 1.8%
Pinecrest High	1951	2091	+ 7.2%
Union Pines High	1205	1220	+ 1.2%
Alternative/Special			
Academy Heights Elementary	274	(CLOSED)	-
Pinckney Academy	18	23	+ 27.8%
TOTAL	12,275	12,707	+ 3.5%
Notes:			
* School opened in 2010-2011 school year			
** Alleviated by the construction of a new school (West Pine Elementary or Crain’s Creek Middle)			

Table 2.11: Moore County School Enrollment Growth
Source: NC Department of Public Instruction, School Report Cards (2007 - 2008)
Moore County Schools, First 10-Days of Enrollment (2012 - 2013)

The County must closely collaborate with the Moore County Board of Education to plan for the facility needs of the County schools in the future. The siting of school facilities is important due to its influence on community growth, the costs associated with school construction, maintenance, transportation costs, the quality of development, and safety.

School Capacity Projects

According to Phase I of the Moore County Facilities master plan, project costs of over \$46 million was used for various projects as it related to capacity issues within Moore County Schools. This included a new middle school, new elementary school, added capacity to Highfalls Elementary, Robbins Elementary, Westmoore Elementary, and Sandhills Farm Life, as well as modular units at Union Pines High School and North Moore High Schools, which was completed in 2010. There were also upgrades to water/sewer at various schools and athletic facilities as part of the 2007 bond referendum. Further details of the projects can be found in the capacity summaries for each school.



School Capacity-Related Projects			
Schools	Last Project Date	Project Type	Cost
Elementary			
Aberdeen Elementary	1979	Media Center	-
Aberdeen Primary	1992	Classroom	-
Cameron Elementary	1982	Classroom	-
Carthage Elementary	2000	Classrooms	-
Highfalls Elementary	2010	Classrooms	\$4,261,289
Pinehurst Elementary**	1992	Classrooms	-
Robbins Elementary	2010	Classrooms	\$2,492,942
Sandhills-Farm Life	2010	Classrooms	\$1,421,671
Southern Pines Elementary	1954	Main Building	-
Southern Pines Primary	1990	Kindergarten	-
Vass-Lakeview Elementary	1999	New School	-
West End Elementary**	2011	Classrooms	-
West Pine Elementary*	2010	New School	\$12,660,060
Westmoore Elementary	2011	Classrooms	\$5,015,864
Middle			
Crain's Creek Middle*	2010	New School	\$17,750,045
Elise Middle	1986	Media Center	-
New Century Middle**	1997	New School	-
Southern Middle	1999	New School	-
West Pine Middle	2001	Classrooms	-
High			
North Moore High	2009	(5) Classroom Modular	\$539,400
Pinecrest High	2007	(11) Classroom Modular	-
Union Pines High	2009	(11) Classroom Modular	\$746,800
Alternative/Special			
Academy Heights Elementary	-	-	CLOSED
Pinckney Academy	-	-	
Notes:			
* School opened in 2010-2011 school year			
** Alleviated by the construction of a new school (West Pine Elementary or Crain's Creek Middle)			

Table 2.13: Moore County School Capacity-Related Projects
Source: Moore County Schools

Capacity Summaries

Below are brief summaries of current and future capacities for each elementary, middle and high schools, which were developed, based on input received during the Land Use Plan charrette that was conducted in October of 2012. Graphs were also created which depicted how the results of the charrette could impact school capacities in the future, utilizing a straight line growth curve over the next 18 years.

Elementary Schools

Aberdeen Elementary School is currently below 90% capacity and will exceed 100% capacity until the school year 2022-2023.

Aberdeen Primary School is currently below 90% capacity and is projected to reach 100% capacity by 2016.

Cameron Elementary School is below 90% capacity and is not projected to reach 100% capacity until 2024.

Carthage Elementary School is projected to reach 100% capacity for the school year 2013-2014 and is anticipated to reach 110% and 120% capacity in 2018 and 2023 respectively.

Highfalls Elementary School has a slower projected growth rate than other elementary schools and is projected to stay below 90% capacity over the next 20+ years. Highfalls Elementary saw the construction of approximately 17,500 sq. ft of classroom and student support space due to the student population growth in 2007.

Pinehurst Elementary School is currently over the 100% capacity level and is projected to reach 110% capacity by the 2019-2020 school year. In 2007, Pinehurst Elementary was nearly 33% over capacity. To alleviate this, West Pine Elementary was constructed and opened in 2010, which added a classroom capacity of 500 students.

Robbins Elementary School is below 90% capacity level and no major increase in student population is projected over the next 18 years. Robbins Elementary had a growing student population, but insufficient program capacity. The facilities master plan proposed the construction of 13,860 sq. ft of additional space to accommodate this concern.

Sandhills Farmlife Elementary School is presently at 90% capacity and is projected to reach 100% + capacity levels by 2018. In 2009, construction began on 7,560 sq. ft. of classroom space to accommodate the growing student population at Sandhills Farm Life Elementary.

Southern Pines Elementary School is not projected to reach 100% capacity over the next 18-20 years.

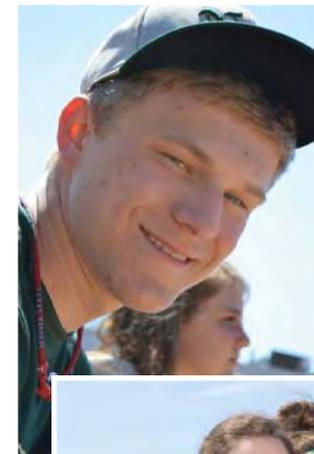
Southern Pines Primary School is projected to reach 100% capacity by the 2013-2014 school year.

Vass-Lakeview Elementary School has exceeded 100% capacity and is projected to exceed 110%, 120%, and 130% capacity levels every four to five years hereafter, indicating a need for additional space or a new school facility in the near future.

West Pine Elementary School opened in 2010, alleviating the capacity at West End Elementary. This school had exceeded capacity in 2007, which had been utilizing mobile classrooms to provide for the growing student population. The elementary school is not anticipated to reach 100% capacity over the next 10 years.

Westmoore Elementary School has a slow, steady growth rate and is not projected to reach 90% capacity over the next 18 years. In 2007, the student population had exceeded capacity, which had 5 mobile classrooms. In 2009, construction began for approximately 13,440 sq. ft of classroom and student support space.

West End Elementary School has already exceeded 110% capacity and is projected to see a large growth increase over the next three to four years, possibly exceeding 130% capacity by school year 2016-2017. West Pine Elementary opened in 2010 to alleviate capacity concerns at both Pinehurst Elementary and West End Elementary.





Middle Schools

Crain's Creek Middle School was constructed to alleviate capacity concerns at New Century Middle School in 2010. Crain's Creek is currently at 90% capacity and is not projected to exceed 100% capacity levels until 2018.

Elise Middle School is presently below 90% capacity and is not anticipated to exceed 100% capacity until at least 2030.

New Century Middle School is projected to see steady growth over the next 18 years and is anticipated to exceed 90% capacity until 2027. New Century Middle School was well over capacity levels prior to the completion of Crain's Creek Elementary. Significant growth was predicted in Area I of the Facilities Master Plan, which proposed the construction of a new middle school.

Southern Middle School is projected to reach 100% capacity by 2015 and a steady increase in student population every six to seven years is projected, meeting 110+% capacity levels by school year 2022-2023.

West Pine Middle School is presently at 110% capacity levels and is projected to reach 120% capacity in 2017 and 130% capacity by 2021.

High Schools

North Moore High School is currently below any major capacity levels and is not projected to exceed 100% capacity until 2028. North Moore has had to construct modular units to provide additional space due to the continued student population growth.

Pinecrest High School is already at 130% capacity and the district is expected to grow steadily in the planning horizon of this study.

Union Pines High School has exceeded 120% capacity and is projected to reach 130% capacity levels within the next couple of years, indicating a need for additional space or a new high school. This coincides with the need of a new facility at Pinecrest High School. Union Pines has had to add modular units to accommodate the growing population.

Charter & Private Schools

Moore County's two (2) charter schools offer children within Moore County other opportunities. The Sandhills Theatre Renaissance School (STARS) serves grades K-8 with 340 students. The school focuses on an arts-infused integrated instructional approach, and follows the North Carolina Standard Course of Study. The Academy of Moore serves grades K-5 and follows the North Carolina Standard Course of Study for 210 students with a year-round schedule.

There are many private schools located in Moore County. Of the eight (8) private schools, six (6) schools offer religious-based education focused in a Christian environment. The total enrollment for these schools in 2011-2012 was 991 students. Below is a map showing the locations each of the (8) private schools.

Home School Students

Moore County, as of 2011-2012, had 443 home schools registered with the North Carolina Department of Non-Public Education. According to the NC Home School Statistical Summary for 2012, 769 students were enrolled in a home school in Moore County, equating to 1.7 students per home school. There are currently 47,977 home schools located throughout North Carolina, with over 79,500 students enrolled. Students between the ages 7-13 are the major age group that is home schooled in North Carolina. This shows that once students complete grade eight (8), they generally attend a public high school. By age 17, there is on average 4,300 students, as opposed to 7,300 students between the ages 7-13 enrolled within a home school in North Carolina.

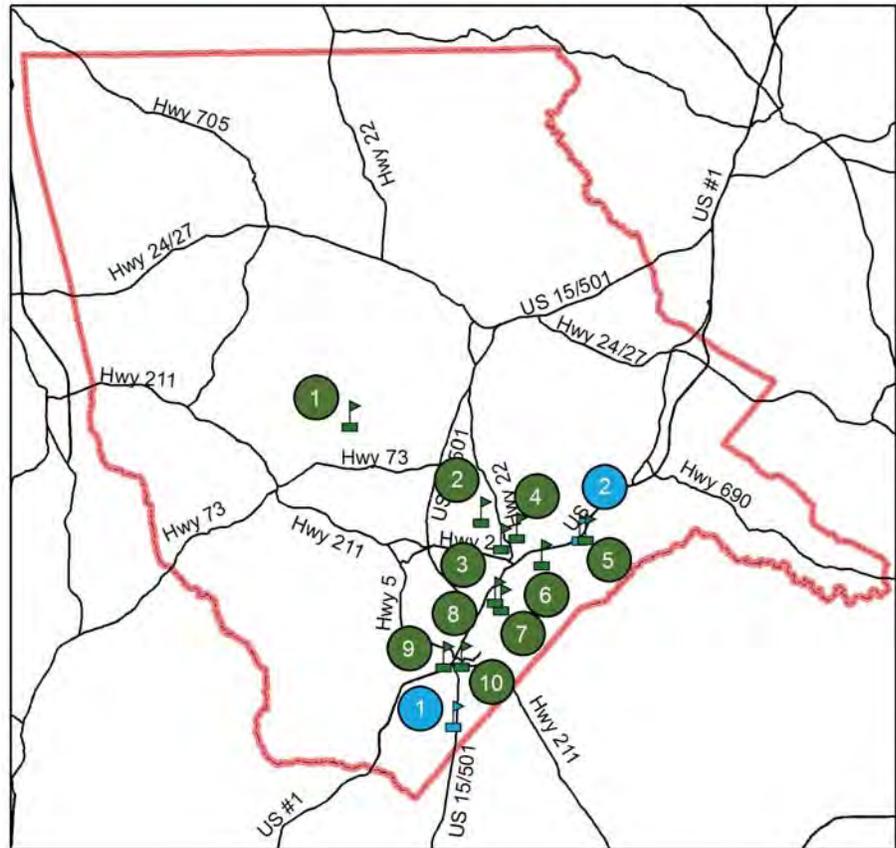


Figure 2.22: Moore County Charter & Private Schools
Source: Moore County Geographic Information Systems (GIS), 2012



Private Schools

1. First Baptist Christian Academy
2. The O'Neal School
3. Sandhills Classical Christian School
4. Pope John Paul II Catholic School
5. Highland Christian Academy
6. Longleaf Academy
7. Episcopal Day School
8. Calvary Christian School
9. Rainbow Baptist Church School
10. Solid Rock Christian School



Charter Schools

1. The Academy of Moore County
2. STARS Charter School
(Sandhills Theatre Arts Renaissance School)



Sandhills Community College

Moore County’s Sandhills Community College (SCC) is one of the top community colleges in North Carolina. SCC is composed of the 150-acre main campus in Pinehurst, and two satellite campuses: Hoke Center in Raeford (Hoke County), and Westmoore Center in Robbins. In addition, St. Andrews University in Laurinburg and the University of North Carolina at Pembroke each has a satellite campus at SCC. Sandhills Community College has an enrollment size of over 4,200 students. This includes both traditional and non-traditional students, ranging from various backgrounds (i.e. graduating high school, technical training, or career advancement or change).

Future Needs

As the county continues to grow, it will be critical to plan, budget and implement new facilities to serve the growing student population. Population growth is the number one factor in developing a new school, however understanding growth patterns in the county is vital. New schools can be considered infrastructure, in that they serve the public based on a certain demand. If the demand cannot be served, then schools become overcrowded and it puts pressure on our roads, water and sewer infrastructure. However, siting school facilities is important due to its influence on community growth, the costs associated with school construction, maintenance, transportation costs, the quality of development, and safety.

To the degree that schools can be planned and constructed near existing infrastructure and centralized in such a way as to draw from demographically dense and socioeconomically diverse areas, this can decrease the amount of infrastructure necessary to serve the school population and strengthen the overall educational program. The degree to which walking and biking are available, while not a primary siting factor in these decisions, might also be considered both to relieve congestion on the road system and to promote wellness (knowing that in Moore County a significant percentage of our student population is obese - around 20% in grades K-9).

....siting school facilities is important due to its influence on community growth, the costs associated with school construction, maintenance, transportation costs, the quality of development, and safety.



Chapter Highlights

- *Tourism and Agriculture each create approximately \$374 million dollars in revenue annually in Moore County.*
- *Collaborative planning for water infrastructure in and of itself can be an economic incentive for new and/or expanding businesses. Having infrastructure, especially water, in place can often direct desired growth to specific locations while also reducing costly line extensions and/or system upgrades.*
- *Encourage development in areas that have existing infrastructure and the ability to support it. Low density development in rural areas of the County often consumes prime agricultural and environmentally sensitive land, while also increasing the need for additional public services.*
- *Farms make up more than three-quarters of the County's land base with croplands, pastures, and forests.*

Moore County is uniquely located within the heart of North Carolina and is easily accessible from all parts of the state. The County is part of the Research Triangle Regional Partnership (RTRP), which is a business-driven, public-private partnership dedicated to keeping the 13-county Research Triangle Region economically competitive through business, government and educational collaboration. With Moore County bordering the Fort Bragg Army Installation, it has become home to several defense industries. According to the RTRP, Moore County has a readily-available, educated labor force that is anticipated to grow to over 50,000 by 2030. Upon recent data from the NC Department of Commerce, Division of Employment Security, and future growth projections, Moore County will need to add an additional 14,000 new jobs by 2030 (86% non-industrial and 14% industrial type jobs) to satisfy the projected workforce. Sandhills Community College offers degrees, technical programs and customized training to insure the employment needs of local companies are met. The College also offers an Entrepreneurship Certificate Program that provides students with real-world skills, experience and networks to become successful entrepreneurial leaders.

There are many business/industrial-type sites within Moore County. Southern Pines currently has a 100-acre Corporate Park, which is a state-designated Urban Progress Zone offering enhanced tax credit incentives and all utilities. Aberdeen presently has a 125-acre Iron Horse Industrial Park, which is a shovel-ready certified site featuring rail access through Aberdeen & Rockfish Railroad. Tourism, agriculture, healthcare, education and government are the largest economic sectors and employers in Moore County. The following pages contain a list of key economic development sectors that are vital to sustaining Moore County's economy and workforce in the future.



Tourism

Tourism is not new to Moore County. For more than 100 years, the county has benefited from the effect of tourism in the Sandhills, which was realized by John T. Patrick and James Walker Tufts back in the 1890's. Today, tourism in North Carolina is the second largest industry, generating \$18.4 billion statewide. In Moore County, tourism employs over 4,880 (direct) people and generates over \$374.2 million annually via tourism revenues. These revenues reduce the household tax burden on each Moore County household by over \$1,065 per year. Tourism, combined with health care and service/retail sector, account for 83% of all jobs in the county. According to the Convention and Visitors Bureau (CVB) 2012-2014 Strategic Plan, visitors spend \$880,080 per day in Moore County. This includes hotels/lodging, food, recreation, retail purchases, transportation, and other miscellaneous expenses.

Though golf is the driving force behind tourism, there are several other attractions that draw people into Moore County. Festivals are held throughout the year that attracts thousands of visitors from outside Moore County and the State. Malcolm Blue Farm Festival, Carthage Buggy Festival, The House in the Horseshoe, Robbins Farmers Day Festival, Cameron Antiques Festival, Palustris Festival, the Tour de Moore, and many other events provide opportunities for visitors that are unique to Moore County. Throughout the year, the county plays host to quality community theater, art exhibits, and lectures, as well as concerts including NC Symphony series, a jazz weekend, and ballet, bluegrass, and choral presentations/productions. All these attractions and recreation opportunities are prominent cultural assets utilized by the tourism industry.

Because of the importance of tourism in this area, planning for its growth is

crucial, focusing development to specific areas to meet the growing demand of visitors. Planning between municipalities and the county can help create sufficient infrastructure and promote growth to Moore County. The demographics of travelers to the county is ever changing due to the steady expansion of hotel and golf course inventory, which includes more suite hotels, condos/villas, rooms-only and budget hotel properties and public golf courses. As Moore County continues to grow, it will also be critical to protect and enhance the quality of life that is found in the area, which is highly recognized in the tourism industry. Moore County should ensure its destination is more appealing so people will stay longer, receive value for the money they spend during each visit, and leave feeling they have experienced a unique area that has preserved its unique character.

Health Care and Community Health

The healthcare industry sector is the number one employer in Moore County. FirstHealth of the Carolinas is the County's largest employer with approximately 2,700 workers. FirstHealth of the Carolinas is a private, non-governmental, not-for-profit health care network serving 15 counties in the mid-Carolinas. Headquartered in Pinehurst, North Carolina, FirstHealth is licensed for three hospitals with a total of 582 beds, a rehabilitation center, three sleep disorders centers, three dental clinics, eight family care centers, six fitness centers, a laundry, four charitable foundations, a Hospice House and hospice services, home health services, critical care transport, Emergency Medical Services, medical transport services, and a convenient care clinic. All hospitals hold all major accreditations.

The flagship, Moore Regional Hospital is a 395-bed, acute care, not-for-profit hospital that serves as the referral center for a 15-county region in the Carolinas. Moore Regional Hospital has an active



medical staff of 249 physicians, a professional staff of more than 2,700 and an average of 750 volunteers and offers a full range of health care services to people within the five-county primary service area and ten-county secondary service area. Moore Regional offers all major medical and surgical specialties and numerous sub-specialties, including open-heart & valve surgery, neurosurgery, neonatology, behavioral health services and bariatric surgery.

The healthcare industry plays a very significant role in the local economy and contributes to the area's popularity as a retirement location. Moore County ranks highest among surrounding counties for the availability of doctors. In 2011 Moore County had 31.4 physicians per 10,000 residents, as opposed to Scotland County, who is the next highest of the surrounding counties, with 18.0 physicians per 10,000 residents.

Pinehurst Surgical, Pinehurst Medical Clinic, and St. Joseph of the Pines are a few of the various healthcare facilities located within Moore County. Several medical facilities have been constructed over the past several years to accommodate the growing county population and the elderly population. With growth projected to exceed 120,000 by 2030, Moore County will continue to see expansions of existing facilities and new medical facilities to accommodate this growing need. It will be necessary to look at where these facilities should be located and the impacts they could have on the existing infrastructure.

Community Health Factors

FirstHealth of the Carolina’s charters a random digit dial phone survey through Professional Research Consultants (PRC). This survey provides statistically significant data pertaining to the health and health behaviors of Moore County residents. This survey was conducted in 1999, 2003, 2007 and 2011. FirstHealth monitors specific health indicators to determine and monitor factors that influence population health. For instance, in 2007, the prevalence of high blood pressure in Moore County was 36 percent, however, in 2011, this measure increased to 38 percent, compared to the state rate of 31.5 percent. In 2007, the diabetes prevalence rate was 14 percent, compared to 17 percent in 2011 and a state average of 9.8 percent. In addition, 86 percent of Moore County residents report having one or more cardiovascular risk factors. These three health indicators are directly related to heart disease and strokes; and the top causes of death in Moore County, which are cancer (with the highest rate contributed to lung cancer), diseases of the heart, Alzheimer’s disease and cerebrovascular disease.

The survey data also provided feedback regarding obesity rates, access to healthy foods, healthy eating behaviors and the level of physical activity. Sixty-five percent of Moore County adults have a body mass index (BMI) over 25, which categorize individuals as overweight or obese. Thirty percent of adults in Moore County have a BMI of 30 or greater, which is categorized as clinically obese. This is compared to the state average of 28 percent. Furthermore, twenty-nine percent of youth ages 5 to 17 years old are overweight or obese. The data specific to healthy eating and physical activity may provide insight as to the levels of chronic disease in the county.

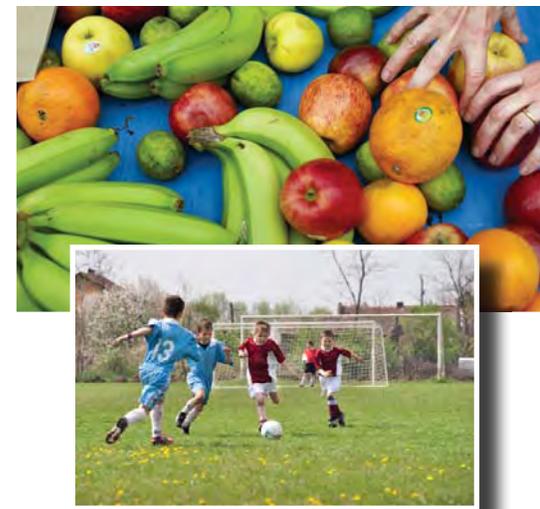
Environmental factors can contribute to social determinants of health. Land use planning, zoning ordinances and

requirements can have a direct impact on the health of a community. For instance, proximity of homes to healthy food sources such as farmers markets and grocery stores can have an impact on the consumption of healthy foods. Additionally, zoning and other ordinance regulations can assist with limiting access to fast foods and corner stores with unhealthy food options.

A Land Use Plan can also have a direct impact on opportunities for physical activity. The consideration of adopting policies such as Complete Streets policies are effective in increasing active transportation in communities, which directly impacts health factors. Furthermore, Land Use Plans can accommodate recommendations for connectivity of neighborhoods to open space and parks. Adopting tobacco-free grounds regulations can impact exposure to second-hand smoke for youth. Sidewalk ordinances can also provide the groundwork to increase physical activity in communities. Connectivity from county to municipal parks and recreation facilities and schools are another way to impact healthy lifestyles and opportunities for community members to engage in physical activity. These factors also have an economic impact; there is a walkability score for every community. New home buyers are seeking communities that promote

healthy lifestyles and include open spaces.

There is a synergy between planning and public health. Research shows if the two entities work closely together, it can create results such as the creation of green space to promote physical activity, improved access to healthy foods, improved social integration and mental health, and prevention of chronic diseases.



Health Indicator	2007	2011
Consume 2+ fresh, frozen, canned fruit daily	52.5%	28.7%
Consume 3+ fresh, frozen, or canned vegetables daily	21.1%	14.5%
Consume 2+ whole grain bread daily	42.9%	23.9%
Consume at least 1 sugar sweet beverage yesterday	N/A	48.1%
Eat meals at home <4 times weekly	N/A	11.2%

Table 3.1: Healthy Eating and Access to Foods
Source: FirstHealth of the Carolinas (Elliott, Roxanne)

Health Indicator	2007	2011
No leisure time physical activity in past month	22.4%	21%
Report sedentary lifestyle	51.3%	55.1%
Workplace is within walking distance of home	N/A	20.4%
Park/playground within walking distance of home	N/A	37.7%
Can purchase healthy foods within walking distance of home	N/A	21.3%

Table 3.2: Active Living
Source: FirstHealth of the Carolinas (Elliott, Roxanne)



Agriculture

Moore County relies heavily on its agricultural farmland. According to the USDA Census of Agriculture (2007) agriculture and agri-businesses generate \$373 million dollars per year in Moore County. Over 800 farms produce an array of crop and livestock products for local, national and export markets. The farms are small, but make up more than three-quarters of the land base with croplands, pastures, and forests. Farming, directly and indirectly, in Moore County creates over 6000 jobs, equating to 13% of the county's job base. The forestry industry has over 300,000 acres of land in the county and has a total income of almost \$49 million. Farm land accounts for over 80,000 acres of land in Moore County, with an average farm size of about 100 acres. According to the NC Department of Agriculture and Consumer Services, Moore County generated over \$142 million in total cash receipts (livestock, dairy, poultry, crops, and government payments) in 2011, ranking 24th out of 100 counties. Livestock, dairy and poultry dominated agricultural products in Moore County, generating over \$123 million in cash receipts in 2011 and ranking 14th in the State. Tobacco (both conventional and organic) continues to be a large part of the economy and agricultural economy of Moore County. Tobacco produced in the Sandhills is in demand in the global market, especially China. Moreover, in 2012 the diversity of Moore County agriculture was reflected in the production of tobacco, wheat, oats, barley, soybeans, corn, cotton, grain sorghum, tree fruits, small fruits, vegetables, and wide array

animal agriculture which includes pigs, chickens, sheep, goats, cattle, bison and at least one award-winning cheese producer. The area is important enough that NC State University established the Sandhills Research Station (SRS), which is on the Moore & Montgomery line to conduct agricultural research of the soils and climate here in the Sandhills. The Research Station is one of eighteen (18) across the state and conducts field research in the production of soybeans, corn, cotton, peaches, small fruits, ornamentals, and turfgrass. Because of the uniformity of the sandy soils, SRS is viewed as one of the premier places in the southeast for drought tolerance research. Basically, there is more that could be said about the vitality and diversity of Moore County agriculture which is taking part in emerging markets and also strong on traditional crops such as tobacco. One challenge that faces farming in Moore County is the average age of its farmers (57 years old). It will be vital to encourage young farmers to get involved with agriculture and promote 4-H and other similar agricultural programs.

Agriculture in Moore County has led to the development of local food programs or projects, which were previously mentioned in the cultural activities section of this document. Many farmers markets have become popular, since 2007, to accommodate the increasing number of customers. This has also led to the creation of the Sandhills Green Farmers Market, Sandhills Winery Farmers Market, and the Sandhills Farm to Table Cooperative. The success of these endeavors have even catalyzed a farm to institution effort to increase the amount of local foods that are purchased by schools, resorts, restaurants and other large food buyers throughout the region.

One aspect of agriculture that is sometimes overlooked is landscaping and the related nurseries, greenhouses, etc. that are associated with this industry. There are over 270 associated landscape

companies located in Moore County. This industry supplies plant material, mulch, pinestraw, and other materials to commercial and residential properties. These companies also utilize pesticides and herbicides as part of their business, many of which are sourced through local agri-businesses in the region. According to NC Department of Agriculture and Consumer Services, nurseries, greenhouses, floriculture, and Christmas trees production was worth \$11.5 million, ranking 17th in North Carolina.

Services

Moore County serves a very large population, in and around the county. Over the last several years, the county has become an urban center within a rural area, attracting visitors from adjacent counties that would rather shop/dine in Moore County than traveling to Sanford, Raleigh, Greensboro, or Fayetteville. Due to that reason, this area has seen a large increase in shopping and dining opportunities over the past five years. Many of the new services, and retail opportunities gives Moore County a cosmopolitan feel with its access to more metro-like services; allowing for an increased pool of potential residents and business owners in which to attract to the area.

Not only do businesses in Moore County serve the local and regional economies, they also serve Fort Bragg. Many U.S. Department of Defense contractors have settled into the Moore County economy and serve Fort Bragg and other military installations within North Carolina, including K2 Solutions, Defense Logistics Solutions, Ballistic Recovery Systems (BRS), etc.

As businesses and services continue to grow and expand, it will be critical to ensure transportation, water/sewer, and broadband technology is easily accessible and available. The Land Use Plan should work to focus new service-

type developments near existing and proposed consumers, yielding more options for people to shop, work, and recreate near where they live.

Retirement

Moore County has relied and will continue to rely heavily on the retirees from across the United States and the world that relocate to the Sandhills. The retiree demographic (55+) has steadily grown over the past 30 years. The core Baby Boomer generation (55-64) age population has more than doubled since 1980. Almost 23% of Moore County's population is over 65 years of age compared to a little more than 13% across North Carolina. Moore County could see a huge influx of the Baby Boomer generation as they sell their homes elsewhere in the United States and relocate to this area over the next 18 years. The quality of life, through golf, horse country, and/or recreation, makes Moore County a very desirable retirement location. The county benefits greatly from having such a high retirement population, with retirees with various backgrounds and education, which contribute to organizations and provide mentorships to the younger generation.

It will be crucial for planners to respond and plan for this ever growing population. As people continue to age, their ability to be mobile often diminishes, making it more difficult for the aged to access goods, services and social opportunities. See the demographics section regarding population for the baby boomers age demographic.

Innovation

The County's retirement community and population have continued to grow over the past 20+ years. However, the younger demographic has not kept pace with this retiree population. In the past year, the younger entrepreneurs have been the focus of future economic

development within Moore County. Moore Forward, which was developed in 2012, is a planning effort created by a diverse group of stakeholders aimed at assessing the opportunity and outlining the details of a multi-faceted social entrepreneurship initiative within Moore County, focusing on young entrepreneurs. This demographic is vital in developing innovative ideas, which could have a significant impact on economic development. Education also plays an important role in providing that foundation and support for this generation to contribute to the future of Moore County. Providing these kinds of opportunities and maintaining the quality of life that Moore County has come to know, will encourage this generation to live and work here in the Sandhills area, as opposed to leaving Moore County and moving to an area, such as Raleigh, Charlotte, Winston-Salem or Greensboro.

Military

North Carolina has the third largest military presence in the world. For Moore County, this fact has even more significance because two (2) of the state's military installations are right next door. Fort Bragg and Pope Field, plus Camp Mackall, are within and adjacent to our county borders. The Fort Bragg / Pope Field Reservation adjoins the southeastern border of Moore County, while Camp Mackall is adjacent to our southern tip.

Since 2005, the Base Realignment and Closure Commission (BRAC) conducted a study to dispose of unnecessary United States Department of Defense (DoD) real estate. The plan included the closing of various military installations and re-alignment of soldiers/units from around the country to other bases. Fort Bragg was chosen as one of the bases to remain open and provide for several units from around the country. Since 2006, the Fort Bragg region has seen an increase of approximately 40,000

military and civilian personnel and their families. These actions have required local planning and preparation to mitigate the impacts of this growth to the community.

Moore County is able to benefit from the economic impact of these installations. A large number of servicemen and women live in Moore County with their families and commute to the installations on a daily basis. The County also has many retired military personnel who have settled in the area. New housing developments have been spurred by Fort Bragg's growth from the Base Realignment and Closure. With the influx of newcomers from around the country, schools, transportation networks, infrastructure and workforce needs will grow.

One main benefit to Moore County's close proximity to these installations is that it has become an ideal location for defense-related companies and has created numerous opportunities for almost any type of business locating or starting up in the area. Many local companies have already been successful at winning lucrative military contracts. In 2011, 53 U.S. defense contracts totaling \$82,350,628 (up from approximately \$25,848,359 in 2010) were awarded to companies in Moore County. Between 2000 and 2011, over 670 US Defense Contracts were awarded to 77 defense contractors in Moore County, totaling \$306,030,466. Another aspect of living so close to the installation is that as new military personnel enter the area, there are also military personnel that are retiring. These retiring military members have a unique skill set and background that cannot be taught at a university or college. Having been leaders within the military, they have the ability to become leaders in the business community, while creating and mentoring other future leaders in the area.

Infrastructure

Providing public facilities and services for the safety, health, and welfare of its citizens is a primary function of local government. Public roads, water and sewer systems, schools, community colleges, libraries, parks and recreational sites, and public buildings are all facilities that may be provided by government. The closer property exists to a public road, public water and public sewer the more chance the land can be optimized as a resource.

Roads

North Carolina has long been known as the “Good Roads State”. The State has the largest state-maintained highway system and the second largest ferry system in the nation. As of 2009, the North Carolina Department of Transportation maintains 79,185 miles of roadway. Moore County is uniquely located at the geographic center of the State, thus well positioned to utilize the State’s extensive public highway system.

Road infrastructure is critical to the County’s economy as roads connect the area to employment centers, hospitals, universities, tourist destinations, as well as distribution points such as deep water ports, and airports that move both goods and people. Roads also provide key evacuation routes for people seeking shelter from natural and man-made disasters. There are several major north/south and east/west highways that exist in or around Moore County that help connect the County to the above mentioned areas in the rest of the State and region.

In 2010, the North Carolina Department of Transportation’s Transportation Planning Branch (TPB) in coordination with the Triangle Area Rural Planning Organization (TARPO) began working with the Moore County Transportation Committee to kick off a Moore County Comprehensive Transportation Plan

project. The project will analyze the transportation needs of the entire County through approximately 2040. Early in the project five key areas (U.S. Highway #1 between Vass and Pinebluff, N.C. Highway 24/27 around the historic districts of Carthage and Cameron, a Western Connector or N.C. Highway 211 bypass around Pinehurst and its traffic circle, and a re-alignment of N.C. Highway 73 in West End) in the County were identified by NCDOT as its proposed priorities.

As of 2012, Moore County has seen the road infrastructure expand within the county related to road widening and new bridge projects. NC Highway 211 is currently being widened from two-lanes to four-lanes to accommodate the increasing traffic from Pinehurst/Aberdeen area, through West End/Seven Lakes to NC Highway 220 (I-73/74). This highway serves the Seven Lakes community and the Village of Pinehurst, as well as the major trucking commerce that enters the county. Several other projects are underway, but the focus will be on the future of US Highway 1, NC Highway 15-501, NC Highway 211 western connector, and the Carthage bypass.

These types of transportation projects will be a driving factor in future development. The coordination of land use and transportation planning should focus on the well-being of a community, assessing and evaluating how land use decisions effect the transportation system and can increase feasible options for people to access opportunities, goods, services, and other resources that improve the quality of their lives. In turn, transportation planning should take into consideration what the existing and future transportation systems may have on land use development demand, choices, and patterns and vice versa, as well as their effects upon the quality of life and the character of Moore County,

including its natural and cultural resources.

Highways

Moore County is located between two major north/south interstate systems, I-73/74 just to the west as well as I-95 to the east, however, neither run through the County itself. Moore County lays approximately equal distance from New York City, New York and Miami, Florida along U.S. Highway #1 which runs from the County line just north of Town of Cameron, to the county line just south of the Town of Pinebluff. U.S. Highway #1 is a multi-lane, limited access highway in Moore County from just south of Vass, to the Lee County line. This highway is Moore County’s main connection to the City of Raleigh, the State Capitol and the Raleigh-Durham International Airport (RDU) located between the cities of Raleigh and Durham along I-40. Travel times to and from Moore County to RDU improved with the opening (in December 2012) of the I-540 extension that connects U.S. Highway #1 directly to the airport via a limited access interstate highway loop.

Another north/south highway in Moore County is U.S. 15-501 that primarily connects Carthage to Aberdeen via the Pinehurst traffic circle where N.C. Highways 2 (Midland Road), Highway 211, and Highway 2; linking the Pinehurst Village business and historic district with the traffic circle.

North Carolina Highway 211 traverses the County east to west along the ridge that divides the Cape Fear and Lumber River Basins. In 2012 the NCDOT initiated a road widening project to widen the two-lane highway from West End to the Pinehurst traffic circle. Large portions of the highway corridor that were widened in 2012-2014 exist in a vacant or undeveloped state. Currently limited water availability and a lack of public sewer are the minimum

limiting factors for future development. Along the corridor on the east side of the county plans are being considered to widen a portion of the highway from Aberdeen to the Hoke County line in the future. This particular need stems from the increased traffic going to and from Fort Bragg and the cities of Raeford and Fayetteville as well as other points east of Moore County.

North Carolina Highway 24/27 runs east/west through the County and throughout the State connecting Charlotte in the Piedmont to Jacksonville on the Atlantic Coast via Fayetteville. In areas outside of Moore County, this highway has experienced much spending by the NCDOT to widen the road to a multi-lane expressway-type facility in the past 10-15 years. This road provides a significant east/west connection for the State between U.S. Highway #64 to the north and U.S. Highway #74 to the south.

North Carolina Highway 705, better

known as Pottery Highway/Road, connects the unincorporated area of Eagle Springs to Seagrove via the Town of Robbins. Just north of Robbins the highway helps to connect other unincorporated areas in northwestern Moore County, such as Westmoore, Whynot, and Jugtown which were home to some of the first potters in Moore County.

According to NCDOT Scenic Byway routes are “carefully selected to embody the diverse beauty and culture of the Tar Heel State and provide travelers with a safe and interesting alternate route”. North Carolina Highway 24/27, west of Carthage (Sandhills Scenic Drive) and North Carolina Highway 705 (Pottery Road) were recently named Scenic Byways by the NCDOT. Highway 73 is currently under study for potential Scenic Byway designation.

Most all of the County’s highways are maintained solely by the North Carolina Department of Transportation.

However, many streets within the County’s municipal limits are maintained by a municipal public works department. Coordination is key when more than one entity has the responsibility for roadway maintenance.

Private Roads

Moore County has several miles of private roads, primarily in the County’s unincorporated areas. Some private roads serve one or just a few homes or businesses while some serve several homes, such as in the case of medium to large sized subdivisions and even very large gated communities. In the past, private roads were created with little policy or regulations including width, construction standards, or maintenance. Private roads must be maintained by an individual property owner, a homeowner’s association, or through some other similar mechanism. When private roads are established and maintained properly they can exude a rural ambiance that is indicative of Moore County’s past. However, when these types of roads fall into a state of deferred maintenance they can make accessing the property difficult not only for the property owner, but also for visitors, delivery companies, and fire and rescue workers which can delay their response times.

Railways

Railroads have played a key part of Moore County’s long history including its economic development. In the 1870’s the first rail corridors were created through the Sandhills, providing a means to ship the products of the pine forests such as timber, and turpentine. Towns such as Aberdeen, Pinehurst and Southern Pines, as well as many other small ones developed along the line as shipping points. By the 1880’s another industry developed in the Sandhills that bolstered the importance of the railroad, healthcare. Many found refuge in Moore County due to its clean air, mineral springs while in route to Miami, Florida on their way south from New York City,

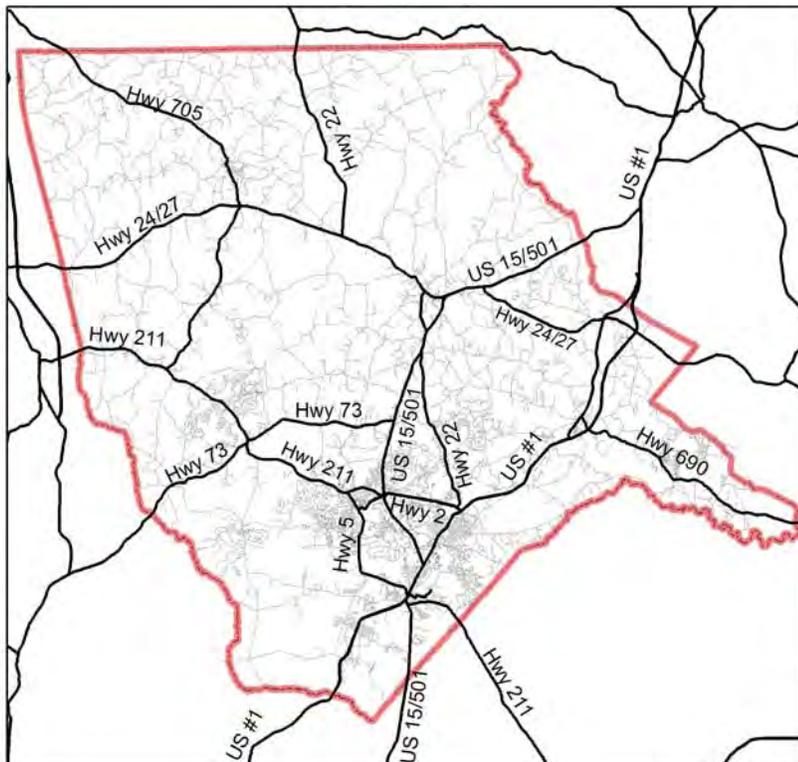


Figure 3.1: Moore County Highways and Streets
Source: Moore County Geographic Information Systems (GIS), 2012

as Moore County was an approximate half way point along their journey.

Today Moore County has one Class 1 freight railroad running north and south through the County, CSX. Amtrak operates its passenger rail train along this same line as well with a stop in downtown Southern Pines. Two shortline railroads also operate in the County primarily supporting local industries by transporting raw materials and finished products to Class 1 rail lines. One, Aberdeen Carolina & Western Railway, a regional shortline freight railroad, is unique in the shortline rail business as it connects with both the CSX and Norfolk Southern Class 1 networks. A second regional shortline is the Aberdeen Rockfish Railroad which interconnects with the Class 1 CSX lines in Moore and Cumberland Counties as well as the Aberdeen Carolina & Western line that terminates in Aberdeen.

The rail lines that traverse Moore County, running through both incorporated and unincorporated area, occasionally transport large amounts of hazardous waste/chemicals. When sensitive land uses (such as residential development or non-rail reliant uses) are located close to railways, there can be land use conflicts like noise, vibration, and safety/hazardous (chemical spills, explosions, or derailment) concerns. Understanding the use of the existing rail lines allows for thoughtful planning for development near these areas in the future. There are currently no development standards in place to specifically address these land use conflicts associated with these rail corridors. However, in the [Moore County Multi-Jurisdictional Hazard Mitigation Plan \(pg. 6-8\)](#) it discusses the amount of existing and potentially vulnerable property within one hundred feet of an existing rail line, which is addressed by Goals #1, #2 and #6 of the hazard mitigation plan.

Airport

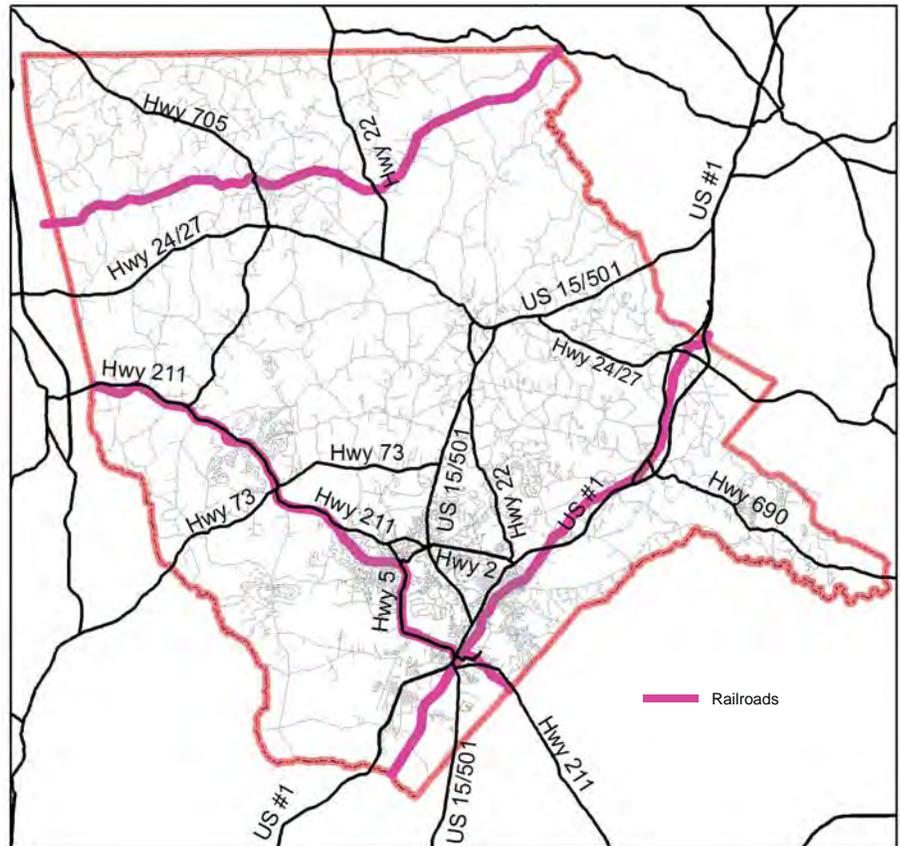


Figure 3.2: Moore County Railroads
Source: Moore County Geographic Information Systems (GIS), 2012

Airports throughout North Carolina are an integral part of providing a connection to the global markets, linking businesses and people together. This relationship generates economic activity, commerce, and tourism. There are over 108,000 jobs (directly and indirectly) that are supported by 72 publicly owned airports within North Carolina and contributes \$26 billion annually to the economy. A study conducted by the Institute for Transportation Research and Education at North Carolina State University found that the Moore County Airport had an economic impact of \$35.24 million in 2010 and accounted for 260 jobs in the region.

The Moore County Airport (KSOP) serves as a vital transportation hub for not only local businesses and the tourism industry, but for government contractors

and the military. The airport is currently used for general aviation, but has served commercial air service in the past for US Airways and Delta Airlines. The airport has one asphalt runway, measuring 5,903 feet in total length. As of June 2012, the airport saw operations at an average of 25 aircrafts per day. This includes 62% transient general aviation, 27% local general aviation, 10% air taxi, and 1% military. The Moore County Airport recently completed lengthening the runway and modifying the existing facilities to accommodate commercial air service in the future, especially for the hosting of the USGA 2014 United States Men's and Women's Open Championships.

Water Systems

A safe and reliable drinking water supply is critical to the viability and vibrancy of existing communities and to the potential of future planned growth. Increasing demand for approximately 28,000 new residents by 2030, along with an additional 12,000 new non-industrial and 2,000 new industrial jobs will require the collaboration of water purveyors in the County to plan for growth where it can be best served. Certain existing water systems can absorb much of this growth in the County if development is planned with water infrastructure in mind. Collaborative planning for water infrastructure in and of itself can be an economic incentive for new and/or expanding businesses. Having infrastructure, especially water, in place can often direct desired growth to specific locations while also reducing costly line extensions and/or system upgrades.

Moore County commissioned a study, commonly referred to as the “McGill Study” that was conducted in 2007 by McGill and Associates in order to

study the existing water systems in the County as well as to identify and analyze future potential water sources. The study was subsequently updated by McGill and Associates under the title: “Cape Fear River Basin Sub-Regional Water Supply Plan, Moore County, North Carolina” completed in June 2011, while under contract to perform the study for the Fort Bragg Regional Alliance.

The study found that as of 2011, public water service is available to approximately 57,605 of the County’s 88,247 residents by the Moore County Public Utilities Department, East Moore Water District, and nine (9) additional municipalities that operate water distribution systems, most of which are in the southern portion of the County, and the Town of Robbins. (McGill, 2011, page 53) The remaining population of the County, approximately 30,642, is not served by a public water supply system, rather they are supplied by a private water system, such as Woodlake, or a private well(s). Table 3.3 below is a summary

of values presented in the Water Source Evaluation and Plan: County of Moore, North Carolina conducted by McGill and Associates dated July 2008.

Based on the updated McGill Study, as of 2011 all the public water supply systems in Moore County produced a total average daily demand of approximately 7.12 million gallons per (MGD). The 2011 McGill Study did not list the maximum monthly average demand as did the 2008 study. However, in 2007 all the public water supply systems in the County produced a total maximum monthly average demand of approximately 9.10 MGD. This increased demand is typical of usage rates during the summer months of June, July, August, and September. Figure 3.3 on the following page depicts the current public water systems in Moore County.



System Name	# of Water Connections	Est. Service Pop.	2010 Avg. Daily Demand (MGD)	2010 Max. Daily Demand (MGD)	Total Capacity	Water Purveyor/ Source
MCPU-Pinehurst	7,669	12,450	1.800	3.954	3.950	Wells/Harnett Co.
MCPU-Seven Lakes	2,540	6,365	0.430	0.881	0.990	Wells/Harnett Co.
MCPU-Vass	421	834	0.088	N/A	0.200	Harnett Co.
MCPU-Hyland Hills	129	335	0.027	N/A	0.050	Harnett Co.
MCPU-Addor	47	116	0.025	N/A	1.000	Southern Pines
MCPU-Robbins	20	56	0.009	N/A	0.100	Montgomery Co.
MCPU-Carolina	9	25	0.008	N/A	1.000	Southern Pines
MCPU-High Falls	4	11	0.003	N/A	0.025	Chatham Co.
East Moore Water District	1,366	3,248	0.237	N/A	2.000	Harnett Co.
Town of Southern Pines	7,883	15,000	2.680	6.110	8.000	Drowning Creek
Town of Aberdeen	3,506	6,500	0.980	2.391	1.890	Wells
Village of Whispering Pines	1,503	3,577	0.258	0.414	0.591	Southern Pines
Town of Carthage	1,289	2,414	0.241	N/A	1.000	Nick’s Creek
Town of Pinebluff	850	1,500	0.190	0.320	0.590	Southern Pines
Town of Robbins	650	1,332	0.154	0.384	0.195	Montgomery Co.
Town of Taylortown	366	900	0.066	0.117	0.189	Wells
Foxfire Village	524	902	0.069	N/A	0.141	Wells
Town of Cameron	204	490	0.031	0.056	0.083	Wells

Table 3.3: Summary of Water Systems, Usage and Capacities in Moore County (McGill 2008)

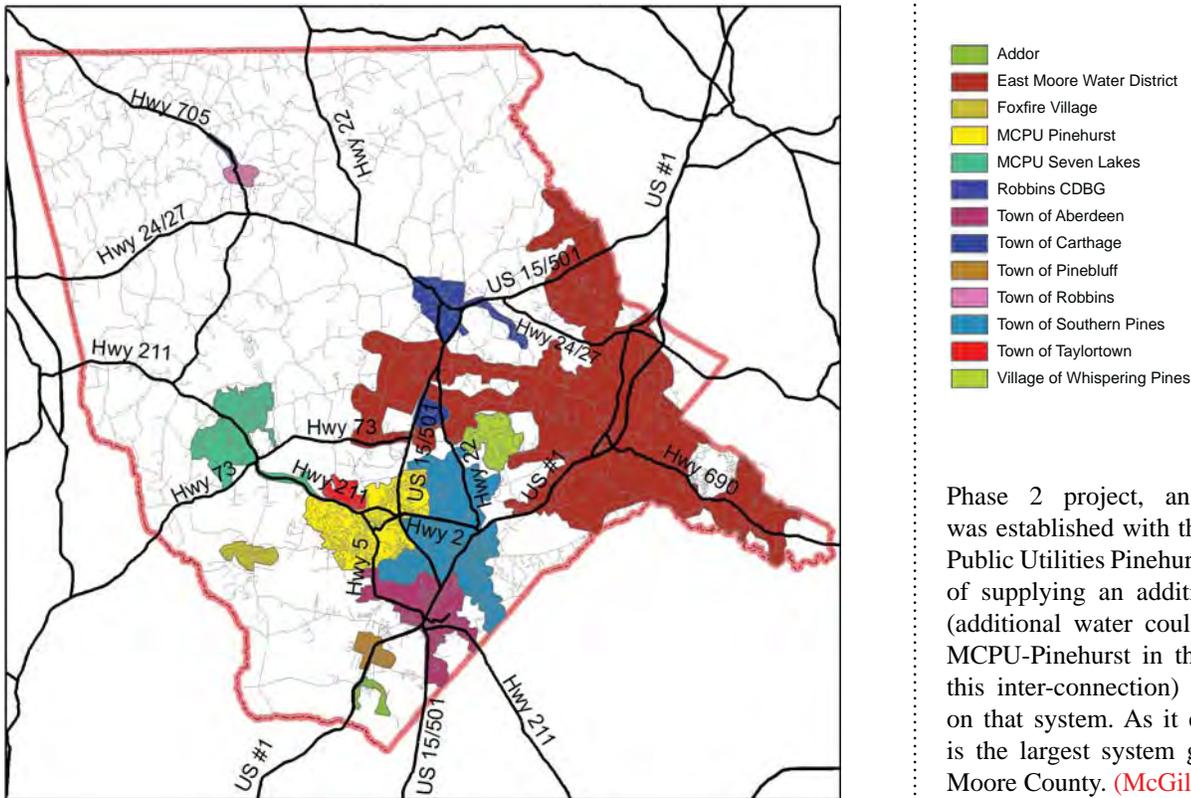


Figure 3.3: Moore County Public Water Systems
 Source: Moore County Geographic Information Systems (GIS), 2012

Three of the largest water systems of the Moore County Public Utilities (MCPU) systems are the MCPU-Pinehurst, MCPU-Seven Lakes, and the East Moore Water District. MCPU-Pinehurst serves the second highest population in the County behind only the Town of Southern Pines. However, the MCPU-Seven Lakes system has the 3rd highest number of users of all systems in the County, including the East Moore Water District. Below are two brief descriptions of the significant upgrades made in the past few years by two different water systems in the County.

East Moore Water District (EMWD)

Since 2000 the County has experienced two major droughts, one in 2000 and another in 2007. According to the North Carolina Drought Management Advisory Council, as of December 11, 2012, the region was still in a state of moderate drought. To overcome some

of the challenges of persistent drought the water systems in the County have added additional capacity as well as additional public water lines to their systems. Specifically, Moore County Public Utilities received funding from USDA-Rural Development to establish the East Moore Water District. This system, as its name implies, serves the eastern portion of the County primarily east of U.S. Highway 15-501, south of N.C. Highway 24/27 and north of the Little River. The water source was established by connecting to the Harnett County water system that uses water from the Cape Fear River. The intent of the system is to supply water to rural residents to improve their quality of life; the system was not necessarily designed to promote growth or support large subdivisions in the District. The system currently supplies water to approximately 3,248 people as of 2010. (McGill, 2011, pg. 43) As part of the EMWD

Phase 2 project, an interconnection was established with the Moore County Public Utilities Pinehurst system capable of supplying an additional 1.15 MGD (additional water could be supplied to MCPU-Pinehurst in the future through this inter-connection) to the customers on that system. As it exists the system is the largest system geographically in Moore County. (McGill, 2008, pg. 44)

Town of Southern Pines Water System

The Town of Southern Pines is currently the largest municipal water system in the County with an average daily demand of approximately 3.39 MGD in 2010. (McGill, 2011, pg. 17) However, the total capacity of the Town’s water supply is 8.0 MGD. Furthermore, its North Carolina Department of Environment and Natural Resources permit allows the Town to treat as much as 14 MGD from the Drowning Creek as long as 56 cubic feet per second of stream flow is maintained at the United States Geological Survey monitoring gauge located downstream of the intake. (McGill, 2008, pg. 20) In the summer of 2012, the Town of Southern Pines completed filling its new 36 acre, 140 million gallon water reservoir. The reservoir was constructed next to the Town’s water treatment plant on Drowning Creek southwest of Pinebluff. The reservoir is engineered to provide the Town and its water customers with a 30 to 90-day supply of water, even if Drowning Creek runs dry.

The McGill Study (2008) went on to state that population and water demand projections for a fifty (50) year planning period exceed 17.44 MGD for total average daily demand and maximum monthly average demands totaled approximately 22.84 MGD. (McGill, 2008, vii) Currently, the county's systems could supply approximately 15.92 MGD, so additional water resources are projected to be necessary in the future to supply the County's increased demands.

The study identified several viable short and long-term options that included both surface and ground water resources that could increase the water availability to the citizens of Moore County. However, each of these resources will need to be analyzed. In the State of North Carolina, water system owners cannot construct raw water intakes, water treatment facilities, raw water reservoirs, and distribution system improvements without first obtaining permits from all applicable regulatory agencies. Projects

that impact waterways, wetlands, and other sensitive areas are also typically required to undergo an extensive environmental review to determine that no significant impacts are created by the project. (McGill, 2008, p.128) This is important because one of the most potentially productive surface water resources the County has is the Deep River. However, the Deep River is home to the Cape Fear Shiner, an endangered species of minnow. Other species in the tributaries of the Deep River, such as the Yellow Lampmussel, Brook Floater, and Carolina Darter, are species of concern meaning they too, if not protected, could become listed as endangered species. By these other species being added to the endangered species list, it could further complicate the opportunity to withdraw water from the Deep River to meet the County's future needs. Actions by Moore County that help recover the Cape Fear Shiner and reduce the threats to the other at-risk species will help alleviate these concerns and proactively meet

regulatory requirements.

The protection of these potential future water supply sources is a critical component of the land use plan. Local land use and zoning decisions can have a profound impact on the risk of contamination to valuable drinking water supplies. Water supplies have varying degrees of vulnerability to contamination due to the nature of the aquifer being used, the size of the watershed, existing land uses and the potential sources of contamination within a recharge or watershed area. Existing regional and county water resource studies should be used to inform local planning efforts.

Another challenge facing water purveyors in Moore County is the limitations the State of North Carolina has placed on the transfer of water between river basins and river sub-basins. These transfers are referred to as inter-basin transfers, or IBTs, and pose a significant challenge as only a limited amount of water may be transferred between the sub-basins. This means that water sources, consumption and wastewater disposal is best if it occurs in the same sub-basin. Moore County, however, has pockets of dense population within the various sub-basins. Going forward satisfying the State's regulations on IBTs will prove a true land use planning and engineering challenge.

Lastly, other than road access to a property, virtually no other piece of public infrastructure increases the development potential and value of land than access to public water. Decisions regarding growth and proposed land uses should consider planning-level assessments of the adequacy of drinking water resources for the planning time period under consideration. For the proposed number and location of homes, businesses and industrial facilities to be viable, the availability, costs and timeframes to provide an adequate water supply must be achievable.

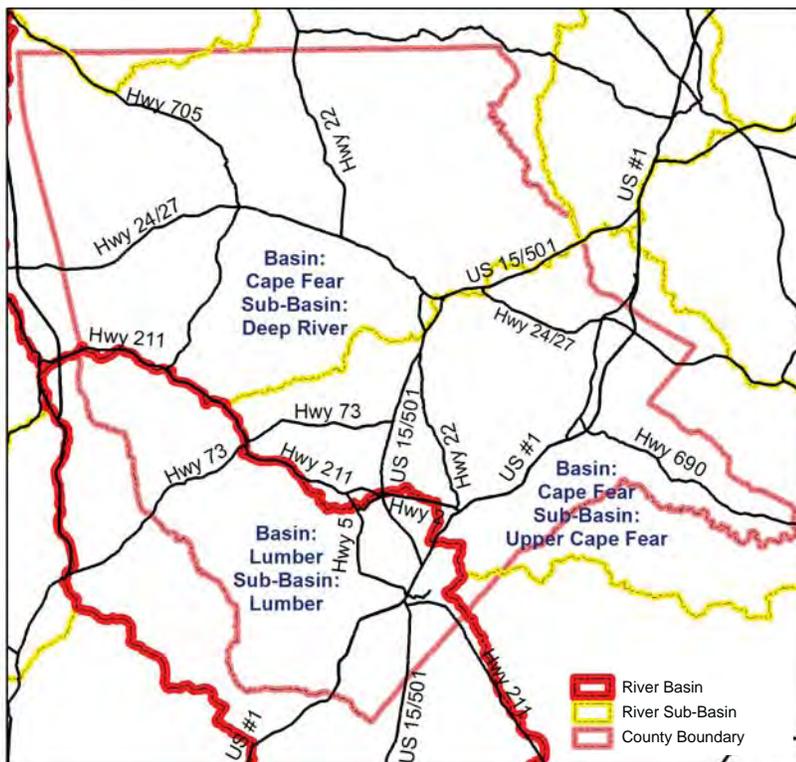


Figure 3.4: Moore County River Basins & Sub-Basins

Source: Moore County Geographic Information Systems (GIS), 2012

Water Model

Moore County staff has developed a computer model to simulate the hydraulics of the existing water distribution system. In the model, a water demand is assigned to each user on the water system and the current sources are utilized to satisfy that demand. The model incorporates pipes, pumps and tanks representing the existing system. Controls are established to activate the pumps, similar to the real system. The model is most useful in determining system deficiencies, running maximum day and fire flow scenarios, and comparing water supply alternatives. Any scenario involving the transmission of water can be simulated by the model, as well.

Private Wells

Private wells are heavily utilized within Moore County due to the limited public water available to residents outside of the municipalities. Over the past several years, the East Moore Water District has provided opportunities for residents to tap into the public water system and abandon their wells. There are two different types of wells that are constructed in Moore County; bored wells and drilled wells (rock and sand). Bored wells are shallow wells excavated with earth augers. The larger bored wells are usually cased with concrete pipe and are the modern equivalent of the older dug wells.

Drilled wells use two methods, rotary or percussion drilling. Rotary drilling uses drag or roller bits attached to the end of a rotating drill stem. In the hydraulic-rotary method, driller's mud, a slurry of water and clay, is circulated in the hole to cool the bits and remove cuttings. The air-rotary method uses compressed air instead of driller's mud. A number of other additives may be used by the driller, depending on the type of conditions encountered during well construction. The more common of the two drilled wells are sand wells.

Bored wells are not as widespread now, but sand and rock wells vary throughout the county. However, the percussion method repeatedly drops a heavy weighted chisel bit to break up the formation of the borehole. (source: NC Cooperative Extension Service: Water Quality & Waste Management – Your Water Supply)

There are many issues that may arise with private wells, including the well drying up and contamination. Many wells, especially in rural communities,

have run dry and now residents are in need of a water source. Many times, other wells are drilled or, depending on the location, a public water supply can be provided. Contamination is another common issue with private wells. Wells must be constructed a minimum distance from either a septic tank and/or sewer lines that may be located in the area to avoid potential contamination of the well.

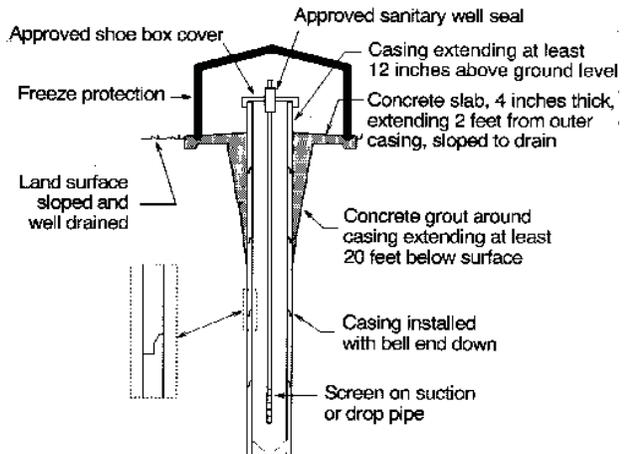


Figure 3.5: Typical Bored Well (sand well)

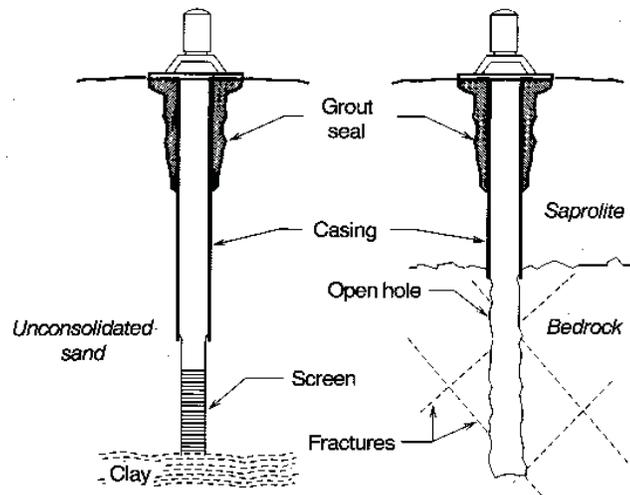


Figure 3.6: Typical Drilled Well (rock well)

Sanitary Sewerage

In 2010, approximately 36,831 (or 42%) of the County’s 88,247 citizens were served by a publicly-owned wastewater collection system. (McGill, 2011, pg. 71) Wastewater generated by these customers is currently treated at one (1) of three (3) public treatment plants, including:

- 10.0 MGD (permitted capacity) and 6.7 MGD (current hydraulic capacity) Moore County Water Pollution Control Facility (WPCF) in the Adдор Community
- 1.3 MGD Robbins WWTP currently serving the Town of Robbins
- 60,000 GPD Moore County-Vass WWTP serving the Town of Vass that was removed from service in January 2013. Customers previously served by this system are now served by a lift station and force main running from near the existing Vass plant south along U.S. Highway #1 to the County’s pump station and sewer interceptor system and ultimately to the Adдор plant.

According to NC Department of Water Quality, Moore County has two (2) permitted and privately-owned wastewater treatment facilities that provide service to approximately 1,900 additional residents, including (McGill, 2011, pg. 71):

- 1.0 MGD Woodlake County Club WWTP that is owned and operated by Aqua North Carolina.
- 12,000 GPD Crystal Lake WWTP that serves approximately 16 apartments near Vass.

The Moore County Water Pollution Control Facility is the primary wastewater treatment facility in Moore County, serving Pinehurst, Southern Pines, Carthage, Aberdeen, and Vass.

County leaders have committed to a significant investment that will utilize the plant as the primary treatment facility for the foreseeable future. Since the plant discharges wastewater into the Lumber River sub-basin, surface water that is withdrawn from other basins (such as the Cape Fear River in Harnett County, the Deep River in northern Moore County, and Lake Tillery in Montgomery County) is subject to current IBT regulations. (McGill, 2011, pg. 72) During the land use plan update process the option of establishing a new water pollution control facility that would discharge into the Cape Fear River basin (Upper Cape Fear River sub-basin) was discussed and recommended for further study. A plant in this sub-basin would not require an IBT for new development that would be supplied water from the Upper Cape Fear River sub-basin.

The Town of Robbins wastewater plant has substantial excess capacity and currently discharges just 12% of the 1.3 MGD permitted capacity of the plant. The plant previously provided wastewater service to several industrial facilities, including the Perdue Chicken Plant, which closed in 2003. Due to the significant reduction in flows, plant operators only treat flows with one (1) of the two (2) “trains” that exist at the plant. The excess capacity in the plant may allow the Town to provide future sewer service to the northwestern portion of the County, including the Northwest Moore Water District area and the proposed mega-industrial site near the Moore/Montgomery County border. The plant may also be utilized to treat wastewater that was originally

withdrawn as surface water in Harnett County due to the discharge to the Deep River and the NCDWR “cork rule”. (McGill, 2011, pg. 73)

Another wastewater treatment method that may be viable in the future in Moore County is small decentralized community collection and treatment facilities, similar to “package plants”, to treat wastewater. These types of systems generally serve smaller, more rural areas that don’t have access to a larger public system, where costs may be prohibitive to connect to a public facility. These systems generally serve residential communities or clusters of homes and dispose of wastewater through a subsurface system rather than a surface water discharge. (McGill, 2011, pg. 75)

Small decentralized community collection and treatment systems may prove to be beneficial in Moore County in areas where it is cost prohibitive to connect to a public system. Such systems also may help Moore County comply with IBT regulations if the system discharges the wastewater via subsurface system into the same sub-basin as the water source sub-basin. Decentralized systems should be evaluated on a case-by-case basis to determine if they are a feasible and appropriate method of wastewater disposal for a particular area. (McGill, 2011, pg. 75)

The remaining citizens of Moore County not served by a publicly owned wastewater collection system, approximately 51,416 (~56%), are assumed to be served by a private septic system or similar situation. According to the American Communities Survey

Owner	2010 Avg. Daily Flows	Permitted Capacity	Discharging Basin	Type
Moore County	4.5 MGD	10.0 MGD	Lumber	Public
Town of Robbins	0.155 MGD	1.3 MGD	Deep River	Public
Woodlake Country Club WWTP	Unknown	1.0 MGD	Cape Fear	Private
Crystal Lake WWTP	Unknown	.0012 MGD	Cape Fear	Private

Table 3.4: Existing Wastewater Treatment Facilities & Respective Capacities

99.5% of occupied housing units have complete plumbing facilities meaning that only about 169 occupied housing units do not have complete plumbing facilities. (ACS, Tenure By Plumbing Facilities, B25049)

According to the NRCS Soil Survey for Moore County, the Candor (sandy) soils in the southern portion of the County accommodate the private septic systems for sewerage disposal. The soils in the remainder of the County are not as accommodating due to their slope, depth to bedrock, and wetness. However, the sandy soils in the southern portion of the County around streams, floodplains, wetlands, ponds and other water bodies tend to have a higher rate of system failure as is the case around the water bodies in Seven Lakes, Woodlake and Whispering Pines.

The map below (Figure 3.8) depicts the parcels of land in Moore County that are within 300' of a public water line (light blue), parcels within 300' of a public sewer line (green), and those parcels that are within 300' of both a public water AND sewer line (orange). The parcels that are shown in orange on the map below are also some of the highest value parcels per acre in the County. During the Land Use Plan Steering Committee's meetings several discussions focused around encouraging development in areas that had existing infrastructure and the ability to support it. Making future investments in areas served by existing infrastructure will go a long way toward providing that "encouragement". Those future investments could come in the form of increased capacities, maintenance, or additional service mains and laterals in and close to the existing infrastructure. Additionally, during the Steering Committee's many meetings, it was discussed that extending public water and sewer services, especially to areas not currently served in the rural parts of the County, would significantly increase

the chances for low-density development. Low density development in rural areas of the County could consume prime agricultural and environmentally

sensitive land, while also increasing the need for additional public services such as: traffic/transportation, schools, and public safety.

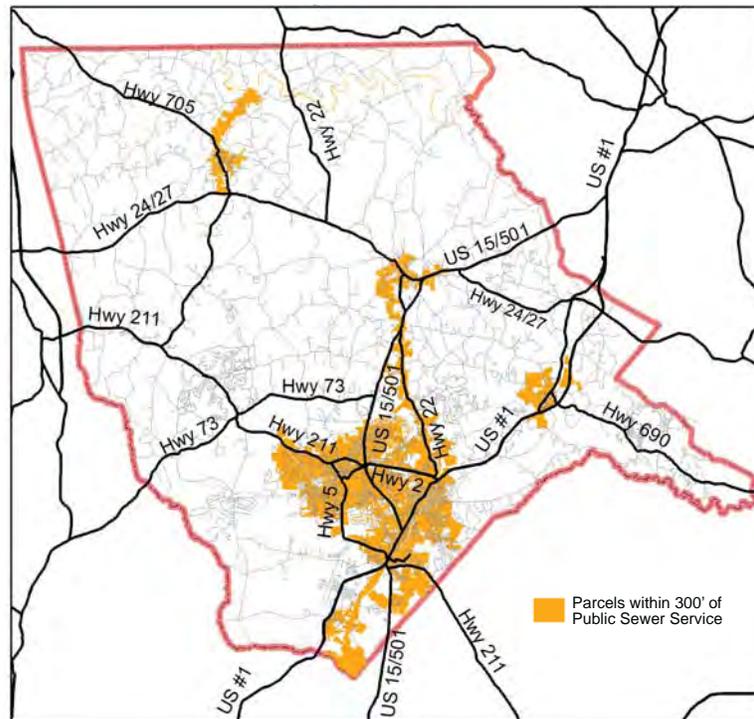


Figure 3.7: Existing Public Sewer Infrastructure (approximate and for planning purposes only)

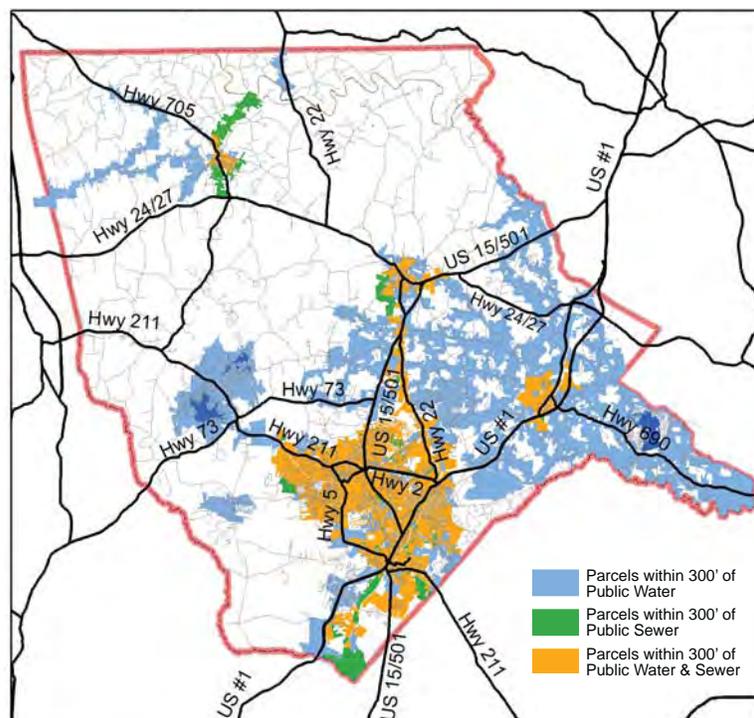


Figure 3.8: Existing Public Water & Sewer Infrastructure (approximate and for planning purposes only)

Energy

In addition to water and sewer infrastructure, the ability to create and distribute energy/power to homes and businesses is a critical piece of a community's infrastructure. Site and facility planning consultants often rank energy availability as one of the top site-selection factors for any project. Moore County has extensive and typically adequate service coverage for electric energy; however, natural gas is not as widely available. Additionally, in the field of energy and energy production the concept of domestically and/or locally producing and consuming energy has come to be a new movement. Moore County, being a rural community with a rather dense urbanized core of energy consumers, stands to benefit from the local energy movement. Various forms of local energy production from shale gas and/or renewable energy from solar as well as biomass are all opportunities for the community.

Electric

Moore County is now served by only one investor-owned utility company for electric power since Duke Energy merger with Progress Energy Carolinas. Duke Energy primarily supplies power to the southern portion of the County, as well as an area around the Town of Robbins. There are also three electric membership corporations (EMC) delivering energy to Moore County electric users, Randolph Electric Membership Corporation, Central Electric, and Pee Dee Electric. Randolph Electric Membership Corporation primarily serves customers in the northwestern portion of the County, while Pee Dee Electric primarily serves customers in the southwestern portion of the County. The Central EMC serves primarily the northeastern section of the County east of Carthage.

Natural Gas/Propane

Many of Moore County citizens and businesses purchase natural gas from

Piedmont Natural Gas delivered from underground pipes through a metered service. As of 2012, this resource is primarily only available in the southern portion of the County. However, according to the company's service area map website, a customer initiated line extension may be available. Much of the County that utilizes "gas" as a fuel/heat source is actually using propane which is delivered via a truck delivery based group of businesses that fills individual fuel tanks at a residence or place of business.

Hydraulic Fracturing

A report on this topic was performed by the North Carolina Department of Environment and Natural Resources (NCDENR) in response to Session Law 2011-276 to study the issue of oil and gas exploration in the state and specifically the use of directional and horizontal drilling and hydraulic fracturing for natural gas production. **(The full report is available on the NCDENR website)** A subsequent action by the North Carolina Legislature was the enactment of Session Law 2012-143, entitled the Clean Energy & Economic Security Act which became law, effective August 1, 2012. This new law requires... "the newly reformed Mining and Energy Commission and other regulatory agencies to develop a modern regulatory program for the management of oil and gas exploration and development activities in the State, including the use of horizontal drilling and hydraulic fracturing...".

This is a key issue for Moore County as some of the suspected productive shale gas areas of the State exist in Moore County, primarily in the Triassic Basin geology which is located mostly in the northeastern part of the County. Some of the challenges facing the Mining and Energy Commission include how to regulate the hydraulic fracturing process (including the chemicals utilized to make the shale gas flow), and how to protect the State's water resources. Today's

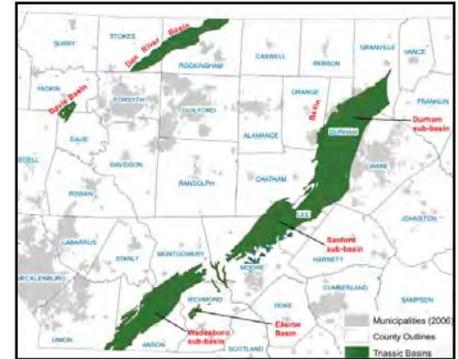


Figure 3.9: Generalized Locations of Triassic Basins in North Carolina

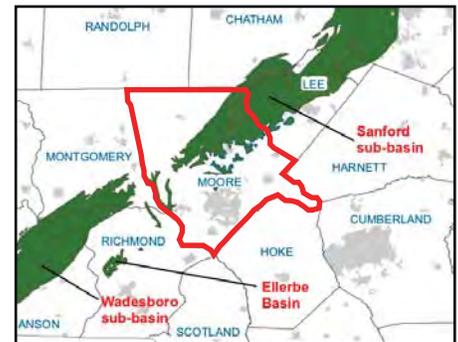


Figure 3.10: Generalized Locations of Triassic Basins in Moore County

Source: Section 1 - Potential Oil & Gas Resources
www.raleighpublicrecord.org

current hydraulic fracturing technology often requires large amounts of water to "frack" or hydraulically fracture the rock layers that hold the shale gas. An additional challenge being considered is how to safely dispose of the water that was utilized to perform the hydraulic fracturing process. Other impacts stemming from the hydraulic fracturing industry that relate to planning, and specifically land use, are related to transportation, population growth booms, and the related impacts to community services such as public education.

Solar

Solar energy is derived from facilities that are constructed to collect the sun's rays and convert them into electrical power that can be either used on site or interconnected with the power grid for off-site energy consumption. According to the National Renewable Energy Laboratory for the U.S. Department of Energy, Moore County has 'good' potential for solar power production. Industrial sized, multiple megawatt producing facilities can often occupy several acres of land, sometimes as much as eight (8) acres per MW produced. Typically these facilities are sited along existing major power transmission lines so the energy created can be easily transferred to the lines for distribution to customers throughout the power provider's service area. From a land use perspective, these facilities can be accommodated adjacent to residential properties as they emit little noise and/or glare. Furthermore, some solar collection facilities have even been integrated into livestock pastures to augment the farmer's income from their land, as well as act as a way to preserve the land in an "open" non-forested state.



Bio-fuels

Bio-fuels are liquid fuels that include bio-ethanol and biodiesel, which are derived from other materials such as waste plant and animal matter. These fuels are often used as a replacement for gasoline and diesel fuels. These fuel types are considered a renewable fuel, unlike fossil fuel based fuels, such as crude oils, coal, and natural gas and can be produced locally. Furthermore, when consumed they emit considerably less greenhouse gases than non-renewable fuels.

North Carolina is home to the Bio-fuels Center of NC, tasked with developing a large-scale bio-fuels industry sector to reduce, not only the nations, but also the State's dependency on imported

petroleum. According to their website, the Bio-fuels Center was created in 2007 and is permanently funded by the North Carolina General Assembly to implement a strategic plan so the State's farmers, bio-fuels manufacturers, bio-fuels workers, and consumers benefit from this emerging multimillion-dollar, locally grown industry. The Bio-fuels Center has a goal to help develop an industry that can produce approximately ten percent (10%), or 500-600 million gallons, of the State's annually consumed liquid fuels. If realized, this goal could provide new opportunities and income to farmers and landowners, especially in the rural areas of the state.

Wireless Communication Facilities

The major wireless communication service providers have an established coverage network throughout the County. As for wireless data coverage the southern, more urbanized area of the County is beginning to see the availability of 4G (fourth generation) service, while much of the County has some variation of at least 3G (third generation) coverage.

Fire & Rescue Departments & Emergency Services

Moore County residents are served by twenty-two (22) Fire/Rescue Departments located throughout the County. The County also hosts a North Carolina Division of Forest Resources Station on N.C. Highway 73 that, amongst other services, assists with responses involving forest fires.

Moore County Emergency Medical Services (MCEMS) provides seven Paramedic level ambulances, two Paramedic level Quick Response Vehicles (QRVs) and one EMS Shift Commander vehicle responding from nine strategically located bases throughout the County. Moore County EMS operates on two different shift schedules of 24/48 hours as well as 12 hours. MCEMS provides advanced life support and pre-hospital emergency care for the entire County.

As development occurs it is important to consider how new homes and businesses will be served with fire and rescue, and emergency medical services. Placing development closer to existing stations can reduce response times, and typically decrease fire insurance rates for citizens who reside in developments closer to fire and rescue service stations. As new development occurs the County must continue to assess how the development will be served by these critical services and where the services will be based geographically throughout the County.

Chapter Highlights

- *Water is the most precious natural resource in Moore County, including numerous streams, rivers, lakes, floodplains, wetlands, and watersheds, which must be protected and managed while considering development.*
- *Protection of the working farms, water supplies, endangered ecosystems, and open space can be accomplished through various programs, working with landowners, including Sandhills Area Land Trust.*
- *Moore County is located at the upper elevations of two major river basins limiting the amount of surface water that is available. When planning future land uses, the County must work together with its municipalities, water providers, and state agencies to make sure future populations can be served while meeting the regulations associated with inter-basin transfers.*

Moore County's natural resources stem from two distinctly different ecosystems. The northern portion of the County falls into an area known for its hilly terrain, clay soils, and mixed hardwood and pine forests, a typical North Carolina piedmont-like condition. While on the southern end of the county, the landscape is made up of rolling Sandhills that once was coastal sand deposits along the Atlantic Ocean. The North Carolina Sandhills, and specifically Moore County, boasts an impressive diversity of plants and animals, supporting up to 40% of the state's biodiversity. It is home to five federally endangered species and forty-one species of federal concern. Some species such as the Sandhills Chub, a fish, and the St. Francis Satyr, a butterfly, occur nowhere else in the world. Many of these animals live in habitats that occur within the longleaf pine ecosystem, a nationally and internationally recognized rare and valuable natural system. Outside of the Sandhills region but within the county borders, there are an additional 5 federally endangered species. For example, the endangered Cape Fear Shiner, which only occurs in the upper Cape Fear River Basin, resides in some of the brown-water stream systems in northern Moore, Lee, and Harnett counties. (source: NCWRC GGT - Sandhills Regional Appendix)

Regional Geology, Soils & Topographical Relief

A region's landforms, drainage patterns and soils are the result of an interaction between the underlying geology and climate. The County of Moore is located along the boundary between three distinct geologic basins. This condition is unique in that few other North Carolina counties fall within three distinctly different geologic regions.

The Carolina Slate Belt in the northwest portion of the County consists mostly

of rocks originally deposited on or near the earth's surface by volcanic eruption and sedimentation (NC Geological Survey 1985). The Triassic Basin in the northeast is believed to have formed during the rifting accompanying the breakup of Pangea and the opening of the Atlantic Ocean approximately 200-190 million years ago and contains mostly sedimentary rocks. (Olsen et al. 1991; Rogers 2006) This area of the County has recently been the focus of a study on shale gas production through the method known as hydraulic fracturing.

The Coastal Plain in the southern portion of the County is a region of broad, relatively flat terraces of primarily unconsolidated sediments and carbonate rocks. These materials, ranges in age from Cretaceous to Quaternary, were deposited in shallow seas by rivers draining the Blue Ridge and Piedmont provinces (Rogers 1999).

The County has distinctly different soil types in the north when compared to those soils in the south. In the northern portion of the County the Carolina Slate Belt and the Triassic Basin underlay the soils of the Southern Piedmont which are mainly bedrock consisting of slate and sedimentary rock. The topography of this area is characterized by flat land to gently rolling hills and valleys with elevations ranging from 158 feet to 600 feet above sea level. Much of the land uses in this area of the County relate to agriculture, primarily forestry, poultry and livestock. The United States Department of Agriculture's Natural Resource Conservation Service (USDA NRCS) identified much of the soils in the northern portion of Moore County as Prime Farmland Soils based on their crop capability, and the low limitations for non-irrigated soils.

Soils

The soils in the southern portion of the County associated with the Coastal Plain geology are known as the Carolina and Georgia Sandhills underlain by unconsolidated sandy and clayey sediments. The topography of this area is characterized by gently rolling, well rounded hills and long low ridges with a few hundred feet of elevation difference between hills and valleys with elevations ranging from 300 to 720 feet above sea level. The current land uses in the southern portion of the County include small urbanized municipalities centered around golfing resorts, as well as commercial and industrial centers.

Generally, soils in the southern portion of the County function well as absorption fields for septic systems and present few problems for construction. However, soils in the north, particularly in the northeast portion of the County tend to function poorly as absorption fields and have a high shrink-swell potential. Very large lot sizes for residential and other types of development are therefore necessary in these areas since there are not served by municipal sewer.

Moore County has three (3) distinctly different soil types located within the County and is in the very upper reaches of three (3) different river sub-basins.

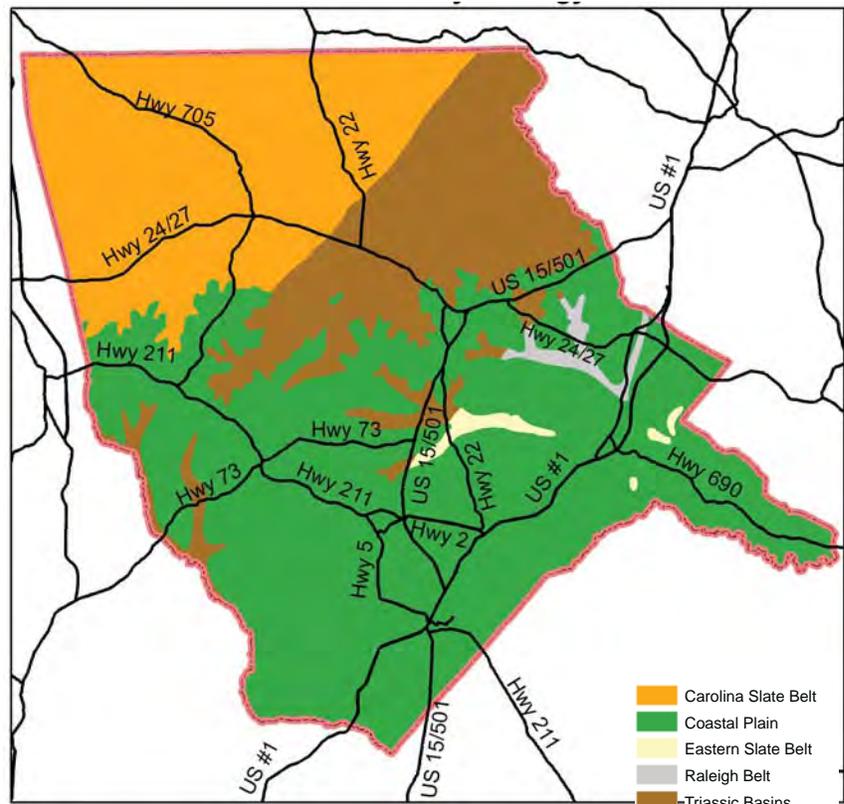


Figure 4.1: Geology of Moore County
Source: Moore County Geographic Information Systems (GIS), 2012

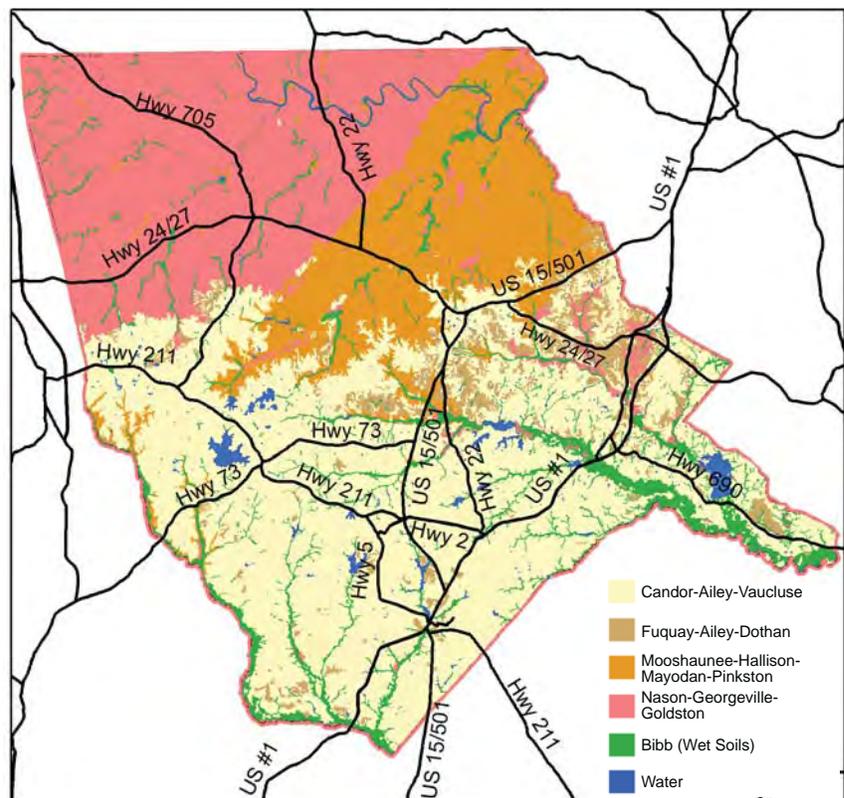


Figure 4.2: Moore County Soil Types
Source: Moore County Geographic Information Systems (GIS), 2012

Soil Types

Five soil associations occur within Moore County and its surrounding area. These, and their associated uses and limitations, are discussed below. (For a more detailed description of soils within the region, the reader is referred to the Soil Survey for Moore County, published by the U.S. Department of Agriculture.)

Candor-Ailey-Vaucluse Soils

Occurring mostly in the southern areas of the County, these nearly level to moderately steep, deep, somewhat excessively drained and well drained soils that are sandy throughout or having loamy subsoil is brittle; on uplands. The major limitations in the Candor and Ailey soils are droughtiness, the leaching of plant nutrients, and wind and water erosion. The major hazard of Vaucluse soils is erosion. Most of the major soils in this soil association are used for woodland as well as urban development.

Fuquay-Ailey-Dothan Soils

Occurring in the eastern part of the County along the Lee County boundary these soils are nearly level to strongly sloping, deep, well drained soils having loamy subsoil that is brittle in the lower part; on uplands. The major limitations in all these soils types include droughtiness and the leaching of plant nutrients. Most of the major soils in this soil association are used for tobacco and some timber production while other small areas have been developed for urban uses.

Mooshaunee-Hallison-Mayodan-Pinkston Soils

Occurring in the central part of the County these soils have a relief that ranges from gently rolling to steep, are moderately deep and deep, are moderately well drained to excessively drained soils that have loamy or clayey subsoil; on uplands. The wetness and the depth to soft bedrock are the major

limitations in areas of the Mooshaunee and Hallison soils. The slope and the depth to hard bedrock are the major limitations in the areas of Pinkston soils. Most of the major soils in this soil association are used for agriculture and timber production. There is little significant urban development, except for scattered single family dwellings.

Nason-Georgeville-Goldston Soils

Occurring in the northwestern part of the county these soils and are characterized by their gently sloping to steep relief, range from deep to shallow, well drained to excessively drained soils that have a clayey or loamy subsoil; on uplands. Surface runoff and the hazard of erosion are the major management concerns, while overgrazing is a major concern in managing pasture. The clayey subsoil is the major limitation affecting urban uses on the Nason and Georgeville soils while the slope and depth to bedrock are the major limitations for Goldston soils.

Bibb Soils

Occurring in the broad floodplains along Drowning Creek in the southern portion of the County these soils are characterized nearly level, deep, poorly drained soils that are loamy throughout; on floodplains. The wetness and frequent flooding of these soils are the major limitations. Very little agricultural production, urban development or recreational uses are present in these areas; rather much of this land is used for woodland. However, it is not extensively timbered because of the wetness and flooding which can adversely affect logging roads and skid trails.

River Basins and Sub-Basins

A river basin is the land area drained by a river and its tributaries. There are seventeen river basins in the State of North Carolina; Moore County lies within two different river basins, the Cape Fear and the Lumber River. The divide occurs very closely to the long ridge where North Carolina Highway 211 is located. Furthermore the river basins dividing lines tend to divide the County's area of densest population in half as it runs from northwestern Pinehurst to southeastern Aberdeen.

The Cape Fear River basin is one of the fastest developing basins in the state; the effects of development are impacting water quality. This growth is expected to continue especially around existing urban areas. Associated with this growth will be increasing strain on water resources for drinking water, wastewater assimilation and runoff impacts. There will also be loss of natural areas and increases in impervious surfaces associated with construction of new homes and businesses. ([Cape Fear River Basinwide Water Quality Plan, 2005](#)) The Lumber River Basin has a much lower population density than that of the Cape Fear basin; however, some of the fastest growing areas within the basin include Moore, Hoke, and Brunswick Counties. ([Lumber River Basinwide Water Quality Plan, 2010](#))

As population increases, so does the amount of land covered by impervious surfaces such as parking lots, roads, and roof tops. As impervious surface increases, the amount of precipitation that enters surface waters as runoff increases and the amount of precipitation infiltrating into the ground decreases. Increased stormwater runoff contributes also to flooding during rainfall events and decreases the amount of groundwater available during droughts, the State's number one occurring natural hazard. Stable groundwater tables, stream volumes, and flow rates benefit aquatic

life by minimizing the physical and chemical properties of their required habitats. Minimizing flows that create erosion of stream channels and banks, also decreases the amount of pollution load to water and decreases the chances for flooding. In order to allow growth to occur, but to maintain water quality, a comprehensive stormwater program to clean and slow runoff in the future may be necessary.

In 1993, the North Carolina Legislature enacted General Statute G.S. §143-215.22I as part of An Act to Regulate Inter-basin Transfers (Session Law 1993-348). This law regulated large surface water transfers between river basins (as well as sub-basins) by requiring a certificate from the Environmental Management Commission (EMC). In general, a transfer certificate is required for a new transfer of 2 million gallons per day (MGD) or more. Certificates are not required for facilities that existed or were under construction prior to July 1, 1993, up to the full capacity of that facility to transfer water, regardless of the transfer amount.

Moore County is located at the upper elevations of both the Cape Fear and Lumber River basins limiting the amount of surface water that is available for potable water needs. When planning future land uses the County must work together with its municipalities, water providers and state agencies to make sure future populations can be served while meeting the regulations associated with inter-basin transfers.

Public Water Supply Watersheds

A watershed is a topographic drainage basin, where [rain] water drains to a common destination. A public water supply watershed is any watershed that serves as a source for a municipally owned surface water supply intake.

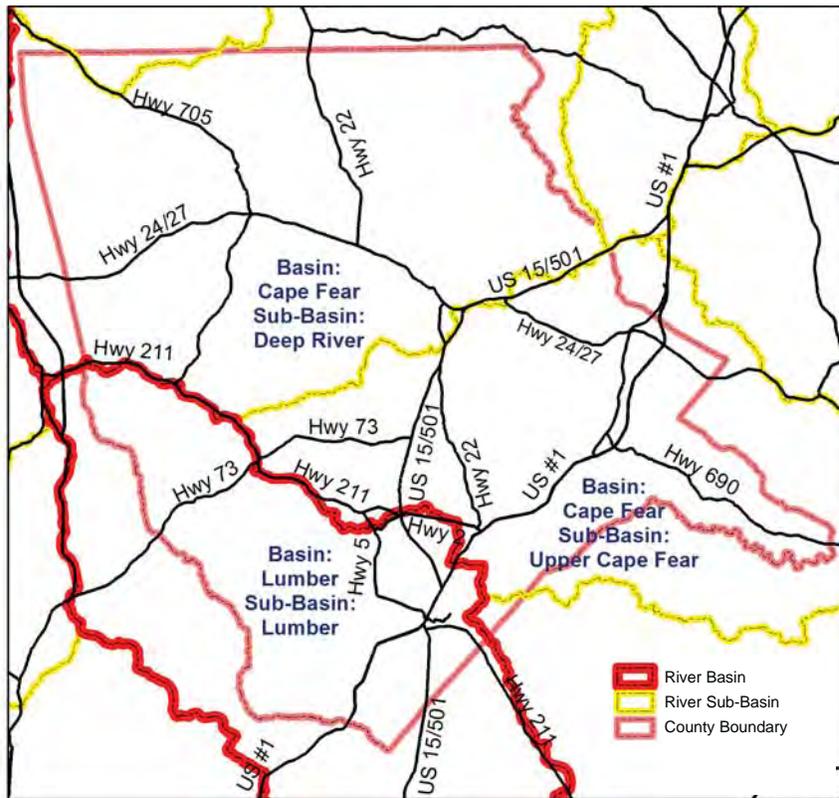


Figure 4.3: Moore County River Basins & Sub-Basins
 Source: Moore County Geographic Information Systems (GIS), 2012

The purpose of these watersheds is to regulate the development that does not utilize stormwater management to treat the stormwater runoff from the site. By limiting the amount of untreated stormwater from a development that enters the watershed's streams the cleaner the water will be. The thought behind this regulation is that cleaner water when it is withdrawn from the stream or river is easier and cheaper to process into potable water.

Streams, rivers, and lakes in North Carolina are assigned one or more surface water classifications by the state and federal governments, with each classification assigned a particular set of protection standards. Under the N.C. Department of Environmental Management (DEM) classification system, Deep River, Bear Creek, Little River Intake #2, Little River/Vass, and Nick's Creek are all classified as WS-

III waters, a classification assigned to low to moderately developed watersheds. The Drowning Creek watershed is classified as a WS-II due to the predominantly undeveloped nature of the watershed. Local programs to control nonpoint source pollution and stormwater discharge of pollution are required within a critical area (typically ½ mile upstream of the intake within the watershed) determined by the N.C. Environmental Management Commission shown in red on the map in Figure 4.4.

The County has seven different watersheds that protect these intakes. Five of the seven public water supply watersheds protect intakes that are located, and serve, municipalities within the County's boundary. The Drowning Creek watershed serves to protect the drinking water for much of the southern portion of the County, specifically the

Town of Southern Pines who withdrew approximately 3.33 million gallons per day in 2007 (McGill, 2008). Other municipalities that rely on water from intakes are the Towns of Carthage, and Robbins. The Town of Vass used to rely on the Little River/Vass intake, but in 2003 with the construction of the East Moore Water District's first phase the Town of Vass chose to abandon the intake, which used to produce approximately 288,000 gallons per day. (McGill, 2008)

As of 2007, the County uses both surface water and groundwater to meet its potable water needs of approximately 13 MGD for municipal/county water buyers. Approximately 6 MGD of the 13 MGD is being produced from surface water sources, while the remainder of the water buyer's needs are met through ground water resources (wells). However, the Town of Southern Pines could currently produce an additional

4-10 MGD from its Drowning Creek water intake. Additionally, the Town of Southern Pines just completed a 140 million gallon raw water reservoir adjacent to Drowning Creek to provide an additional back-up water supply to the Creek when it is running too low to meet the Town's (and its other customer's) needs.

A future promising and viable surface water option would be to establish a water intake in the Deep River. According to the water study conducted by McGill and Associates in 2007 the Deep River could produce as much as 6.5 MGD for the County, however, the County would have to seek an Inter-Basin Transfer certificate from the State's Environmental Management Commission if more than 2.0 MGD of water were to be transferred out of the Deep River sub-basin. Should this intake be installed a corresponding public water supply watershed would be applied to this area to protect the

watershed from development that could impact the quality of the water in the watershed. For more information on the water systems that serve the County refer to the Water Infrastructure section of the Land Use Plan.

Lakes, Rivers, Streams & Dams

In the Sandhills region, access to a water source is often a prized possession for a farmer, or even a golf course owner. A water source on agricultural property often expands crop yield, or the capacity per acre of grazing livestock. To that end agricultural property that is cleared, relatively flat and close to a water source such as a lake, pond, river or stream that can be used for irrigation is often some of the most valuable. Additionally, the natural environment areas along the waterbodies is often some of the most diverse and provide habitat corridors for many of the species that have been identified in the State's Wildlife Action Plan. Thus, the conservation and wise use of Moore County's waterways and associated riparian areas will yield multiple important benefits to the County and should be a high priority in land use policies and decisions.

However, the development industry also finds these water bodies appealing due their focal point and marketability for residences and amenity areas. Moore County is home to several resort-style communities whose homes and amenities are built around either one rather large, or several smaller man-made lakes. All these lakes were manmade by damming up a stream(s) with an earthen dam. For instance, the Lake Auman dam in Seven Lakes is one of the largest earthen dams on the east coast. Development of homes adjacent to many Moore County water bodies that utilize a private septic sewerage disposal system, however, experience a much higher rate of failure, and/or shorter lifespan than lots that have a septic system on higher and dryer ground. In the future it may be necessary

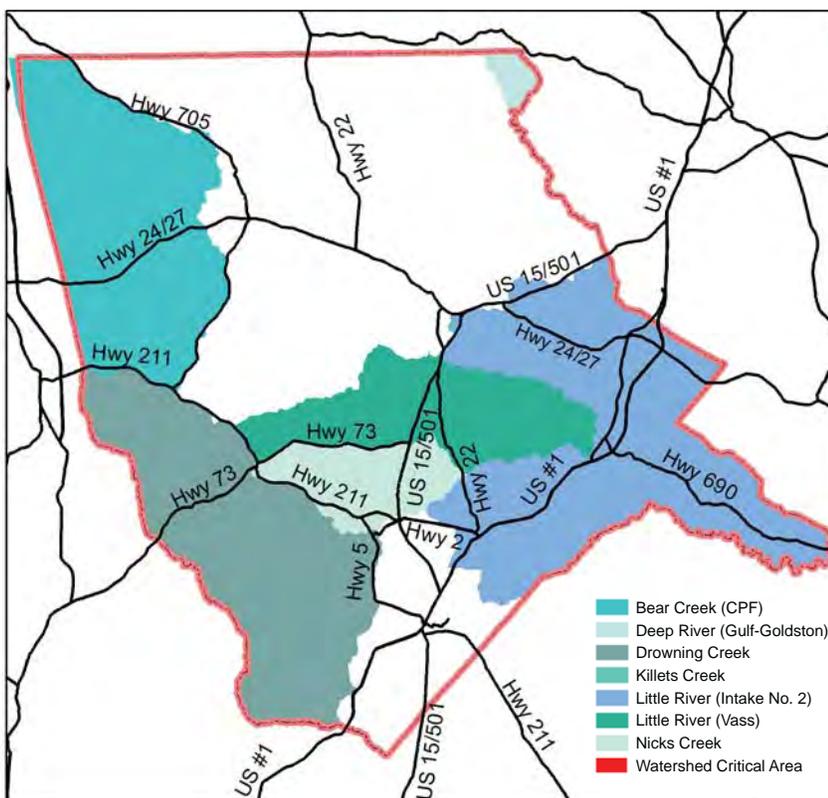


Figure 4.4: Moore County Public Water Supply Watersheds
Source: Moore County Geographic Information Systems (GIS), 2012

for the County to study the feasibility and cost to serve areas with a high rate of septic system failure with a public sewer system. This may be necessary to keep these areas of the county and their associated tax base viable.

Floodplains & Wetlands

Floodplains are the low, relatively flat-lying areas adjacent to streams that are subject to flooding during periods of intense rainfall. Associated with floodplains are often riverine wetlands, which function as storage areas for flood waters, slowing runoff and thereby lessening flood levels downstream. These wetlands also serve as areas of deposition for sediment and other material carried by flood waters and serve as valuable wildlife habitats for a variety of high priority species.

Land development within the 100-year floodplains is common, but requires necessary documentation. Moore County currently has a Flood Damage Prevention Ordinance that regulates development within the floodplains and floodways. These flood prone areas are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. The Flood Damage Prevention Ordinance requires homes or other elements to be constructed at or above the base flood elevation of the existing floodplain. However, no development is allowed within the regulatory floodway, unless through hydraulic analysis the floodwaters would not rise one foot. These protective measures decrease the number of structures or other elements that may cause damage downstream. The Moore County Multi-Jurisdictional Hazard Mitigation Plan (pgs. 6 - 7) analyzes property that is vulnerable to riverine flooding.

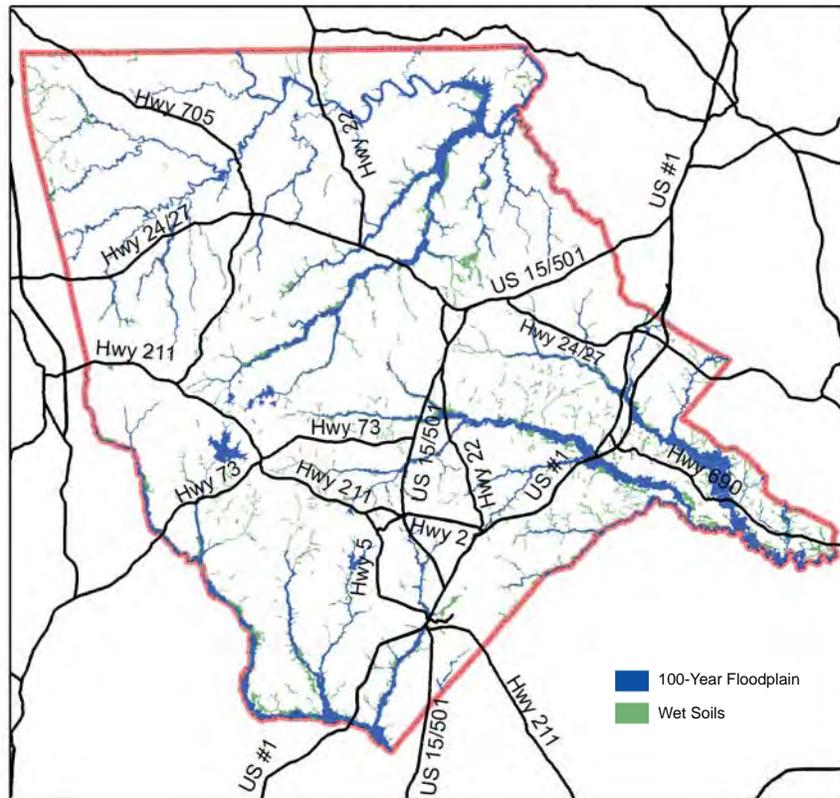


Figure 4.5: Moore County 100-Year Floodplain & Wet Soils
Source: Moore County Geographic Information Systems (GIS), 2012

Flooding problems resulting from runoff of surface water generally increase as areas become more urbanized. Greater population density generally increases the amount of impervious area, e.g., pavement and buildings. This reduction in the amount of natural ground that can absorb rainfall results in an increase in the amount of surface runoff generated. Uncontrolled, this runoff may be channeled to areas that cause flooding of structures and roadways. (FEMA) The floodplains along Drowning Creek, Little River, and Deep River exhibit the most frequency of flooding in Moore County, however, flood gates along these drainage courses when adjusted in a timely manner allow the flood waters to be managed in these flood prone areas. (FEMA, Types of Floods and Floodplains, Chapter 2)

In recent years, North Carolina has experienced several strong storms that have caused flooding, and scientists

predict that the frequency and intensity of storm events will increase in the future. Moore County should take measures to minimize threats to property and life from flooding, including limiting development in floodplains and extend hazard avoidance considerations to the 500-year floodplain.

However, utilizing floodplain data to plan future land uses can not only reduce and/or mitigate flood hazards, but also help to conserve valuable wildlife habitat. Floodplain pools provide habitat for breeding salamanders and frogs and, when floodplain corridors remain intact, they can provide migration corridors for mammals, reptiles and birds. (NCWRC GGT)

Rare, Threatened & Endangered Species

In the United States, wildlife is a 'public trust' resource, meaning it is not owned by individuals. Wildlife belongs to everyone and there is a collective responsibility for the wise stewardship and utilization of wildlife resources. Plants and animals threatened with extinction are protected under federal and state endangered species legislation. This guardianship is not limited to protection of the species against direct physical harm but also includes protection of habitat critical to the species' survival. Penalties for knowingly violating these regulations can be severe, including fines up to \$12,000 per violation in cases involving federal endangered species.

The state of North Carolina maintains countywide inventories of rare, threatened, and endangered species. It should be noted that species included on the state list may be rare or threatened with extinction within the state but may not be threatened in other parts of its range. The following list, provided by the US Fish and Wildlife Service in September of 2010, identifies federal threatened and endangered species that occur in Moore County.

The USFWS has established critical habitat designations for the Cape Fear shiner in Moore County within the Deep River from the Randolph County line to a point two and one-half miles below the bridge over the river at Howard Mill Road. The Red Cockaded Woodpecker is found throughout the southern portion of Moore County primarily in mature Longleaf Pine forests that have a clear forest mid-story that suits their breeding, nesting and foraging habitat preferences. The American chaffseed requires open pine flatwoods, savannas, and other open areas, in moist to dry acidic sandy loams or sandy peat loams. The Michaux's Sumac is endemic to the coastal plain and piedmont of Virginia,

Common Name	Scientific Name	Federal Status	Record Status
Vertebrate:			
American eel	<i>Anquilla rostrata</i>	FSC	Current
Bachman's sparrow	<i>Aimophila aestivalis</i>	FSC	Current
Cape Fear shiner	<i>Notropis mekistocholas</i>	E	Current
Carolina darter	<i>Etheostoma collis collis</i>	FSC	Current
Carolina darter	<i>Etheostoma collis lepidinion</i>	FSC	Current
Carolina redhorse	<i>Moxostoma sp. 2</i>	FSC	Current
Northern pine snake	<i>Pituophis melanoleucus melanoleucus</i>	FSC	Current
Pinewoods darter	<i>Etheostoma mariae</i>	FSC	Current
Red-cockaded woodpecker	<i>Picoides borealis</i>	E	Current
Roanoke bass	<i>Ambloplites cavifrons</i>	FSC	Current
Sandhills chub	<i>Semotilus lumbee</i>	FSC	Current
Southeastern myotis	<i>Myotis austroriparius</i>	FSC	Current
Southern hognose snake	<i>Heterodon simus</i>	FSC	Current
Invertebrate:			
Atlantic pigtoe	<i>Fusconaia masoni</i>	FSC	Current
Brook floater	<i>Alasmidonta varicosa</i>	FSC	Current
Carolina creekshell	<i>Villosa vaughaniana</i>	FSC	Current
Eastern beard grass skipper	<i>Atrytone arogos arogos</i>	FSC	Historic
Septima's clubtail	<i>Gomphus septima</i>	FSC	Obscure
Yellow lampmussel	<i>Lampsilis cariosa</i>	FSC	Current
Vascular Plant:			
American chaffseed	<i>Schwalbea americana</i>	E	Current
Bog oatgrass	<i>Danthonia epilis</i>	FSC	Current
Bog spicebush	<i>Lindera subcoriacea</i>	FSC	Current
Buttercup phacelia	<i>Phacelia covillei</i>	FSC	Current
Georgia lead-plant	<i>Amorpha georgiana var. georgiana</i>	FSC	Current
Hairy-peduncled beakrush	<i>Rhynchospora crinipes</i>	FSC	Current
Michaux's sumac	<i>Rhus michauxii</i>	E	Current
Pickering's dawnflower	<i>Stylisma pickeringii var. pickeringii</i>	FSC	Current
Prairie birdsfoot-trefoil	<i>Lotus unifoliolatus var. helleri</i>	FSC	Current
Roughleaf yellow-eyed grass	<i>Xyris scabrifolia</i>	FSC	Current
Sandhills bog lily	<i>Lilium pyrophilum</i>	FSC	Current
Sandhills milk-vetch	<i>Astragalus michauxii</i>	FSC	Current
Small-leaved meadow-rue	<i>Thalictrum macrostylum</i>	FSC	Current
Spring-flowering goldenrod	<i>Solidago verna</i>	FSC	Current
Sun-facing coneflower	<i>Rudbeckia heliopsis</i>	FSC	Historic
Venus' fly-trap	<i>Dionaea muscipula</i>	FSC	Historic
Well's sandhill pixie-moss	<i>Pyxidantha barbulate var. brevifolia</i>	FSC	Current

Table 4.1: Moore County Rare, Threatened, and Endangered Species
Source: U.S. Fish & Wildlife Service, September 2010

North Carolina, South Carolina, Georgia, and Florida where sandy or rocky open woods in association with basic soils are found. The largest population known is located at Fort Pickett in Virginia, but the most populations are located in the North Carolina piedmont and Sandhills, specifically Moore County.



Many species are listed above as federal species of concern (FSC). These are species which are at risk of becoming threatened or endangered, but do not have the same legal protections as threatened or endangered species. They are placed on the list due to shrinking population trends, threats to their habitats, restricted distribution, and/or other factors. The FSC designation allows resource managers to make proactive decisions associated with species conservation and research priorities. Identifying and conserving these species and their habitats through sound land use planning, will reduce the need for them to become listed and will help to avoid future regulatory burdens.

Identifying and conserving Threatened and Endangered species, and their habitats, through sound land use planning, will reduce the need for them to become federally listed and will help to avoid future regulatory burdens.

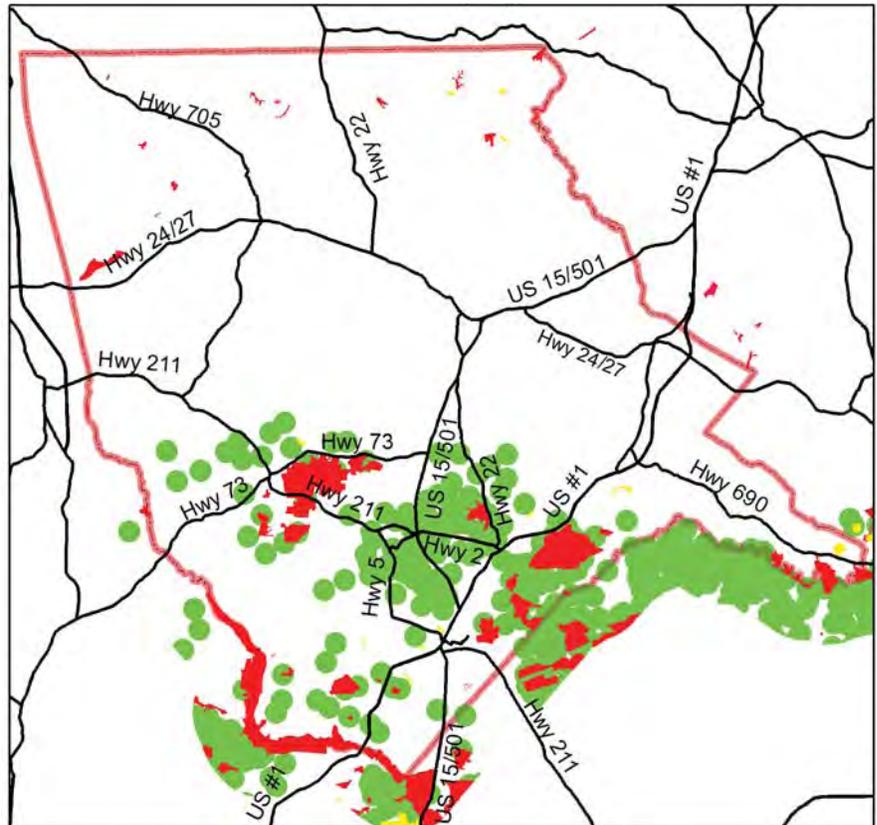


Figure 4.6: Significant Natural Heritage Areas
Source: NC Natural Heritage Program (NCDENR)

Significant Natural Heritage Areas

Significant Natural Heritage Areas are sites that support rare and high-quality native plants, animals, and natural communities. A site's significance may be due to the presence of rare species, rare or high quality natural communities, or other important ecological features. These sites are identified by the North Carolina Natural Heritage Program, a program within

the North Carolina Department of Environment and Natural Resources. The Natural Heritage Program updates their data approximately four times each year. These areas are essential to conserve because they represent the best remaining examples of habitats and natural communities, and are important for the conservation of rare species.

Sandhills Area Land Trust

The Sandhills Area Land Trust is a community-based, 501(c)(3) non-profit organization that serves Moore, Richmond, Scotland, Hoke, Cumberland, and Harnett counties in southeastern North Carolina. SALT works with private landowners to negotiate voluntary conservation agreements (Conservation Easements) on private property. Since its founding in 1991, SALT has permanently protected more than 11,000 acres of working farms, water supplies, endangered ecosystems, and urban open-space in the six-county service region.

SALT’s service area incorporates much of the North Carolina Sandhills, a region of rolling sandy soils perched between the Piedmont and the Coastal Plain. The landscape has been radically altered since the days of William Bartram, but the region is still home to the largest contiguous stands of longleaf pine forest in North Carolina, numerous wetlands, and dozens of rare plants and animals. Below is a map that depicts properties in Moore County in which SALT either owns or has established a conservation easement.

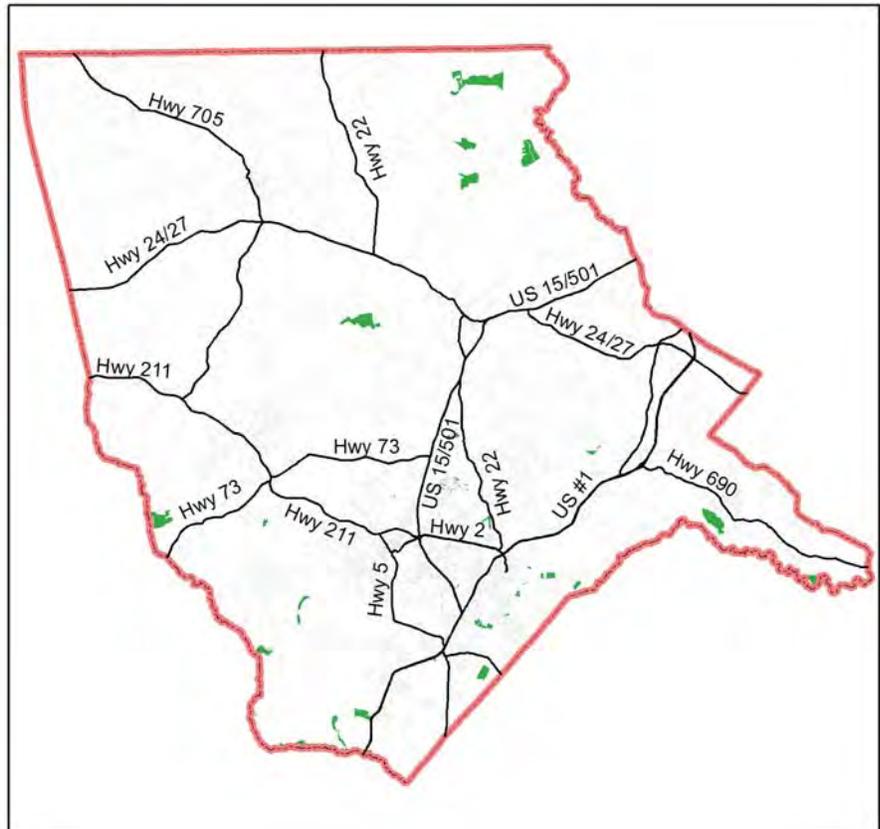


Figure 4.7: Sandhills Area Land Trust (SALT) Tracts
Source: Sandhills Area Land Trust (SALT)

Walthour-Moss Foundation

The Walthour-Moss Foundation (“WMF”) is a 501(c)(3) land trust that owns over four thousand acres of Longleaf Pine forest and savanna that lies between Southern Pines and Fort Bragg and is held for permanent conservation. The WMF was established in 1974 with an initial gift of 1,739 acres of land and has grown through donations of financial support and land. The WMF lands are home to numerous endangered and threatened species and are open to the public daily from sunrise to sunset for equestrian and naturalist purposes. As one of the few areas dedicated to equestrian use in the United States, the WMF attracts riders from across the state and country, and it is the heart of Moore County’s Horse Country. The

equestrian community is a significant contributor to the economic vigor of Moore County. A recent independent assessment concluded that the local horse industry generates \$165.7 million in annual direct and indirect income in Moore County.



Over the past several years, Moore County has been guided by the 1999 Land Use Plan and other related planning documents through the Moore County Planning Board and the Board of Commissioners. As growth and redevelopment continues, new and revised goals and recommendations need to be established to continue to achieve a vision that protects the existing land use pattern, maintains the quality of life and preserves the County's historical, natural and cultural character.

To achieve this vision, goals, recommendations and action steps have been created. These together provide guidance for local decision-making by the Subdivision Review Board, the Planning Board, and the Board of Commissioners. Some of the following goals and/or recommendations will be new, while other goals that were established in the previous land use plan have been revised to continue the vision of Moore County. This plan should be utilized as a guide in planning for the extension of new public facilities and when approving proposed private developments throughout the county.

The following goals, recommendations, and action steps were developed by the Land Use Plan Steering Committee based on the 1999 Land Use Plan and other available data made available to them during the land use planning process.

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

Recommendation 1.1:

Encourage the conservation of farmland for farming and forestland for forestry.

Action 1.1.1: Utilize existing policies, such as the Working Lands Protection Plan and the Green Growth Toolbox to guide conservation of rural lands.

Action 1.1.2: Continue to utilize the voluntary agricultural district (VAD) program.

Action 1.1.3: Notify property owners of the Voluntary Agricultural District and its implications upon purchasing and selling of property.

Action 1.1.4: Promote agri-tourism and cottage industries (such as small family farms and potteries) to enhance the County's heritage.

Action 1.1.5: Continue the present use value program (farm deferred) for agriculture, forestry, and horticulture

Action 1.1.6: Develop an Open Space Conservation Plan and Policy that should be approved by the appropriate boards.

Recommendation 1.2:

Continue to encourage agriculture and agri-businesses throughout Moore County.

Action 1.2.1: Continue current support of operating environments for agriculture.

Action 1.2.2: Continue to support the development and accessibility to local and adjacent markets for agricultural products.

Action 1.2.3: Continue to offer opportunities for future generations of farmers through the support of educational programs.

Action 1.2.4: Continue to promote select cut forest management and the utilization of forest management Best Management Practices (BMPs) for the harvesting of timber products on all forest lands in Moore County.

Recommendation 1.3:

Preserve large tracts of prime agricultural land to ensure that farming remains a viable part of the local economy.

Action 1.3.1: Map and compare the locations of prime farmland, forest land and high value natural resource areas to coordinate with future development and infrastructure areas.

Recommendation 1.4:

Preserve regional agriculture and farmland as a source of healthy, local fruits and vegetables, and other food crops.

Action 1.4.1: Continue the development of local food processing, wholesale, and distribution facilities to connect local agriculture to markets such as retailers, restaurants, schools, hospitals, and other institutions.

Action 1.4.2: Utilize economic development to attract and retain local food processing, wholesale, and distribution firms.

Recommendation 1.5:

Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately.

Action 1.5.1: Identify, map and preserve the County's historical, natural, and cultural assets utilizing all available conservation data.

Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

Recommendation 1.6:

Preserve and maintain the rural character of Moore County, including historic sites and structures, crossroad communities, and other physical features that reflect the County's heritage.

Action 1.6.1: Maintain an inventory of significant crossroad communities, historic sites and structures, and other physical landmarks that defines or conveys Moore County's heritage.

Action 1.6.2: Develop land use policies that encourage the conservation and maintenance of significant crossroad communities, historic sites and structures, and other physical landmarks.

Action 1.6.3: Coordinate with existing historic preservation organizations and land trusts to promote the conservation of the County's rural culture and features.

Action 1.6.4: Continue to support regulations for industrial swine operations through zoning as authorized by the State Legislature.

Recommendation 1.7:

Support and promote local businesses.

Action 1.7.1: Encourage programs such as Moore Forward that helps young business professionals and entrepreneurs.

Action 1.7.2: Encourage emerging markets that utilize local agricultural and manufactured products, and enhance tourism and the service sectors.

Action 1.7.3: Ensure land use policies allow a wide variety of home occupations.

Action 1.7.4: Implement land use policies that allow for “commercial and light industrial home occupations” with some reasonable conditions endorsed by the community.

Recommendation 1.8:

Discourage undesirable or unattractive land uses, especially within high visibility areas.

Action 1.8.1: Identify commercial nodes for development at major crossroads.

Action 1.8.2: Encourage major developments to locate in existing municipalities wishing to host it.

Action 1.8.3: Control signage along major highway corridors.

Action 1.8.4: Select appropriate locations for industrial development and zone them as such (using factors such as soil suitability, proximity to water and sewer, rail and highways).

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

GOAL 2: Enhance the Union of the Built and Natural Environments to Improve Citizen Health through the Use of Open Space and Recreational Opportunities

Recommendation 2.1:

Support and participate in conservation easement programs that protect public water supply watersheds and important open space areas.

Action 2.1.1: Encourage the use of programs, such as Sandhills Area Land Trust (SALT) to provide conservation tools to property owners.

Action 2.1.2: Promote the use of existing and proposed utility rights-of-way for public open space and greenway access.

Action 2.1.3: Utilize policies that encourages the conservation of high value natural resources within new developments.

Recommendation 2.2:

Promote the health and welfare of the County through collaborative planning efforts between the County and municipalities.

Action 2.2.1: Develop a Parks, Recreation and Open Space Master Plan that emphasizes interconnectivity of county and municipal resources and provides uniformity.

Action 2.2.2: Utilize available natural resources conservation data in making planning decisions.

Action 2.2.3: Encourage new developments to provide open space and neighborhood parks that are interconnected via an off-road pedestrian and bicycle network, where possible.

Action 2.2.4: Coordinate and promote recreational/health related planning efforts through programs, such as Making Moore Connections and Complete Streets.

Action 2.2.5: Explore and preserve ways to expand healthcare facilities that serve Moore County and the Sandhills region.

Recommendation 2.3:

Provide both passive and active recreational opportunities for County residents by protecting natural resources that have recreational, environmental, or aesthetic value.

Action 2.3.1: Preserve natural resources, sensitive environmental areas, and scenic features of the landscape that have recreational, environmental, or aesthetic value.

Action 2.3.2: Encourage the location of recreational facilities close to residential areas and transportation nodes to increase public awareness and accessibility to these facilities.

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

Recommendation 3.1:

Maximize accessibility among living, working, and shopping areas.

Action 3.1.1: Adopt policies that encourage development of mixed land uses, as appropriate, to provide easy access, reduce travel time, and improve convenience among uses surrounding the County's established towns and villages.

Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

Recommendation 3.2:

Assure an adequate quality & quantity of water is available to support the desired growth of the County.

Action 3.2.1: Prioritize infrastructure where possible that increase the utilization of existing systems and connections which result in more uniform distribution.

Action 3.2.2: Explore both ground water and surface water sources for future water needs.

Action 3.2.3: Support the development of water and centralized sewer infrastructure within municipal areas and rural commercial areas.

Action 3.2.4: Support and facilitate cooperative ventures between water providers both within and outside of Moore County to create redundancy of water supply and access in order to prevent loss of water quality and quantity to its citizens, businesses and industry.

Action 3.2.5: Ensure Best Management Practices (BMPs) are followed to reduce runoff.

Action 3.2.6: Continue to monitor development densities and encourage the limitation of impervious surfaces in Public Water Supply Watershed areas through the Watershed Protection Ordinance.

Action 3.2.7: Explore opportunities for a new wastewater treatment plant in the Cape Fear River Basin to serve Northern Moore County.

Action 3.2.8: Promote and educate the public on the benefits of water conservation.

Action 3.2.9: Buffer riparian areas, floodplains and wetlands from development and promote the use of stormwater best management practices (BMPs) for development near these natural features.

Recommendation 3.3:

Encourage a functional railway system.

Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.

Action 3.3.2: Support safe railway/roadway intersections throughout the county.

Recommendation 3.4:

Encourage development in areas where the necessary infrastructure (roads, water, sewer, and schools) are available, planned or most cost-efficiently be provided and extended to serve development.

Action 3.4.1: Direct intensive land uses to areas that have existing or planned infrastructure.

Action 3.4.2: Encourage mixed-use developments along existing and planned infrastructure to reduce transportation needs.

Action 3.4.3: Utilize existing public rights-of-way for utility purposes in an effort to reduce the need for new rights-of-way and easements in the future.

Action 3.4.4: Plan for the development of alternative energy systems that minimize the adverse impacts to prime agricultural lands and public water supply watersheds.

Recommendation 3.5:

Coordinate transportation planning to ensure that adequate transportation options are provided to serve existing, developing, and proposed activity centers and densely populated areas

Action 3.5.1: Continue to coordinate and monitor driveway issues, especially along strategic highway corridors.

Action 3.5.2: Utilize existing highway corridors to solve transportation needs in the future, where applicable.

Action 3.5.3: Maintain a high level of involvement in the bi-annual preparation of the NCDOT Transportation Improvement Program (TIP).

Action 3.5.4: Continue involvement with the Regional Planning Organization (RPO) to ensure transportation coordination efforts continue throughout the County and region.

Recommendation 3.6:

Provide for the orderly development of major transportation routes such that disruption of free flow of traffic on major arteries is minimized.

Action 3.6.1: Minimize commercial strip development characterized by numerous driveway access points and disconnected uses.

Action 3.6.2: Protect traffic carrying capacities and promote public safety, by adopting an access management plan to limit access along major and minor thoroughfares.

Action 3.6.3: For non-residential development, require use of frontage roads for access along major thoroughfares to minimize numerous driveway access points and disconnected uses.

Recommendation 3.7:

Promote the implementation of transportation methods to provide for alternate methods of transportation where appropriate and feasible.

Action 3.7.1: Work with NCDOT to implement a “complete streets” policy to allow construction of biking and pedestrian paths as part of any new improvement along State maintained roadways.

Action 3.7.2: Require sidewalks or pedestrian paths where residential development is within walking distance (up to 1/2 mile) of schools, parks, and other public facilities.

Recommendation 3.8:

Encourage and support collaborative future planning efforts between the County, municipalities, and Board of Education.

Action 3.8.1: Develop a committee made up of representatives from county agencies and various entities to create a school sites guideline manual for future school facility needs based upon growth and existing and planned infrastructure.

Recommendation 3.9:

Establish a procedure for managing land use information to ensure coordinated planning and growth.

Action 3.9.1: Monitor planning activities of local municipalities and adjacent counties to ensure that planning and growth is coordinated between jurisdictions.

Action 3.9.2: Establish a countywide commission to study the impact of growth and to develop a mutually agreeable growth scenario for the County that ensures that all local governments are working toward a coordinated growth pattern that enhances the living environment for all County citizens.

Action 3.9.3: Developing growth scenarios for specific areas of the County (including small municipalities) that have been lagging in economic development.

Action 3.9.4: Implement collaboration and inter-governmental agreements of water and sewer providers to develop policies for extending new public facilities in a cost efficient manner to serve areas identified on the future land use map.

GOAL 4: Provide Information and Seek Citizen Participation

Recommendation 4.1:

Promote efforts to involve and inform citizens of throughout various planning and permitting processes

Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.

Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

Action 4.1.3: Continue the Land Use Steering Committee’s involvement in providing information to citizens and receiving input from citizens as the Land Use Plan is implemented.

GOAL 5: Accommodate for a Variety of Housing Types

Recommendation 5.1:

Properly plan for and accommodate a variety of affordable housing types.

Action 5.1.1: Develop a Countywide Comprehensive Affordable Housing Plan that addresses existing and future options, needs and opportunities.

Future Land Use Map

Throughout the land use planning process the Steering Committee consistently emphasized that the plan should encourage developers to consider strongly the community's historical and natural assets and utilize these features to create a form for their proposed development that optimizes the land value, quality of life and other intrinsic aspects of the property for the community. Additionally, new developments should seek to grow existing developed areas of the community utilizing development forms that complement and enhance the existing architecture, development pattern, and cultural and natural landscapes. When developments are proposed away from existing municipalities they should seek a form that yields a "sense of place" and reinforces a character indicative of Moore County's uniqueness while avoiding a generic style subdivision.

Furthermore, the Steering Committee stated throughout the process their desire to encourage development where adequate infrastructure and services were available to accommodate. Much of the County's planning jurisdiction lacks many of the urban services such as public water and sewer, as well as other public services; nor a mix of land uses to support large scale residential development. In that regard, the plan seeks to encourage developers to locate developments primarily within the municipal planning jurisdictions of the community, and/or to propose viable and appropriate mixed-use developments within the County's planning jurisdiction. However, when development is proposed in the County's planning jurisdiction, efficient use of existing and proposed infrastructure, and the preservation of large agricultural areas and/or natural spaces are of paramount importance.

Therefore, proposed developments and zoning revisions will be analyzed utilizing the following questions to assure consistency with the plan:

- a. Is the proposal consistent with the vision, themes, and policies contained in the plan?*
- b. Is the use being considered specifically designated in the plan in the area where its location is proposed?*
- c. If the use is not specifically designated in the plan in the area where its location is proposed, is it needed to service such a planned use, or could it be established without adversely altering the recommended land use and character of the area?*
- d. Will community facilities and streets be available at applicable standards to serve the use proposed for the property?*

The purpose of Our Future Land Use Map is to graphically depict to the reader a general land development pattern that seeks to accomplish the goals, objectives and actions listed above. The map, like the plan document, has been developed with a planning horizon of the year 2030. To effectively reach the community's vision the plan document, as well as the Future Land Use Map, must be consistently consulted when reviewing and evaluating proposed rezoning requests, land development plans and ordinances. The Future Land Use Map is to be interpreted in conjunction with the written goals, objectives and actions. The following future land use map categories have been developed to provide a narrative explanation to the map document herein.

Future Land Use Categories

High Density Residential With Mixed Use

Density four (4) to eight (8) dwellings per acre, single family detached or attached. Housing may include a mixture of dwelling types, including single-family detached, duplex, patio home, semi-detached/attached dwelling, multi-family, or townhouse. This category shall also include certain non-residential neighborhood supportive uses such as retail, commercial, office, schools, day-cares, churches and others similar uses compatible with residential. Public infrastructure and facilities such as roads, water, sewer, schools, fire/rescue, open space; and must be adequate to accommodate the development. The public service providers in the proximity of these areas shown on the Future Land Use Map shall consider extending, upgrading and/or preserving infrastructure in these locations.

Medium Density Residential

Density 2 (two) to 4 (four) dwellings per acre, single family detached or attached. Housing may include a mixture of dwelling types, including single-family detached, duplex, patio home, semi-detached/attached dwelling, multi-family, or townhouse. This may also include certain non-residential neighborhood supportive uses such as schools, daycares, churches and others. Density would require engineered sewerage disposal systems. Public infrastructure and facilities such as roads, water, sewer, schools, fire/rescue, open space, and must be adequate to accommodate the development. The public service providers in the proximity of these areas shown on the Future Land Use Map shall consider extending, upgrading and/or preserving infrastructure in these locations.

Low Density Residential

Density 1 (one) residential lot for every five acres of land, single family detached. This may also include certain agricultural uses consistent with the existing RA (rural agricultural) zoning district, as well as certain non-residential neighborhood supportive uses, such as schools, daycares, churches and others. Where these areas on the Future Land Use Map intersect, or contain, significant cultural and natural features these aspects of the landscape should be considered as primary open space and conserved. These primary open spaces should be designed into the development plan to enhance the value and quality of life for the community.

Rural Agricultural

Primary use of the land is to support rural residential life associated with agricultural uses (e.g. row crops, forestry, horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas) and other rural activities. Major subdivisions of land are strongly discouraged; however, family subdivisions and subdivisions of four or less lots would be considered.

Industrial

This includes light/heavy industrial uses, manufacturing, warehousing and distribution, and transportation-related uses. Industrial areas should be developed in a manner compatible with nearby properties to minimize potential nuisances or damage to the environment. Sites should be served with adequate utility infrastructure as well as provide a buffer and visual screening as appropriate from residential property.

Commercial/Office/Retail/Institutional

This includes shopping/retail uses, dining, entertainment, services, general office space, medical offices, banks, schools, daycares, places of worship, libraries, etc.

Open Space (Golf Courses, Camps, Walthour Moss Foundation, Preserved/Conserved Lands)

These areas were planned to create a natural interconnectivity to not only other open spaces, but other compatible residential and non-residential land uses. The preservation of open space within a development adds significant value to area residents, the natural environment (including wildlife), and can be used to mitigate certain negative impacts of development. Areas are to be set aside first when considering development and should be planned to connect areas within the development as well as outside the development for immediate and future connectivity to occur. This category includes both public and private parks and golf courses, and public permanent open space. These areas may include the ancillary buildings and structures required for operating and maintaining the park, golf course, or open space.

North Carolina Wildlife Resources Game Lands

Public and private lands in the State and County managed by the State's Wildlife Resources Commission for public hunting, trapping, and inland fishing.

Future Open Space to Be Preserved

Areas identified as potential lands to be preserved as public open spaces due to their proximity to existing historic and/or cultural resources, and other open space areas.

Potential Future Greenway Trail Connections

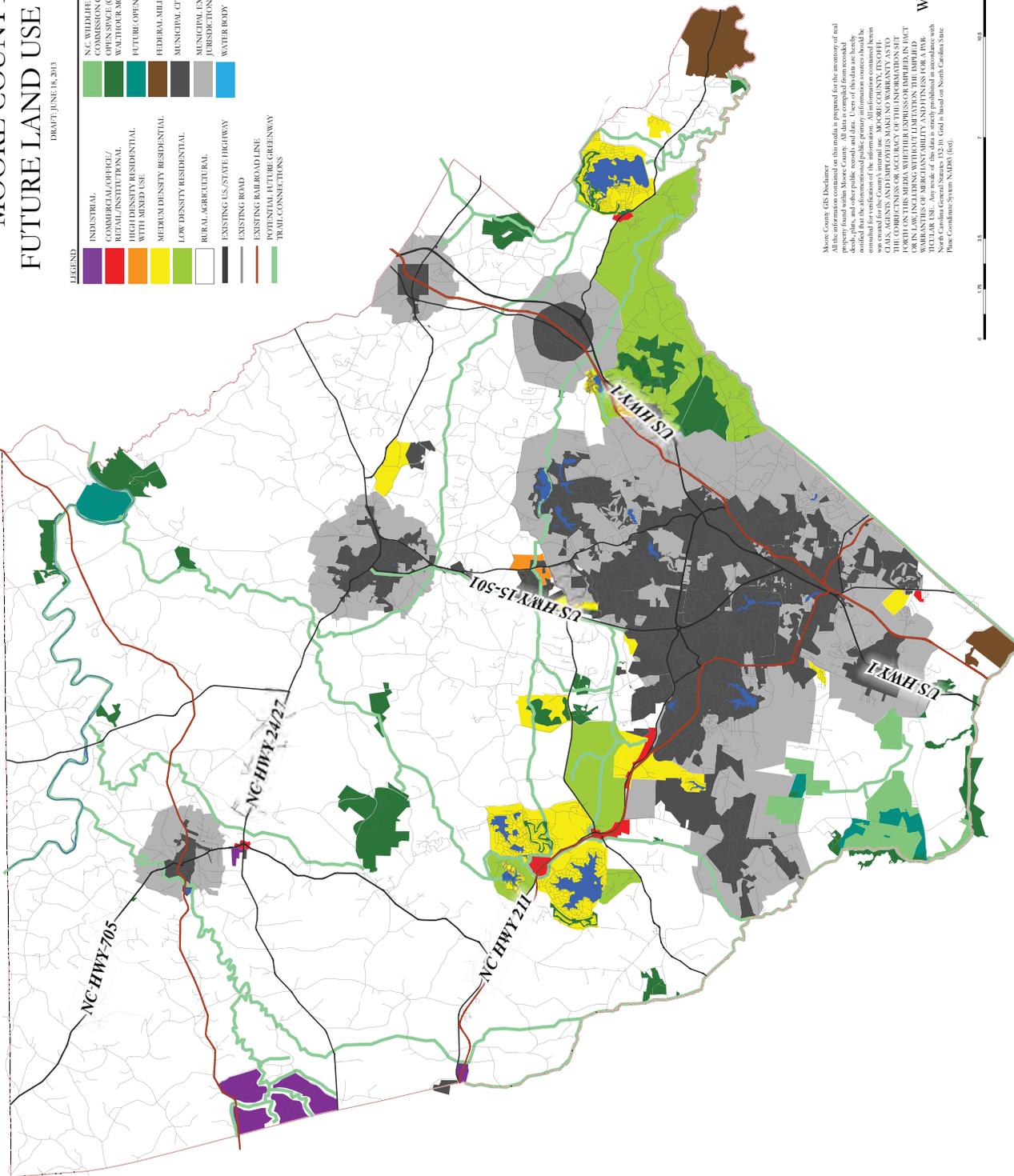
Areas identified as possible future greenway trails and preserve areas primarily along existing streams in the County. The intent of these areas is to connect existing trail networks to other existing as well as proposed (future) developments throughout the County.

MOORE COUNTY FUTURE LAND USE MAP

DRAFT JUNE 18, 2013

LEGEND

	INDUSTRIAL		N.C. WILDLIFE RESOURCES
	COMMERCIAL/OFFICE/ GENERAL PERSONAL WITH MIXED USE		COMMISSION GAME LANDS
	HIGH DENSITY RESIDENTIAL WITH MIXED USE		OPEN SPACE (GOLF COURSES, CAMPS, WILDLIFE, BIODIVERSITY FOUNDATION, ETC.)
	MEDIUM DENSITY RESIDENTIAL		FUTURE OPEN SPACE TO BE PRESERVED
	LOW DENSITY RESIDENTIAL		FEDERAL MILITARY LANDS
	RURAL/AGRICULTURAL		MUNICIPAL CITY LIMITS
	EXISTING US/STATE HIGHWAY		MUNICIPAL EXTRA-TERRITORIAL JURISDICTIONS
	EXISTING ROAD		WATER BODY
	EXISTING RAILROAD LINE		
	POTENTIAL FUTURE GREENWAY		
	TRAIL CONNECTIONS		

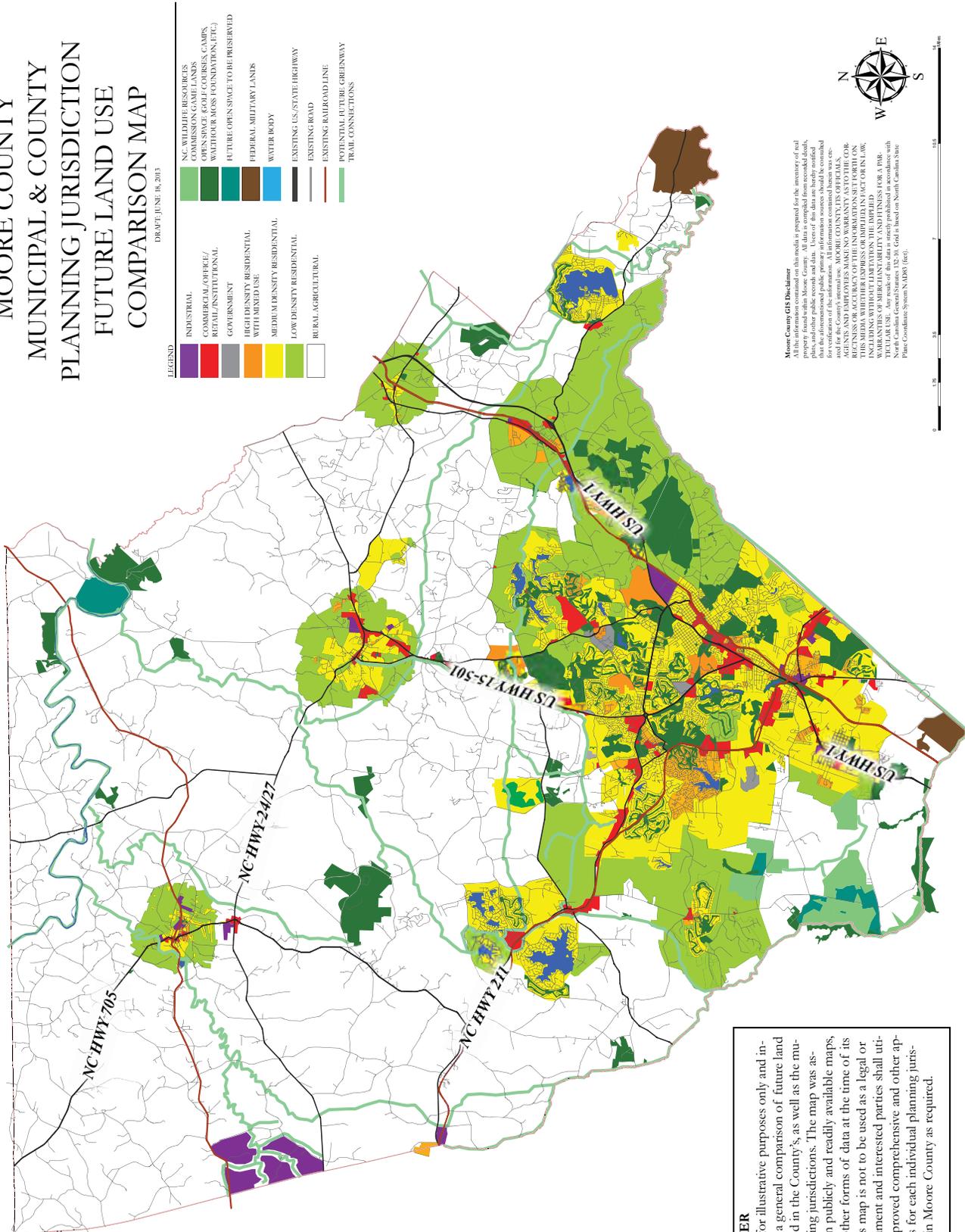


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MOORE COUNTY MUNICIPAL & COUNTY PLANNING JURISDICTION FUTURE LAND USE COMPARISON MAP

DRAFT, JUNE 18, 2013



LEGEND

INDUSTRIAL	NC WILDLIFE RESOURCES
COMMERCIAL/OFFICE/RETAIL/INSTITUTIONAL	COMMISSION GAMELANDS
GOVERNMENT	WATER BODIES (LAKES, CREEKS, RIVERS, CANALS, PONDAGE, COASTAL WETLANDS, WETLANDS, WOODHOLM BASINS, FOUNDATIONS, ETC.)
HIGH DENSITY RESIDENTIAL WITH MIXED USE	FUTURE OPEN SPACE TO BE PRESERVED
MEDIUM DENSITY RESIDENTIAL	FEDERAL MILITARY LANDS
LOW DENSITY RESIDENTIAL	WATER BODY
RURAL-AGRICULTURAL	EXISTING US/STATE HIGHWAY
	EXISTING ROAD
	EXISTING RAILROAD LINE
	POTENTIAL FUTURE GREENWAY
	TRAIL CONNECTIONS



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DISCLAIMER
This map is for illustrative purposes only and intended to be a general comparison of future land uses proposed in the County's, as well as the municipal planning jurisdictions. The map was assembled from publicly and readily available maps, images and other forms of data at the time of its creation. This map is not to be used as a legal or binding document and interested parties shall utilize actual approved comprehensive and other applicable plans for each individual planning jurisdiction within Moore County as required.

Planning Region

The purpose of regional planning is to address issues that impact the region, and to then develop solutions that are relevant to both the region and North Carolina. Regional issues often include infrastructure for water and sewer, economic assessments, agriculture, population growth, education, conservation, energy, air quality, transportation, and human services. Through a regional planning entity these issues are often discussed and planned for through community and economic development, workforce development, state and federal program management, planning and Geographic Information System (GIS) mapping, grant assistance, regional collaboration and partnership building efforts. Moore County has been, and continues to be, part of two different regional planning areas of focus, the Triangle J Council of Governments and the Fort Bragg Regional Alliance (formerly Base Realignment and Closure - Regional Task Force or BRAC-RTF).

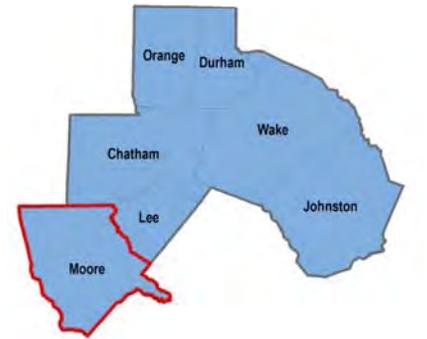
Triangle J Council of Governments (TJCOG)

The Triangle J Council of Governments (TJCOG) was first established in 1959 as the Research Triangle Planning Commission to address long-range planning for land use and infrastructure for the region. Currently the TJCOG serves seven counties: Moore, Lee, Chatham, Orange, Durham, Wake, and Johnston which have communities that span the rural, suburban and even urban planning continuum. The focus of TJCOG's Regional Planning spans specifically development and infrastructure, water resources, sustainable energy & environment, and economic development. The TJCOG staff works to convene stakeholders throughout its region to share information, coordinate efficient regional services, manage regional planning projects, administer regional planning activities mentioned above, and to provide technical assistance and data to members throughout the region.

Fort Bragg Regional Alliance

The Fort Bragg Regional Alliance represents eleven counties and 73 municipalities that are planning and preparing for the significant impact on these communities due to the growth and other changes originating from Base Realignment and Closure (BRAC) 2005 actions in and around Fort Bragg and Pope Air Force Base. This round of BRAC will cause the area to grow significantly as 40,000 military and civilian personnel and their families follow the relocation of the U.S. Army Reserve Command and U.S. Army Forces Command from Fort McPherson, GA to Fort Bragg, NC. The Regional Alliance works to unify and coordinate these efforts and to provide a regional approach to the planning and implementation effort. The organization works with federal and state agencies, military departments and the installation to support transition actions, minimize the negative impact on the community, and maximize the economic growth potential. To the extent possible, the Regional Alliance works with existing organizations and agencies to utilize current capabilities and relationships.

Communities in the Fort Bragg Regional Alliance's planning area are now planning for the projected growth stemming from the 2005 BRAC by supporting new installation requirements and trying to determine how the changes and growth will affect our local communities and region. The influx of newcomers, area schools, transportation networks and the region's workforce needs will grow as will infrastructure, medical and others.



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COUNTY OF MOORE)
BOARD OF COMMISSIONERS)
_____)

TRANSCRIPT
Volume I of I
Pages 1-159

Transcript of the public hearing held before the Moore County Board of Commissioners on August 16, 2016 regarding a Conditional Use Permit request for a solar collector facility.

AUGUST 16, 2016

Appearances:

Nick Picerno, Chairman
Randy Saunders, Vice Chairman
Jerry Daeke, Commissioner
Otis Ritter, Commissioner
Misty LeLand, County Attorney

Transcribed by:

Pamela K. Vaughn
Court Reporter & Transcriptionist
4225-G Edith Lane
Greensboro, North Carolina 27409

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1 CHAIRMAN: The next item on the agenda is a
2 request by H. C. E. Moore, II LLC for a Conditional Use
3 Permit for the use of a solar collector facility. The
4 hearing on this matter is judicial in nature and will be
5 conducted in accordance with special due process safeguards.

6 Members of the Board may cross examine witnesses
7 after the witness testifies when questions are called for by
8 the Chairman of the Board.

9 The testament that witnesses will give today
10 shall be taken under oath. If a witness wants the Board to
11 see written evidence such as reports, maps, pictures or
12 other exhibits, then he or she should be familiar with this
13 evidence and should explain the document and ask that it be
14 introduced during or at the end of his or her testimony.

15 Any attorneys who speak should not give factual
16 testimony but may summarize their clients' case.

17 Anyone who wants to testify in this matter should
18 have signed up on the sign-up sheet. If you wish to speak
19 and have not signed up, then we will give you that
20 opportunity now. Is there anyone here want to speak that
21 has not signed up? Very important.

22 Now, all of you who wish to speak and have
23 signed, please go to the front to be sworn in or to give
24 your affirmation.

25 (All witnesses sworn at one time.)

1 CHAIRMAN: I would also like to ask any of our
2 Board members who have any information or special knowledge
3 about the case to please describe that information for the
4 record so that interested persons will know and can respond.

5 COMMISSIONER GRAHAM: Mr. Chair, fellow Board
6 members, I have received emails from uh the - one of the
7 opponents. I did review that with our county attorney and
8 she did advise me that she didn't think that would be a
9 reason for me to not sit and hear this. However, she did
10 advise me that the other reason I discussed with her would
11 cause it to be a conflict for me to sit and hear this. At
12 some point in a discussion with Mr. Presley, who is the
13 farmer that wants it on his property, uh we discussed the
14 possibility of my husband and I purchasing some land from
15 him; so, I think that any decision I would make could be
16 construed to be wrong and for personal profit. So, for that
17 reason I would ask to be recused.

18 CHAIRMAN: Make a motion Commissioner Graham be
19 recused from this matter.

20 MALE VOICE: Second.

21 CHAIRMAN: A motion to second. Discussion. All
22 in favor say aye.

23 (Several voices say aye.)

24 CHAIRMAN: Opposed say no. Motion carries 4-0.
25 Also before opening the hearing I'd like to give

1 any other Board members a chance to reveal any possible
2 conflicts and withdraw from these proceedings, if necessary.
3 Conflicts include but are not limited to a member having a
4 fixed opinion prior to hearing the matter that is not
5 acceptable to change, undisclosed communications, a close
6 family, business or other association or relationship with
7 an affected person, or a financial interest in the outcome
8 of the matter. If an objection is raised to a member's
9 participation and that member does not recuse himself or
10 herself, the remaining members shall by majority vote rule
11 on any objection - on that objection. Anyone?

12 (No response.)

13 In this hearing we will first hear from the
14 Planning Staff, then from the applicant and the witnesses,
15 and then from the opponents to the request. Parties may
16 cross examine witnesses after the witness testifies when
17 questions are called for. If you want the Board to see
18 written evidence, such as reports, maps, exhibits, the
19 witness who is familiar with the evidence should ask that it
20 be introduced during or at the end of his or her testimony.
21 We cannot accept reports from persons who are not here to
22 testify. Attorneys who speak should not give factual
23 testimony but may summarize their client's case. The County
24 Attorney will correct you if you do not follow the proper
25 procedures. Before you begin your testimony, please clearly

Debra Ensminger - County Planning Director

1 identify yourself for the record. At the end of all
2 testimony, the staff will present their recommendations to
3 the Board.

4 At this time I will open the public hearing and
5 ask the Planning staff to make the presentation on this
6 request.

7 MS. ENSMINGER: Good evening, Mr. Chairman and
8 Members of the Board. Debra Ensminger, Planning Department,
9 Moore County. H.C.E. Moore, II, LLC is requesting a
10 Conditional Use Permit to construct a commercial solar
11 collector facility on approximately 27.5 acres of an overall
12 approximately 127 acre parcel, par I.D. number 0-0-
13 0...(hesitates) 0-0-0-0-5-3-4-7 located at 415 Stage Road,
14 owned by William Richard Presley as identified in the Moore
15 County Tax Records. This case was properly advertised. A
16 public hearing sign was posted on the property and all
17 adjacent property owners were notified.

18 Background regarding the property, planning staff
19 reached out to the Town of Carthage because it is close
20 proximity to the E-T-J of Carthage and the Town has no
21 concerns regarding the request. Current land use, one
22 vacant stick built dwelling and two large metal storage
23 containers within the project area and all three buildings
24 will be removed as illustrated on the site plan. The use
25 outside the project area is agricultural crops. Adjacent

Debra Ensminger - County Planning Director

1 land uses include single family homes and agricultural
2 crops.

3 The Planning Board met on June the 2nd and
4 recommended denial on a 4 to 2 vote due to the request not
5 meeting the required finding of fact number three. The use
6 will not substantially injure the value of adjoining or
7 abutting property values unless the use is a public
8 necessity. The motion for denial included the following:
9 There has been no evidence saying that it will not, there's
10 been suggestions unsubstantiated that it may not, but there
11 has not been no proof - there has been no proof, excuse me,
12 from the applicant that it will not given there has been no
13 appraisal. The Planning Board asked several questions
14 regarding the testimony, which we provided in detail
15 attached in the minutes.

16 When considering this request tonight you're
17 required to consider the findings of fact concerning the
18 Conditional Use Permit. The proposed site plan meets all
19 unified development ordinance requirements. In addition to
20 the minimum requirements, the applicant is electing to
21 preserve the 100 foot wide buffer, front vegetative buffer,
22 excuse me, as illustrated on the site plan. The applicant
23 is also electing to remove the existing buildings and two
24 barns as illustrated on the site plan prior to the issuance
25 of a certificate of occupancy.

1 Staff also recommends the additional condition as
2 agreed upon by the applicant that should the zoning
3 administrator, building inspector, environmental health, the
4 fire marshal or NC DOT identify minor changes, staff shall
5 be authorized to accept such minor modifications to the site
6 plan as necessary.

7 And at this time I'll be glad to answer any
8 questions that you have of me.

9 CHAIRMAN: Does any board member have any
10 questions for Planning Staff regarding this request?
11 Commissioner Daeke.

12 COMMISSIONER DAEKE: You mentioned that it
13 didn't - the reason they defeated it 4-2 is because it
14 didn't meet the zoning?

15 MS. ENSMINGER: No, sir. The finding of fact,
16 they did not have an appraisal-

17 COMMISSIONER DAEKE: Oh, because of the-

18 MS. ENSMINGER: -report.

19 COMMISSIONER DAEKE: -value. Okay.

20 MS. ENSMINGER: Yes. And, from what I
21 understand, they have that tonight to present to you.

22 COMMISSIONER DAEKE: Okay.

23 MS. ENSMINGER: In their testimony.

24 COMMISSIONER DAEKE: Thank you.

25 CHAIRMAN: Any other questions?

1 (No response.)

2 CHAIRMAN: We'll now hear from the applicant and
3 other proponents of the request. If there are attorneys or
4 other representatives who will give a general summary of the
5 client's position, then I'd like you to go first.

6 We're going to have to get you an office here.

7 (Laughter.)

8 MS. ROSS: It's a pleasure to see you again.
9 It's been a couple of times. Thank you to the staff. Uh, I
10 do know that we have a little bit of a different, uh,
11 position this evening and just to check in in terms of how
12 the Board would like for witnesses to come forward and
13 testify, uh, we're going to share a microphone; would that
14 work for everyone? You want us over here?

15 CHAIRMAN: You see any problem with that?

16 COUNTY CLERK: Would you prefer to share a
17 microphone or the attorneys here and the-

18 MS. ROSS: Uh, I think probably my preference
19 would be to both be on this side but I don't know if there's
20 a preference here. It's a pretty far distance-

21 COUNTY CLERK: Yeah.

22 MS. ROSS: -was my only thought. So, if you
23 have trouble hearing us, let us know. How about that?

24 As the Board knows, I am Katherine Ross with
25 Parker Pell Adams and Bernstein. I am here this evening

Katherine Ross - Attorney for Applicant - Opening Statement

1 representing H.C.E. Moore II in the matter of the
2 Conditional Use Permit that you just heard the planning
3 director present to you.

4 We have worked closely with the Planning Office
5 and with the staff and we appreciate all of their work and
6 assistance on bringing you this application this evening.
7 As the Commission knows, the county ordinance requires that
8 H.C.E. Moore II, as the applicant for the use permit, carry
9 the burden and to provide you evidence to prove certain
10 findings which are that the use will not materially endanger
11 the public health or safety if located where proposed and
12 developed according to plan. You will hear evidence this
13 evening from several witnesses. You will hear from Charles
14 McClure, the developer of the facility, who works with
15 H.C.E. Moore II and it's parent company Holocene. You will
16 hear from Mr. McClure that the design meets or exceeds all
17 of the required conditions and specifications of the county
18 ordinance and will not materially endanger the public health
19 or safety if located where proposed and developed according
20 to plan. In fact, I believe you heard from Staff that all
21 of the ordinance requirements were met.

22 The second finding is just that. That the use
23 meets all required conditions and specifications.

24 The third finding is the use will not
25 substantially injure the value. Substantially injure the

1 value of adjoining or abutting property, unless the use is a
2 public necessity. You will hear this evening from an MAI
3 North Carolina licensed appraiser, Richard Kirkland. I
4 believe the Board is familiar with Mr. Kirkland from some
5 past hearings. As you know, he will present an in depth
6 impact analysis analyzing not only the impact of the
7 proposed H.C.E. Moore II farm on adjoining and abutting
8 properties and concluding that there is no substantial
9 injury to property value. But he does that through
10 methodologies that are used by appraisers across the state,
11 that are used by appraisers across the nation, in fact. And
12 looking at matched paired sales and looking at the uses of
13 adjoining and abutting property, both for this solar farm
14 and for other solar farms that have been approved operating
15 in Moore County and in surrounding counties.

16 Finally, you will hear that the location and
17 character of the use, if developed according to the plan as
18 submitted and approved, will be in harmony with the area.

19 You will hear also from Chris Sandifer, a North
20 Carolina electrical licensed engineer. He will provide
21 expert testimony on the low impact of the proposed facility,
22 specifically about the limited impact that it has on the
23 land, that it has on the proposed site, as well as the
24 larger parcel, as well as on the adjoining and abutting
25 properties. And you will hear also from Cory Darnell of

1 ECS, an engineering and environmental consulting firm that
2 has performed wetland delineations on the site and
3 determined that there are no water features that will be
4 impacted by the proposed facility on the site. And by the
5 site I mean the leased area, the 27.5 acres out of the 127.5
6 acre parcel.

7 In addition, you will hear from Tommy Cleveland,
8 a licensed mechanical engineer and expert on the development
9 of solar farms in North Carolina. Mr. Cleveland will also
10 testify to the low impact of the land and the compatibility
11 of the facility. He will testify that the facility has no
12 emissions, no odor and little sound; that the facility does
13 not have an adverse effect on the underlying property due to
14 vegetative maintenance practices, and he will testify to the
15 components of the solar facility to their non-toxicity, to
16 their passing of the EPA tests, to their ability to be
17 recycled.

18 Mr. Chariman and Commissioners, we believe at the
19 end of the evidence of our case you will have more than
20 enough competent material and substantial evidence to
21 support the findings that the ordinance requires and to
22 approve the Conditional Use Permit that is before you this
23 evening. We want to thank you in advance for you time, and
24 with your permission, we would call our first witness.

25 CHAIRMAN: Okay. We have a sign-up sheet. Do

Charles McClure - Direct examination by Ms. Ross

1 they coordinate? Are they the same order? They're not?

2 MS. ROSS: We did not.

3 CHAIRMAN: Can you mark them off as she does to
4 make sure that they're on the sheet? So, when you call them
5 out, she's going to verify that they're there.

6 MS. ROSS: Do you want me to call them all out
7 now or as I call them-

8 CHAIRMAN: Call them out one at a time.

9 MS. ROSS: Great. Mr. Charles McClure. As Mr.
10 McClure comes forward, I am going to hand up to the Board
11 packet.

12 MR. McCLURE: Good evening.

13 **CHARLES McCLURE, being previously duly sworn, testified as**
14 **follows on DIRECT EXAMINATION by MS. ROSS:**

15 Q. Mr. McClure, if you would, would you please
16 state your full name for the record.

17 A. Charles G. McClure, III.

18 Q. And how are you employed, Mr. McClure?

19 A. I am a partner in Holocene Clean Energy.

20 Q. And how is Holocene Clean Energy related to the
21 applicant here this evening?

22 A. We are the parent company of H.C.E. Moore II
23 LLC.

24 Q. And did you prepare the power point presentation
25 that is behind Tab 1 in the booklet I've just handed out?

Charles McClure - Direct examination by Ms. Ross

1 A. I did.

2 MS. ROSS: I'll just direct the Commission to
3 that.

4 Q. Mr. McClure, would you please walk us through
5 the request that you have presented here on page 1?

6 A. Sure. Uh, is everybody here on the same page?
7 It's, uh, actually page 2, the request for Conditional Use
8 Permit. Uh, you'll see just a quick overview of the site
9 layout, which is south of Stage Road, and then an outline of
10 the perimeter of the facility.

11 Q. Mr. McClure, what is the zoning for the
12 property?

13 A. Property is R-A zoned.

14 Q. And in your experience are some of the farms
15 frequently found in R-A zoning?

16 A. That is correct.

17 Q. And if I could get you to turn to page 4, 5 and
18 6. Can you explain to the Board what is here on these
19 pages?

20 A. These are the findings of facts that are
21 associated with our application for the permit to satisfy
22 the requirements set forth by the County.

23 Q. And if I can get you to turn to page 5, would
24 you please in summary review the ways in which the proposed
25 solar facility meets all required conditions for use?

Charles McClure - Direct examination by Ms. Ross

1 A. Yes. Just briefly there are some requirements
2 that were set forth that we've met, such as staying within a
3 three mile distance of the substation, satisfying all of the
4 setbacks, making sure that there's no glare possible from
5 the facility that would endanger any traffic, and then also
6 contained on this page the components are all U-L listed.

7 Q. And the next page?

8 A. Oh, sorry. I'll continue here. The design will
9 meet or exceed the building code and electric code. The
10 invertors and modules will not exceed eight feet in height.
11 That although it will be tapping into the three phase power
12 line that runs along Stage Road, all other lines will be
13 underground. Uh, and that again we're satisfying the 150
14 foot setback for the invertors from the right of way. Uh,
15 and also as you'll see later as we get in the site plan that
16 we're satisfying the, uh, vegetative screening buffer
17 requirements.

18 Q. And on that point, Mr. McClure, the - I believe
19 as the Staff testified, has H.C.E. Moore II secured a lease
20 that includes the 100 foot buffer on Stagecoach - on Stage
21 Road, excuse me?

22 A. Does our lease include the 100 foot buffer?

23 Q. The lease area includes up to the, uh, road.

24 A. Uh, no. Our lease only includes within the
25 fenced area.

1 Q. Okay. In addition to the existing vegetation is
2 it correct that H.C.E. Moore II will be planting a screening
3 around the majority of the site plan as we'll discuss in the
4 landscape plan later?

5 A. That is correct. The perimeter will have the
6 landscaping buffer.

7 Q. Turning to page 7 and continuing on with the
8 conditions to be met.

9 A. Sure. We'll make sure that there's a six foot
10 fence topped with barbed wire to keep any intruders out of
11 the facility. Uh, also make sure that the disconnects are
12 clearly identified for public safety and, uh, also make sure
13 that, uh, that there's, uh, for decommissioning- I'm
14 sorry, I'm on the wrong page. Yes, I'm sorry. That we will
15 notify the County within six months prior to decommissioning
16 of the facility.

17 Q. And continuing on decommissioning, does the
18 H.C.E. Moore II, has it entered into a decommissioning plan
19 that meets the criteria in the ordinance?

20 A. Yes, we have.

21 Q. And does that also include that all structures
22 and equipment will be removed and the site will be restored
23 within six months of ceasing operation?

24 A. That is correct.

25 Q. If I could get you to turn now to what's marked

1 as page 10. It's after the tab entitled Site Plan Review.

2 You see where I am?

3 A. Yes, ma'am.

4 Q. If you would, just walk us through the site plan
5 as it is here with the landscape and the buffer.

6 A. Uh, yeah. As you can see, we've got two images
7 here on page 10. One is the western border. One is the
8 eastern border. Uh, starting from the outside we've got the
9 proposed lease line and then within that there is a 20 foot
10 landscaping buffer as required by the County. And then on
11 the inside of the landscaping buffer is where you'll find
12 the six foot chainlink fence topped with barbed wire. And
13 then with inside the chainlink fence is where the facility
14 will be located. Similarly that perimeter basically goes
15 around the facility; so, you'll see on the eastern border,
16 uh, basically the same thing—the lease line, 20 foot
17 landscaping buffer and, again, a six foot barbed wire fence.

18 Q. And if I can get you to turn to page 11, I
19 believe the landscaping and site plan detail continues.

20 A. Yes, here on page 11 we've got two other images.
21 One is showing the invertors are internally located to the
22 facility. That's to make sure that we're in observance of
23 the 150 setback from the property boundary as required by
24 the County. And then also on the right hand image you'll
25 see the requirements set forth for the entrance, uh, that

Charles McClure - Direct examination by Ms. Ross

1 there's sufficient parking and access to the internal roads
2 for servicing.

3 Q. And we can maybe jump ahead a little bit. On
4 page 12 and, uh, I believe you've covered the 20 foot
5 landscape buffer in any detail. I will have you turn to
6 page 13, uh, and I will for the Board's benefit, Mr. McClure
7 has a colleague he works with who perhaps did not relay to
8 him information related to the 100 foot wide natural buffer
9 and maybe that is a point we can clarify on rebuttal. As
10 you can see in page 13 the intention was that the 100 foot
11 natural wide buffer is under the control of the applicant.
12 I don't know if that sparks your memory to any
13 conversations. Are you aware of that?

14 A. I - I have an assistant who I work with who
15 probably would be, uh uh, was unable to make it tonight but
16 he probably could set me straight on that.

17 MS. ROSS: And we can confirm that.

18 CHAIRMAN: Sure.

19 Q. Turning to page 14. In your experience with
20 developing solar farms do you have an opinion of whether or
21 not this facility will be detrimental to or endanger the
22 public health, safety or morals?

23 A. My opinion is it will not.

24 Q. And on what is that opinion based?

25 A. Uh, I've had eight years of experience in the

1 industry and developed similar facilities across the state
2 and in other states.

3 Q. And as the applicant, will you be - have you
4 engaged experts to appear this evening on this finding?

5 A. Yes. We've got several subject matter experts
6 who will be testifying after I finish.

7 Q. Similarly on the next page and the finding of
8 the substantial injury to the property value, as the
9 applicant have you engaged an appraiser to appear this
10 evening and provide an opinion of value - excuse me, an
11 opinion as to whether or not the proposed use substantially
12 injures adjoining and abutting property?

13 A. We did. Rich Kirkland will be testifying.

14 Q. And finally on page 16 the ordinance requires
15 the location and character use if developed as according to
16 plans submitted will be in harmony with the area and in
17 general conformity with the Moore County Land Use Plan. As
18 the developer for this project have you formed an opinion as
19 to whether or not this facility will in fact meet this
20 finding?

21 A. Uh, it is my opinion that it will meet those
22 findings.

23 Q. And what is that opinion based on?

24 A. In addition to my own experience, we do have
25 subject matter, experts who have testified to that as well.

Charles McClure - Cross examination by Mr. Chairman

1 Q. And have you reviewed - generally reviewed the
2 Moore County Land Use Plan?

3 A. I have looked over the Moore County Land Use
4 Plan as well as the specific subject on the pages that refer
5 directly to solar development.

6 Q. And in your opinion does this facility proposed
7 in this location comply with the Moore County Land Use Plan?

8 A. Uh, I believe it does.

9 Q. And is part of your opinion based on the
10 vegetative buffer that will be put in place?

11 A. That is correct.

12 Q. And is part of your opinion based on the low
13 impact nature of the solar facility?

14 A. Yes.

15 Q. Uh, continuing in regards to the land use plan,
16 did you cause to be - for the slide, page 17, to be prepared
17 in terms of your review of the land use plan?

18 A. Yes.

19 Q. And would you briefly go over the points in the
20 land use plan that you discussed that you feel support this
21 application?

22 A. Well, I - primarily I feel that we're observing
23 the vegetative buffer, no emissions uh uh, lack of impact on
24 the surrounding property valuation.

25 MS. ROSS: Mr. Chairman, at this time I would

Charles McClure - Cross examination by Mr. Chairman

1 tender Mr. McClure for questions either for cross
2 examination or from the Board at your pleasure.

3 CHAIRMAN: Questions from those that are
4 opposed? Anyone?

5 (No response.)

6 CHAIRMAN: If not, I've got some questions for
7 you.

8 **CROSS EXAMINATION by MR. CHAIRMAN:**

9 Q. On page 8 on decommissioning, how long has your
10 LLC been licensed and is it licensed or how long have you
11 been incorporated as an LLC, as a company, how many solar
12 farms has your business produced? Is this your only line of
13 work as far as your business and, if so, what recourse would
14 the land owner or the County have if your company goes
15 bankrupt and you're not able to remove the structures and
16 equipment that will - that you say you can if you're out of
17 business? What's the backup plan?

18 A. Can I ask you to repeat those one at a time so I
19 can just address them?

20 Q. Sure. How long have you been an LLC?

21 A. H.C.E. Moore II LLC was started probably within
22 the last 24 months. It's a project company. But Holocene
23 Clean Energy has been in business since 1998. I'm sorry, 2-

24 Q. So, you're LLC was filed with the State of?

25 A. In North Carolina; yes, sir.

Charles McClure - Cross examination by Mr. Chairman

1 Q. North Carolina.

2 A. Filed with the Secretary of State.

3 Q. We could go to the Secretary of State and it
4 would be there?

5 A. Yes, sir.

6 Q. So, you've been there for two years?

7 A. The project company has been there for two
8 years. The parent company has been in business for eight
9 years.

10 Q. Eight years. How many solar farms and is solar
11 farms your only business?

12 A. Uh, yes. Solar development and construction and
13 finance are our primary business.

14 Q. Okay.

15 A. We have developed probably two dozen and there
16 are projects that are currently in development as well that
17 I would consider also. Completed solar farms? Probably
18 about a dozen.

19 Q. Okay. And I don't want to ask you if you're
20 profitable or not. That's none of my business. My only
21 concern is on the decommissioning. If you do not stay in
22 business, what does the landowner have or the County have as
23 a contingency that these panels will be removed and the site
24 will be restored to its original state?

25 A. Yes, sir. Uh, one thing that I would like to

Charles McClure - Cross examination by Mr. Chairman

1 point out is that we will not be the long term
2 owner/operator of the project. It's not our business model
3 to retain these project companies long term. Uh, what is
4 common throughout the state is that these project entities
5 actually are invested and held long term by much more, uh,
6 well founded financial institutions such as national banks,
7 insurance companies, uh, so the underlying entity that will
8 own and operate the facility long term are companies that
9 have been in business for hundreds of years.

10 Q. So, you're making a promise that somebody else
11 is going to have to keep?

12 A. They're required by the lease with Mr. Presley
13 to - they're required by law. The lease is legal document
14 that they are being held to under the project company. So,
15 it's not a promise. It's a legal document that requires
16 them to decommission per our agreement with the landowner.

17 Q. Okay.

18 COMMISSIONER DAEKE: Can I ask?

19 CHAIRMAN: Sure.

20 COMMISSIONER DAEKE: So, what happens if that
21 co- What happens if that company goes out of business?

22 MR. MCCLURE: Uh-

23 COMMISSIONER DAEKE: And walks away from it?

24 MR. MCCLURE: I can't over emphasize how
25 unlikely it is for an international or a national bank like

1 Bank of America, US Bank, Wells Fargo, uh Blue Cross Blue
2 Shield, those are the entities that are long term
3 owner/operators of these projects. If Bank of America goes
4 out of business, I think there's a lot more problems we'll
5 have than decommissioning solar farms.

6 CHAIRMAN: Mmm. Go back 2008, you might not
7 have said that. Okay, that's the questions we have. Thank
8 you.

9 MS. ROSS: Mr. Chairman, may I follow up a
10 couple questions in regards to decommissioning?

11 CHAIRMAN: I don't have any questions for you.

12 MS. ROSS: Okay.

13 MR. MCCLURE: Can I also mention our
14 decommissioning plan that was submitted?

15 Q: Well, it sounds like, and I don't want to be
16 rude, but it sounds like you're not going to be around to do
17 the decommissioning plan. You're going to sell it to
18 somebody else.

19 A: The long term owner/operator will still be bound
20 to the decommissioning plan that we've set forth. So, it's
21 probably worth mentioning if you don't have an objection to
22 it.

23 Q: No, I don't have an objection if you're going to
24 be the one that backs this piece of writing in this book to
25 these landowners, then by all means state your case. It

1 sounded like to me you were going to build it and go.
2 That's what I heard.

3 A: Well, I just want to be honest with the
4 Commission that my company does not own and operate
5 facilities long term as our business model.

6 Q: Right.

7 A: That the owner/operators are much more
8 traditionally long lasting companies. They've been in
9 business for hundreds of years. The point, though, is that
10 the decommissioning plan that they are bound to has already
11 been figured out by us. We've hired an engineer to help us
12 with the decommissioning plan that we've submitted.

13 Q: I believe you. My problem is I don't think
14 you're going to be around when this happens. And the
15 company that you're going to - that's going to follow in
16 behind you may not be the same character and person standing
17 at this microphone in this courtroom today, and these guys
18 are going to be left holding the bag. That's my concern.

19 A: I understand. My point is it's not a matter of
20 character. They're legally bound by the lease to
21 decommission the property.

22 Q: Well, we saw how legal bounds go. You just check
23 our Supreme Court. They can four four all the time. They
24 can't figure out what the law is. We've seen the banks not
25 have to own up and we've seen tax payers having to bail them

Chris Sandifer - Direct examination by Ms. Ross

1 out time and time again and you're saying we're going to
2 sell this to taxpayers - to banks and insurance companies?
3 God, I wish you hadn't said that. I was feeling a lot
4 better about it before you brought this to me and just for
5 my own personal purview. But that's just me. I'm just
6 trying to look after the landowners and the County when this
7 does need to be decommissioned because it will not last
8 forever; correct? They will wear out.

9 A. The useful life of the facility is probably 20
10 to 30 years.

11 Q. Okay. Well, that's enough. Thank you. I
12 appreciate your honesty. I really do.

13 CHAIRMAN: Okay. Next.

14 MS. ROSS: Mr. Chairman, at this time we would
15 call Chris Sandifer to testify.

16 **CHRIS SANDIFER, being previously duly sworn, testified as**
17 **follows during DIRECT EXAMINATION by MS. ROSS:**

18 Q. Mr. Sandifer, if you would, please state your
19 name for the record.

20 A. My name is Chris Sandifer.

21 Q. And how are you presently employed?

22 A. I'm an independent electrical engineering
23 consultant.

24 Q. And, Mr. Sandifer, the document that is behind
25 Tab 3 of the booklet that's been handed to the Commissioner,

1 what is this document?

2 A. That is my resume.

3 Q. And would you briefly, understanding you've been
4 practicing for awhile, would you briefly describe your
5 educational background post high school?

6 A. Yes. I'm a graduate with an electrical
7 engineering degree from Clemson University and then I spent
8 some time in the military practicing engineering. Came back
9 out of the service and went to work with a utility, local
10 utility. Worked for them approximately 10 years. Took
11 another career in large power equipment and went back to
12 utility for another 10 years and then took another job as a
13 large power equipment again and went back for another almost
14 10 years. So- And then I went in practice installing and
15 engineering solar farms.

16 Q. Okay. So, I think we covered both your
17 education and your professional history there very briefly.
18 Let me ask you, are you licensed in the State of North
19 Carolina?

20 A. Yes, I am.

21 Q. And what license do you have?

22 A. I am a licensed professional engineer and I'm
23 also a licensed contractor with an unlimited classification.

24 Q. And, Mr. Sandifer, were you engaged by H.C.E.
25 Moore II to testify this evening on behalf of their special

1 - excuse me, Conditional Use Permit application?

2 A. Yes, I was.

3 Q. And what did you do to prepare for testifying
4 this evening?

5 A. I reviewed the plans. I visited the site.

6 Q. You reviewed the plans. You visited the site.
7 Did you have conversations with the developer in regards to
8 their practices for construction and development of the
9 site?

10 A. I did.

11 Q. Can you describe the facility that H.C.E. Moore
12 II proposes to construct at - on Stage Road?

13 A. Yes. It's primarily consist of about twenty-two
14 thousand three hundred and ten watt polycrystalline panels
15 that feed through electrical conductors to an ---INAUDIBLE---
16 which changes the DC, direct current, to AC which can be
17 marketed to the local utility via a step-up transformer.

18 Q. So, let's unpack that just a little bit. You
19 mentioned that there are modules or solar panels on the site
20 that are attached to racking; correct?

21 A. Yes. There will be steel piles driven into the
22 ground. They have a hydraulic press that pushes them in the
23 ground in a row with minimum disturbance to the soil and
24 then there's a steel rack that's put on top of that which
25 the panels are attached to.

Chris Sandifer - Direct examination by Ms. Ross

1 Q. And I believe you mentioned that there are
2 invertors that take DC power to AC power; is that correct?

3 A. That is correct.

4 Q. And what is DC power?

5 A. That's direct current.

6 Q. And that is what's generated from the solar
7 panels?

8 A. That is correct.

9 Q. What does the invertor do to convert it to AC
10 power?

11 A. That's-

12 Q. Briefly.

13 A. They use a pulse with modulation. They
14 basically simulate a, uh, an AC curve with pulses of DC.

15 Q. And does the AC power then go into the grid?

16 A. The transformer that matched it to the utility
17 voltage.

18 Q. And in your experience with the components of
19 the solar farm are there any emissions that are created?

20 A. No. No emissions.

21 Q. What is your opinion in regards to the safety of
22 the components of the solar farm?

23 A. They will all be in compliance with the national
24 electric code or UL or an equivalent approving authority.

25 Q. And is there any moving parts or items that

1 create noise that are part of this facility?

2 A. Yes, there are.

3 Q. And which component creates noise?

4 A. The major component would be the inverter.

5 Q. And can you describe the - well, let me ask you,
6 have you looked at the manufacturing specifications for the
7 invertors proposed to be used here?

8 A. I have.

9 Q. And can you describe for us the specifications
10 as they relate to noise?

11 A. Yes. The uh - at a minimum of 150 feet they
12 they specify that the output would be a 53 DBA.

13 Q. And describe for us what 53 DBA would be.

14 A. Uh, 55 would be crickets at night.

15 Q. So, in your opinion will this facility generate
16 any noise outside of its fence line?

17 A. No. It will not.

18 Q. Now, you mentioned that the invertors are
19 withing the site plan. If I can, I'm going to get you to
20 look at what's behind Tab 2, which is the site plan, for the
21 commissioners. Are you familiar with this document?

22 A. Yes, I am.

23 Q. And can you describe the placement of the
24 invertors for the facility?

25 A. The invertors are nested inside of the facility.

Chris Sandifer - Direct examination by Ms. Ross

1 Q. And do they sit on a concrete pad?

2 A. Yes. There's a concrete pad that would be
3 common to the transformer and the inverter.

4 Q. And outside of the concrete pad on which the
5 inverter and the transformer sit, are there any other
6 impervious surfaces part of the facility?

7 A. None in this plan and none are planned.

8 Q. And in your experience are the solar modules
9 considered impervious surfaces?

10 A. Yes.

11 Q. They are impervious surfaces?

12 A. They-

13 Q. In- Excuse me. Let me back up and correct
14 that. They are considered glass modules sitting on racking;
15 correct?

16 A. That is correct.

17 Q. From an environmental standpoint are they
18 considered impervious when you're looking at the impervious
19 surface that's-

20 A. No.

21 Q. Are they - when you're looking at this
22 impervious surface that is used to determine what permits
23 are needed, are they considered impervious surfaces?

24 A. They are not.

25 Q. And why are they not considered impervious

1 surface in that way?

2 A. Okay. Because the water that hits them, the
3 rain, it sheds off and goes directly to the ground.

4 Q. And in your experience and in your conversations
5 with the developer here will there be any material under the
6 racking or modules that would prevent the water from being
7 absorbed by the ground?

8 A. No.

9 Q. So, no gravel?

10 A. No gravel.

11 Q. No plastic?

12 A. No.

13 Q. And no concrete?

14 A. Other than the three pads.

15 Q. If I could, in your experience about how many
16 solar farms have you worked on in the state of North
17 Carolina?

18 A. At one point or another, several hundred.

19 Q. And is your - what is your primary role and
20 relation to solar facilities?

21 A. I work with developers to - to ensure that the
22 utility compatibility is efficient and sufficient. And then
23 I also do some preliminary design for the one lines for the
24 application and also have done some design work for the
25 farms. I did not do this design.

Chris Sandifer - Direct examination by Ms. Ross

1 Q. But you've reviewed this design?

2 A. Yes, I have reviewed it.

3 Q. And you've discussed with the developer the
4 design?

5 A. Yes, I have.

6 Q. And in your understanding for this design, will
7 the land be disturbed such that it would not be suitable for
8 agricultural use in the future?

9 A. It would be suitable for agricultural use in the
10 future.

11 Q. Will there be any lighting installed at the
12 solar farm by the plan?

13 A. No lighting install.

14 Q. Will the solar farm create any fumes or odors?

15 A. No.

16 Q. Based on the site plan is the facility fenced?

17 A. Yes.

18 Q. Have you formed an opinion regarding whether or
19 not the facility will materially endanger the public health
20 or safety?

21 A. I have.

22 Q. And what is that opinion?

23 A. It will not affect the - materially affect the
24 uh - negatively the safety and health of the residents of
25 this county.

Chris Sandifer - Cross examination by Mr. Hornik

1 Q. And have you formed an opinion based on your
2 expertise in regards to whether the solar farm is harmony
3 with the land in which it is proposed to be located?

4 A. Yes.

5 Q. And what is that opinion?

6 A. My opinion is it is harmonious.

7 Q. And, Mr. Sandifer, in your experience with solar
8 farms have you seen locations that are not harmonious for
9 solar farms?

10 A. Sure.

11 Q. And what attributes of this site specifically
12 leads you to your opinion that it is not a public health or
13 safety and that it is harmonious?

14 A. The setback from the road and the buffers that
15 are installed.

16 Q. Thank you. Thank you.

17 MS. ROSS: Mr. Chairman, I have no further
18 questions. I would tender Mr. Sandifer.

19 CHAIRMAN: Any questions from the opponent? You
20 can go to either one.

21 MR. HORNIK: Thank you, Mr. Chairman. My name
22 is Bob Hornik with Brough Law Firm in Chapel Hill. I'm here
23 on behalf of Harry and Sara Webster, who are the joining
24 property owners to the south and I'd like to ask a few
25 questions of this witness.

1 CHAIRMAN: Did he sign? Go for it. Get closer
2 to the mike so the commissioners can hear you.

3 **CROSS EXAMINATION by MR. HORNIK:**

4 Q. You've been out to the property?

5 A. Yes, sir.

6 Q. Describe the topography of the property.

7 A. It's sloping a little bit but it's mostly flat.

8 Q. This property is mostly flat? You sure you been
9 there?

10 CHAIRMAN: Okay, both gentlemen, you're going to
11 have to get - either you need to separate mikes or get real
12 close. Be friends.

13 Q. How many panels will there be?

14 A. Twenty-two thousand five hundred or so. It's
15 something like that. They're 310 watt panel.

16 Q. And how will these panels be oriented? Will
17 they be horizontal to the ground?

18 A. No, sir. They will be at a 20 degree angle
19 facing south.

20 Q. Facing south, which is looking at Exhibit 3 in
21 the packet is - it's the bottom of the page; correct?

22 A. Yes, sir. Uh-huh.

23 Q. Okay. Do you know where the Websters live?

24 A. No, sir.

25 Q. Okay. Do you know what the grade change is

Chris Sandifer - Cross examination by Mr. Chairman

1 between the north side, the Stage Road side, of the subject
2 property and the pond down at the southeast corner of the
3 property?

4 A. I couldn't tell you that exactly; no, sir.

5 MR. HORNİK: I have no further questions.

6 CHAIRMAN: Okay. Thank you. Any others from
7 the opponents? If not, I have a couple.

8 **CROSS EXAMINATION by MR. CHAIRMAN:**

9 Q. First, thank you for your service in the Air
10 Force. We do appreciate that. Uh, I was sort of curious
11 that you were giving testimony for the suitability for the
12 land but you're a professional engineer. I thought you were
13 more on the mechanical electrical stuff. Why would you be
14 testifying on as where it sits as far as land?

15 A. As far as use of the land?

16 Q. Yeah. Just opinion more than professional? I
17 mean you're not a professional land surveyor or a land -
18 yard guy. You're a professional engineer electrically, I
19 assume?

20 A. Yes, sir. The only thing I could tell you is I
21 have 1,700 acres of land in North Carolina that I do farm.
22 So, I do have some experience farming.

23 Q. Okay. All right. Fair enough. That's all I
24 have.

25 CHAIRMAN: Anyone else?

Chris Sandifer - Cross examination by Ms. Simpson

1 FEMALE VOICE: Is it too late for me to ask him
2 questions?

3 COMMISSIONER DAEKE: Can't hear her.

4 CHAIRMAN: Are you signed? Did you swear her
5 in? Get sworn in?

6 COUNTY CLERK: I did.

7 CHAIRMAN: You can ask a question. Please come
8 to the mike.

9 MS. SIMPSON: My name is Sharon Simpson and my
10 property is right in front of where the solar farm is
11 proposed to go. I'm - we have two wells on our property and
12 you said the water is going to go into the ground. I'm
13 curious as to - with the pesticides and stuff around the
14 solar farm how that's going to effect my family's well
15 water.

16 CHAIRMAN: Would you repeat your question,
17 Sharon. He could not hear you. You got to get real close.
18 These microphones really like you. So, you just get to them
19 and talk in them and they'll really let everybody know and
20 we really need to hear. So, ask the question again.

21 MS. SIMPSON: My husband and I own approximately
22 22 acres that shares a property line with the solar farm,
23 and I'm curious because we have two wells on our property.
24 When he says that the water is going to go into the ground,
25 how is that going to affect my well water?

1 A. Yes, thank you. The panels themselves are glass
2 encapsulated. So, they're not going to affect or change the
3 water that comes off of them from the rain. As far as I
4 know there's never been - solar farms do not use pesticides.

5 Q. So, no pesticides will be used?

6 A. I can't imagine why they would use them. I mean
7 I've never seen it. They use herbicides but less than what
8 would be used by a farmer.

9 Q. Thank you.

10 CHAIRMAN: Okay. Any other questions?

11 (No response.)

12 CHAIRMAN: Next.

13 MS. ROSS: If I may redirect for one moment on
14 Mr. Sandifer, Mr. Chairman?

15 CHAIRMAN: I think that's allowed.

16 MS. ROSS: Excuse me?

17 CHAIRMAN: I think that is allowed. The
18 attorney will tell me if I'm doing something wrong.

19 MS. ROSS: Okay.

20 **REDIRECT EXAMINATION by MS. ROSS:**

21 Q. Mr. Sandifer, the question was asked of you with
22 regards to your testimony about the solar farm in this
23 location, and in your design of solar farms do you look at
24 locations for solar farms?

25 A. I review them.

Cory Darnell - Direct examination by Ms. Ross

1 Q. And, therefore, in the couple hundred solar
2 farms that you've reviewed you looked at access to
3 interconnection, land use prop - excuse me, properties used
4 around the proposed location? Are those two attributes of
5 land use that you look at when determining a site?

6 A. Typically when the site is given to me, most of
7 that has already been done. My review of that would be
8 peripheral. Typically if it's going to be a problem, it
9 never gets to me.

10 Q. And this one in fact did get to you for your
11 review; correct?

12 A. That is correct.

13 Q. Thank you. I have no further questions.

14 CHAIRMAN: Okay.

15 MS. ROSS: Mr. Chairman, we would call Cory
16 Darnell.

17 CHAIRMAN: Okay. On your list? Okay.

18 **CORY DARNELL, being previously duly sworn, testified as**

19 **follows during DIRECT EXAMINATION by MS. ROSS:**

20 Q. Mr. Darnell, would you please state your name
21 for the record?

22 A. Cory B. Darnell.

23 Q. And how are you employed, Mr. Darnell?

24 A. I'm an environmental project manager with ECS
25 Engineering Consulting Services.

Cory Darnell - Direct examination by Ms. Ross

1 Q. And what is ECS?

2 A. It's a engineering firm. We specialize in
3 construction, materials testing, environmental facilities.

4 Q. And you - believe you said your title was
5 environmental project manager; is that correct?

6 A. Yes.

7 Q. And were you engaged by the applicant here,
8 H.C.E. Moore II, to evaluate the proposed solar farm site
9 for water features?

10 A. That's correct.

11 Q. And did you prepare a report related to wetland
12 delineation?

13 A. Yes.

14 MS. ROSS: And if I can inform the Commission
15 that that is behind Tab 4 in the booklet that you have been
16 provided.

17 Q. Mr. Darnell, what did you do to prepare for your
18 testimony this evening?

19 A. I just reviewed our reports just to make sure
20 everything was good and just looked at the site.

21 Q. Did you review the proposed site plan?

22 A. Uh, not tonight but I have seen it.

23 Q. In preparation of your report, did you visit the
24 site several times?

25 A. That's correct.

Cory Darnell - Direct examination by Ms. Ross

1 Q. Can you describe for the Board your visits to
2 the site?

3 A. My site visits included the meeting with the
4 Army Corps of Engineers and the State of North Carolina
5 Division of Water Resources.

6 Q. And in visiting the site what was - what was the
7 purpose of your visit to the site?

8 A. Our purpose is to go out and delineate waters of
9 the U.S. So wetlands, streams, ponds and things like that.

10 Q. And looking at your report, I apologize my
11 booklet has come apart. Did the Army Corps of Engineers
12 review your wetland determination?

13 A. Yes, they did.

14 Q. And what was their conclusion related to
15 wetlands on the property?

16 A. There are no wetlands or waters of the U.S. on
17 the site.

18 Q. And included in Tab 4 behind your report is a
19 document from the Army Corps of Engineers; correct?

20 A. That is correct.

21 Q. And what is this document?

22 A. This document states what the jurisdictional
23 determination was made. In this case the Army Corps of
24 Engineers said that there were no waters of the U.S. on
25 site.

1 Q. In addition to waters of the U.S., do you look
2 at other water features on the property?

3 A. I only look at the water features on the site.

4 Q. Do you look at - besides waters of the U.S. do
5 you look at other water features on the site? North
6 Carolina based water features or streams and things like
7 that?

8 A. That's correct.

9 Q. Looking at page 3 of your report there are
10 several sections related to State ---INAUDIBLE- and buffer
11 requirements, local buffer requirements and storm water
12 requirements. Do you see that?

13 A. Yes, I do.

14 Q. Is this property located within a river basin?

15 A. It is in a river basin.

16 Q. Do you recall which one?

17 A. The Cape Fear River Basin.

18 Q. Based on its location is it subject to any state
19 ---INAUDIBLE- buffers?

20 A. It is not subject.

21 Q. And why is that?

22 A. Because the State doesn't buffer streams in the
23 Cape Fear River Basin, at least for this site.

24 Q. And, therefore, there's no requirement for - if
25 there was a stream on this property, there would be no

1 requirement by the State for there to be a buffer; correct?

2 A. That's correct.

3 Q. Is there in fact any streams on this site?

4 A. There are no streams.

5 Q. And this site is subject to the Moore County
6 buffer requirements; correct?

7 A. That is correct.

8 Q. And that's if there was a stream on the site, it
9 would be required to be buffered; correct?

10 A. That's correct.

11 Q. But again, there's not any so we have no
12 buffers; correct?

13 A. That's correct.

14 Q. Now, you've talked a little bit in regards to
15 impervious surfaces. The site is subject to a water supply
16 basin; correct?

17 A. That is correct.

18 Q. And in looking at your report, you talk about a
19 low density option. Can you describe what that low density
20 option means? What you mean by low density option?

21 A. Right. That means if it's less than 24 percent
22 built upon area it's subject to certain requirements.

23 Q. And in your opinion would the site here be a low
24 density development?

25 A. Yes, that's correct.

Cory Darnell - Cross examination by Mr. Hornik

1 Q. And is that in part based on the impervious
2 surfaces that would be created by the development?

3 A. Yes, that's correct.

4 Q. Based on your wetland delineation review of the
5 site plan, have you formed an opinion about whether or not
6 the facility as proposed would be in harmony with the area
7 in which it's located?

8 A. It will be in harmony.

9 Q. Thank you.

10 MS. ROSS: I have no further questions at this
11 time.

12 CHAIRMAN: Any questions from the opponents? I
13 see him coming.

14 MR. HORNIK: Thank you, Mr. Chairman. I'll try
15 to speak into the microphone.

16 CHAIRMAN: Please do because everybody wants to
17 hear. I can see them. They're very interested.

18 **CROSS EXAMINATION by MR. HORNIK:**

19 Q. Cory, I'm Bob Hornik.

20 A. Nice to meet you.

21 Q. Now, did you prepare this report?

22 A. I did not prepare it. I reviewed it.

23 Q. Okay. And when you say you reviewed it, what do
24 you mean you reviewed it?

25 A. Well, I looked at it for technical expert

1 opinion on it.

2 Q. And about how much time did you spend looking at
3 it?

4 A. Probably half an hour to an hour just to review
5 all the documents.

6 Q. Now, I'm looking at Figure 1 attached to the
7 report. When you refer to the site in your testimony,
8 you're just talking about the area that's inside the red
9 lines; is that right?

10 A. That's - that's the area we evaluated.

11 Q. Okay. So, just south of the site I see this
12 little blue dot there. What's that?

13 A. That would be a water of the U.S. or typically a
14 pond.

15 Q. Okay. Now, I also see this blue line that's
16 running kind of from the northeast to the pond and then
17 southeast from the pond. What is that blue line?

18 A. That generally indicates a stream.

19 Q. Okay. Have you been out to the site?

20 A. Yes.

21 Q. What's the topography of the site?

22 A. Slopes to the south and southeast.

23 Q. So, it slopes to the pond down there in the
24 southeast corner generally?

25 A. More or less.

Cory Darnell - Cross examination by Mr. Hornik

1 Q. Now, looking at Figure 3 from your report, is
2 the - do you see inside the red area there are these lines
3 that kind of run north south? Do you see those?

4 A. Yes.

5 Q. What are those?

6 A. I believe that was grass from the last time I
7 looked at it.

8 Q. Okay. Now, we're looking at Figure 5 and I look
9 at those same lines running north south and on the legend it
10 seems to indicate that there's a - it's the location of a
11 non-jurisdictional ditch. What does that mean?

12 A. That means it wasn't jurisdictional. It means
13 at that time we felt that water would flow through there but
14 in fact it does not.

15 Q. Were those drainage ditches at some point along
16 the line?

17 A. I wouldn't consider them important drainage
18 ditches.

19 Q. You wouldn't consider them important?

20 A. Uh-huh.

21 Q. And why not?

22 A. They did not observe evidence of features that
23 the Army Corps of Engineers would consider jurisdictional.

24 Q. And you were looking for jurisdictional
25 wetlands; right?

Cory Darnell - Redirect examination by Ms. Ross

1 A. Looking for jurisdictional waters of the U.S.

2 Q. Okay. And you found none of those. Basically
3 no blue lines on the property?

4 A. That's correct. That's evident from the Army
5 Corps of Engineers jurisdictional determination.

6 Q. Okay. Now, you also offered an opinion about
7 whether this was - this proposal for the site was harmonious
8 with the area? And I think you offered your opinion that
9 you thought it was harmonious. What's the basis of your
10 opinion?

11 A. The basis is that there's no waters of the U.S. ;
12 so - meaning that the site wouldn't be impacting
13 jurisdictional features and, therefore, would be harmonious.

14 Q. So, other than that, you don't have any opinion
15 about whether the solar facility is harmonious with the
16 general area?

17 A. No. That was outside of our scope of services.

18 MR. HORNIK: That's all I have for this witness.
19 Thank you.

20 CHAIRMAN: Okay. Any questions from the Board?

21 MS. ROSS: If I may briefly redirect.

22 **REDIRECT EXAMINATION by MS. ROSS:**

23 Q. Mr. Darnell, who is the executor to the report?

24 ---INAUDIBLE---

25 A. Mr. Brandon Fulton.

Cory Darnell - Redirect examination by Ms. Ross

1 Q. What is your role to Mr. Fulton?

2 A. He is now my department manager. He is also the
3 environmental principal for our department.

4 Q. Let me back up for just one minute. Make sure
5 the record is clear on this point.

6 MS. ROSS: Mr. Hornik, may I borrow your book
7 for a minute?

8 Q. Who is the signatory - there are two signatories
9 to the report. Who are the two people that are signatories
10 to the report?

11 A. Paul Stevens is also a wetland delineator.
12 Natural resources employed with ECS. He works with me in
13 our current office.

14 Q. And is part of your role to oversee Mr. Stevens'
15 reports and to work with him in the creation of them?

16 A. That is correct.

17 Q. I believe you testified that you spent about 30
18 minutes with this report; correct

19 A. Something to that regards. This report was
20 written awhile back, so-

21 Q. At the time that the report was written, not in
22 preparation for your testimony, what was your involvement in
23 preparing the report?

24 A. Technical review.

25 Q. And in fact you went out on the site with the

Tommy Cleveland - Direct examination by Ms. Ross

1 Corps of Engineers?

2 A. That is correct.

3 Q. And did you participate in the creation of the
4 delineations that the Corps then verified?

5 A. That is correct.

6 Q. So, while you're not a signatory to the report,
7 would you say your opinions are based on intimate knowledge
8 of the report?

9 A. That's correct.

10 Q. And on knowledge of the site?

11 A. Yes. Knowledge of the site.

12 Q. Thank you.

13 MS. ROSS: Just wanted the record to be clear of
14 Mr. Darnell's involvement with the report. It was done a
15 significant time ago, which is normal in development. I
16 have no further questions.

17 CHAIRMAN: Okay. Next witness.

18 MS. ROSS: Mr. Chairman, at this time we would
19 call Tommy Cleveland to the stand.

20 CHAIRMAN: Okay. We don't really have a stand
21 but we have a microphone.

22 MS. ROSS: Close enough. To the
23 microphone.

24 CHAIRMAN: There you go.

25 **TOMMY CLEVELAND, being previously duly sworn, testified as**

1 **follows during DIRECT EXAMINATION by MS. ROSS:**

2 Q. Mr. Cleveland, would you please state your full
3 name for the record?

4 A. Thomas H. Cleveland, III.

5 Q. And can you tell us how you are presently
6 employed?

7 A. I'm presently employed as an engineer at the
8 North Carolina Clean Technology Center, which is a extension
9 and engagement center at NC State University.

10 Q. And are you appearing this evening as an
11 independent consultant for the applicant?

12 A. Yes, I am.

13 Q. So, not in your role for the university?

14 A. That's correct. I'm here not on behalf of the
15 university.

16 Q. But your role at the university certainly gives
17 you knowledge for which you are providing your opinions
18 tonight?

19 A. That's correct.

20 Q. And would you describe your educational
21 background post high school?

22 A. I've got an undergraduate and masters degrees in
23 mechanical engineering from NC State.

24 Q. Would you briefly describe your professional
25 experience?

Tommy Cleveland - Direct examination by Ms. Ross

1 A. Yeah. Since that time I've worked with the
2 university at the center where I'm currently employed. We
3 were previously called the North Carolina Solar Center and
4 have changed their name. But I've been employed there for
5 approximately a dozen years.

6 Q. And can you describe for the Commission what
7 your role is with the university?

8 A. I manage our renewal energy technical group.

9 Q. And what does that entail?

10 A. Uh, a wide range of solar and other renewable
11 energy, technical projects from site assessments. Uh, we
12 work with local utilities advising them on potential solar
13 uses. We've done a number of Department of Energy solar
14 research projects.

15 Q. And have you been involved in the creation of
16 ordinances related to solar facilities?

17 A. Yes, I have. I helped lead the state ---
18 INAUDIBLE- group a little over two years ago that put the
19 together a model or template solar ordinance for North
20 Carolina.

21 Q. And in your work with the Solar Center have you
22 researched technologies related to solar facilities,
23 components of those solar facilities?

24 A. Yes, I have. Another portion of my work is
25 regularly answering questions from the public and businesses

Tommy Cleveland - Direct examination by Ms. Ross

1 and lawmakers that are looking for information on these
2 technologies.

3 Q. And as part of your role at the university have
4 you researched vegetative practice management of solar
5 facilities?

6 A. Yes, I have. We are - our center is currently
7 working with NC State's cooperative extension to put our a
8 series of fact sheets on solar technologies for North
9 Carolina. And one of those fact sheets is agricultural
10 impact. So, associated with that I have spoken with several
11 firms that do a lot of the vegetative maintenance on solar
12 farms in North Carolina.

13 Q. In your role with H-C-E - well, let me back up.
14 Do you have any licenses with the State of North Carolina?

15 A. Yes. I'm a licensed professional engineer. I
16 have been for about nine years.

17 Q. And how do you use that license in your work
18 with solar facilities?

19 A. I'm a consultant to a number of developers of
20 solar farms.

21 Q. And does that license enable you to review site
22 plans and designs of solar facilities with more of an expert
23 eye than a non-licensed engineer?

24 A. Yes, it does.

25 Q. And are you generally familiar with construction

1 practices of solar facilities?

2 A. Yes, I am. In fact, I just helped review the
3 internal training for the - one of the largest if not the
4 largest solar construction company in the state. They hired
5 our center to help them develop internal training materials.
6 So, I helped do quality control on those training materials.

7 Q. Have you reviewed the site plan for the project
8 that's before the Commission this evening?

9 A. Yes.

10 Q. Have you visited the sites that you're generally
11 familiar with the area?

12 A. Yes, I have.

13 Q. Can you talk with us about the solar technology
14 that's proposed at this site?

15 A. Yes. It's proposed to be poly silicon modules
16 or panels, which is the most common technology we've seen
17 used around the world and here in North Carolina. It's a
18 silicon based technology that's been in existence for over
19 fifty years now. And as we heard described earlier, the
20 other main component after the panels is the inverter that
21 converts the DC electricity to grid synced AC electricity.

22 Q. You've mentioned that the solar technology
23 proposed here is not new and been used for awhile across the
24 U.S. and North Carolina. Can you describe the impact of
25 that technology on the land in which it is constructed?

Tommy Cleveland - Direct examination by Ms. Ross

1 A. There's no emissions from the site. So, really
2 the only impacts are during construction, any land moving
3 needed during construction. Once the system is operating
4 the only moving parts are really fans in the invertors. So,
5 it is sitting there very passively turning sunlight into
6 electricity but not otherwise impacting the site or the
7 surrounding land.

8 Q. And you mentioned that you're familiar with the
9 construction technology or construction practices and we
10 talked about this in depth with Mr. Sandifer, but what is
11 your experience in terms of construction practices for solar
12 facilities such as proposed here and its impact on the land.

13 A. I've stayed familiar with those practices for
14 the last many years since solar farms were being developed
15 in North Carolina. I've occasionally been to sites during
16 construction and seeing them being - being constructed. And
17 I follow the industry trade journals on latest techniques
18 and products.

19 Q. And describe that construction practice for us
20 from installing of the racking system.

21 A. The racking supported by steel posts, galvanized
22 steel posts that are driven into the ground typically seven
23 to eight feet of embedment depth. On top of that you bolt
24 on steel or aluminum horizontal members and then bolt the
25 modules down to those horizontal structure.

1 Q. Are there any components in that process of
2 putting in the racking and attaching the modules that
3 propose a health or safety hazard in your opinion?

4 A. No.

5 Q. In terms of the invertors and the transformers,
6 are there any components or any portions of those components
7 facility that propose health or safety concerns in your
8 opinion?

9 A. Only the potential for shock hazard which you
10 would have anywhere you have electricity, but nothing unique
11 to solar.

12 Q. And this facility is encompassed by a fence with
13 barbed wire; correct?

14 A. That's correct.

15 Q. You've talked about the impact on the property.
16 You mentioned this galvanized steel post. Any safety
17 concerns or any health concerns related to the galvanized
18 steel components?

19 A. No. The galvanized - the galvanized coating is
20 a zinc coating that's there to keep the steel from rusting
21 and some of that does come off over time but we - there's no
22 health concerns - health or safety concerns from that.

23 Q. And have you reviewed journal articles and peer
24 reviewed articles and manufacturing specifications that talk
25 about central health and safety concerns?

1 A. Yes, I have. I've researched that question and
2 come to that conclusion.

3 Q. And you mentioned that you're familiar with the
4 maintenance of vegetative at solar facilities; correct?

5 A. Yes.

6 Q. Can you describe what your research has shown in
7 regards to vegetative maintenance practices?

8 A. Yes. The three firms I spoke to maintain over a
9 100 - around - almost 150 sites in North Carolina. The
10 vegetation at up to 150 solar sites in North Carolina, they
11 all primarily mow as their main, uh, way to maintain the
12 grass. They also all use some herbicides. Most of them or
13 they - I guess all three use herbicides around the
14 vegetative buffers on the exterior along the edge of the
15 fence. And then they will minimally use either - well, some
16 kind of herbicide, either a broad spectrum herbicide or a
17 broad leaf herbicide under the modules as needed.

18 Q. And do you have an understanding of how those
19 herbicides compare to the herbicide practices of farming
20 that's going on the land now?

21 A. Yes, to some degree. I'm not a farming expert
22 but I've spoken with them about the types and amounts that
23 they use and all of them do have agricultural backgrounds,
24 all three of these firms, and I've spoken to other farmers
25 as well that explain that the amount of herbicides they're

Tommy Cleveland - Direct examination by Ms. Ross

1 using at these sites is significantly less than the amount
2 would be used on round-up ready row crops, which are most
3 common crops around which have been genetically engineered
4 such that the fields can be sprayed with round-up and not
5 damage the crops and maintain the weeds. So, they're - the
6 solar sites are generally spraying the same herbicides but
7 much less.

8 Q. So overall less environmental impact from the
9 vegetative maintenance that's required for solar facility
10 then there would typically be for a row crop?

11 A. That's correct. All three firms stated that
12 they only use over-the-counter herbicides that anybody can
13 go in the store and buy, whereas many farmers or other
14 commercial pesticide applicators are able to and often do
15 purchase more restricted use herbicides that not just
16 anybody could buy; you have to have a special license. But
17 at least these three solar vegetative maintenance companies
18 did not use any of those restricted herbicides.

19 Q. You mentioned that the panels are predominately
20 glass. Can you describe for the commissioners if there's
21 breakage or if there is need for decommissioning of a panel,
22 what happens with that panel?

23 A. Uh-huh. The glass is a tempered glass or a
24 safety glass; so, if it does break, it breaks into small
25 little pieces, not large jagged pieces. And immediately

Tommy Cleveland - Direct examination by Ms. Ross

1 behind that glass there is a plastic layer, a clear plastic
2 layer that helps encapsulate the solar cells so it acts as a
3 binder between the cells and the glass so if those do break,
4 they don't fall apart. They stay there all held together by
5 this plastic behind the safety glass. And I think I've
6 forgotten the rest of your question.

7 Q. How are they disposed of? If a solar panel
8 needs to be disposed of, can it go in a landfill?

9 A. Yes, it can go in a landfill. They passed the
10 EPA's toxic characteristic leaching procedure test, which is
11 a mouthful of a test but it's a test that the EPA defines as
12 directed by federal legislation from the '70s, uh, that
13 defines what's allowed to go in landfills, whether it's
14 something considered hazardous or not. And poly silicon
15 modules pass that T-C-L-P test as referred to. So, they are
16 non-hazardous in the EPA's eyes and are able to go into a
17 landfill. Although from surveying of solar farm owners in
18 the state the vast majority of the occasional broken module
19 that are coming out now are going to recycling facilities.

20 Q. And are some of those recycling facilities in
21 North Carolina?

22 A. Yes.

23 Q. Does the module or the inverter create any
24 electromagnetic fields in excess of what already exists in
25 the atmosphere?

1 A. No. I would word that to - I think what you're
2 asking is to say at the - at the perimeters of the site, the
3 fenced perimeter of the site, uh, those electromagnetic -
4 electric and magnetic fields would not be any larger because
5 if the solar farm is there, there will be existing fields
6 coming off existing power lines but by connecting to those
7 power lines this site will not increase the electromagnetic
8 fields coming off those lines.

9 Q. Thank you. That was the question I asked. By
10 tapping into the grid, there's no increase in the
11 electromagnetic field in that area; correct?

12 A. That's correct.

13 Q. Based on your review of the site plan and your
14 experience have you formed an opinion related to whether the
15 facility will materially endanger the public health or
16 safety?

17 A. I have. And it's my professional opinion that
18 it will not materially endanger the public health or safety.

19 Q. And have you formed an opinion on whether or not
20 it is in harmony with the area to which it's located?

21 A. I have. And it's my professional opinion that
22 it is in harmony in the surrounding area.

23 Q. Thank you. I have no further questions.

24 CHAIRMAN: Any questions from the opponents? I
25 think you got one.

1 **CROSS EXAMINATION by MR. HORNIK:**

2 Q. Mr. Cleveland, I'm Bob Hornik. Nice to meet
3 you.

4 A. ---INAUDIBLE---

5 Q. So, what exactly is H.C.E. Moore's plan to deal
6 with vegetation on the property?

7 A. I don't know.

8 Q. Okay. In your affidavit you said that uh -
9 something to the effect of - maybe I can read it. Uh, about
10 E-M-F, uh, E-M-F is produced by magnets, tools, etc. by a
11 variety of sources. Will there be EMFs produced by the
12 panels?

13 A. A very mi- Well, there will be static fields or
14 DC electric fields and magnetic fields.

15 Q. And what does that mean?

16 A. It basically means and they're very small
17 fields, so it's, uh, the magnetic fields they produce are
18 like standing beside a magnet, a stationary magnetic field
19 and electric fields are like standing beside a battery, some
20 kind of DC voltage. There's no health impact to standing -
21 these are all relatively low voltage, low current. So low
22 fields. There's - there's no health impact.

23 Q. Does the fact that there will be 22,000 and some
24 odd of these panels make any difference with respect to the
25 impacts of EMF?

Tommy Cleveland - Redirect by Ms. Ross

1 A. No. The EMF amount is driven by the level of
2 voltage and level of current, uh, and you get repeating
3 blocks of panels in series so the voltage doesn't go up
4 higher when you get really large numbers of panels. And
5 similarly the current is just dispersed in a bigger area so
6 you don't get higher amounts of current with larger panels.
7 So, no. I guess the answer is no, that large number of
8 panels don't increase the amount of EMF somebody would be
9 exposed to.

10 Q. No further questions. Thank you.

11 CHAIRMAN: Okay. Any Board questions? Next
12 witness.

13 MS. ROSS: Just- Tommy- One question on
14 rebuttal, Mr. Chairman.

15 **REDIRECT EXAMINATION by MS. ROSS:**

16 Q. You just said it does not increase EMF that
17 anyone would be exposed to. But, in fact, there would be no
18 exposure to anyone outside of the fence line to the EMF
19 generated by this facility; correct?

20 A. That's correct. I was answering assuming
21 somebody was standing against the panels, and it's very
22 small levels that come off the panels and dispenses -
23 disperse - well, uh, diminishes very quickly with distance
24 from the panels.

25 Q. Thank you. Thank you.

Richard Kirkland - Direct examination by Ms. Ross

1 CHAIRMAN: Next.

2 MS. ROSS: I would ask Mr. Kirkland to come up.

3 **RICHARD KIRKLAND, being previously duly sworn, testified as**
4 **follows during DIRECT EXAMINATION by MS. ROSS:**

5 Q. Mr. Kirkland, if I could you to state your name
6 for the record.

7 A. Richard Kirkland.

8 Q. And how are you employed?

9 A. I work with Kirkland Appraisals.

10 Q. And were you engaged by H.C.E. Moore II to
11 perform an impact analysis on the facility that is proposed
12 this evening?

13 A. I was.

14 Q. Before we get into your impact analysis, can you
15 briefly describe for us your educational background post
16 high school?

17 A. Sure. I got a degree at UNC-Chapel Hill.
18 Following that I got into appraising. I did training
19 through the state. As far as that, I got my state
20 certification, general appraiser. I went on through the
21 Appraisal Institute and got my MAI.

22 Q. And can you tell us what an MAI is?

23 A. It's a national designation. It requires
24 advance studies, peer review and study beyond what it takes
25 to be a certified general.

1 Q. And are you a licensed appraiser in the State of
2 North Carolina?

3 A. Certified general, yes.

4 Q. Certified general appraiser in the State of
5 North Carolina. And can you describe for us your experience
6 in looking at the impact of value of solar farms across the
7 state?

8 A. Sure. I've been looking at this question for
9 the last five years. In that process I've looked at and
10 visited over 200 solar farms across North Carolina and
11 quantifying what uses are around them and where they're
12 located, and also looking for matched pairs in that process.

13 Q. And if I can point you to behind Tab 6 in the
14 booklet before the Commissions. Is this a copy of the
15 report that you have prepared for the applicant?

16 A. Yes, it is.

17 Q. Now, you have updated a report that you
18 previously prepared for the applicant; correct?

19 A. Correct.

20 Q. Can you summarize what the updates included?

21 A. Uh, the updates included some additional
22 analysis looking at the matched pairs and how they relate
23 specifically to this site. And I believe there was some
24 formatting issues.

25 Q. And was there an issue in regards to the area

1 that was - the acreage that was represented in the initial
2 report?

3 A. Yes.

4 Q. And I believe we heard earlier that you were not
5 present at the Planning Board; correct?

6 A. Correct.

7 Q. In fact you had provided a report to the
8 applicant at that time; correct?

9 A. I had.

10 Q. But we are here tonight with your report and you
11 are - have been engaged to opine about the impact of the
12 value of adjoining and abutting properties; correct?

13 A. Correct.

14 Q. Can you briefly describe your understanding of
15 the facility at H.C.E. Moore is proposing to construct here?

16 A. Uh, looks like a very typical solar farm that I
17 see across North Carolina. It's a static array, uh, with
18 the fence line. The landscaping buffer around it is more
19 significant than what I typically see. The size is fairly
20 consistent, if maybe a little smaller than a lot of the ones
21 I've looked at. And, uh, again the size and height of the
22 panels is going to be very typical and, uh, again below
23 twelve feet in height.

24 Q. If I can get you to turn to page 3, I think you
25 mentioned landscaping. Are you familiar with the

1 landscaping buffer that the applicant has proposed here?

2 A. I am.

3 Q. And generally does your report on page 3 reflect
4 that?

5 A. It does.

6 Q. And is that part of your opinion in regards to
7 the impact to the value of adjoining and abutting
8 properties?

9 A. It is.

10 Q. And to your opinion in regards to harmony in the
11 area?

12 A. Yes.

13 Q. And so, you would expect the applicant to
14 actually construct the landscape buffer as they have
15 intended here?

16 A. Yes, I do assume that.

17 Q. And I believe that you mentioned in your report
18 that there are mature trees fronting Stage Road; correct?

19 A. Correct.

20 Q. And do those trees provide a visual buffer from
21 any traffic on Stage Road?

22 A. They do.

23 Q. And if you turn to page 2 of your report? Are
24 you generally familiar with the Websters' property to the
25 southeast?

1 A. Generally, yes.

2 Q. And in your opinion what is the distance and the
3 view possibility from their property to the proposed site of
4 the solar farm?

5 A. Well, the distance I measured from the closest
6 solar panel to the home on that site. I measured 1,675 feet
7 between the two. There's existing trees there and the plan
8 showed some additional buffer being included there as well.

9 Q. Did you measure any distances to other
10 residential dwellings that are around the property?

11 A. I did.

12 Q. And what generally did you conclude in regards
13 to residential dwellings around the proposed site?

14 A. They're consistent with what I'm seeing across
15 the state. The distances are in most cases significantly
16 further than what I generally see. But where they do get
17 closer, it's in the typical range that I see across North
18 Carolina.

19 Q. If you will turn to page 4 of your report. This
20 begins your market analysis; correct?

21 A. It is.

22 Q. Will you describe for the Commission how you go
23 about doing your market analysis?

24 A. Uh, yeah. A matched pair or paired sales
25 analysis is where you look at, uh, in this case we're

Richard Kirkland - Direct examination by Ms. Ross

1 looking at impact with solar farms. You look at a property
2 adjoining a solar farm and you want to compare that to an
3 essentially identical property that's not adjoining a solar
4 farm to measure for any impact. Uh, and so, again, while
5 I've been looking at these solar farms across the state,
6 I've been looking for matched pairs which I could do that
7 with.

8 Q. And if you turn to page 9 of your report, you
9 discuss a matched pair sales that's located in Roxboro;
10 correct?

11 A. Yes.

12 Q. Describe for us that matched pair sales and why
13 you use it in this report?

14 A. This is a really good example and very similar
15 to what's going on at this location. This was a solar farm
16 that where it was put onto 600 - well, 590 acre farm. They
17 put in about 30 acres of solar farm on there and the rest
18 remained within the family farm. This was part of an
19 ongoing agricultural operation; so, they had solar farm on
20 part of it. They had - still had pasture and crops. Uh, so
21 again, that's very similar to the location here were the
22 subject property is still going to be 80 percent still in
23 the owner agricultural use.

24 Q. And in looking at that property where the uh -
25 was the area consistent with the area in which Mr. Presley's

Richard Kirkland - Direct examination by Ms. Ross

1 property is located here in Moore County?

2 A. Yeah. They had very similar adjoining uses and
3 very similar demographics to this location.

4 Q. I think if you turn to page 14 do you discuss
5 here your conclusions and those similarities?

6 A. Yes, I do.

7 Q. Generally tell us what your conclusions are.

8 A. Again, I conclude that the matched pair show no
9 impact on adjoining property values. And moreover
10 specifically looking at that matched pair set from Roxboro
11 very similar mix of agricultural and adjoining residential
12 uses. Uh, very similar proximity to uh population. I did a
13 one mile radius looking around it to see how much
14 population. Population around the Roxboro was about 336.
15 Population at the subject property is 414. Uh, median
16 incomes are almost identical, just over \$41,000 each and,
17 uh, average housing unit in that area is 195 to 210,000
18 between the two areas. So, they're very similar to
19 demographic.

20 Q. So, fair to say that the subject area here, the
21 proposed site is in alignment with the matched paired sales
22 that you have looked at?

23 A. It is.

24 Q. And turning to page 17, I believe you have some
25 analysis of solar facilities in the local area. Can you

1 briefly describe for us why you include this and what it
2 tells you?

3 A. Sure. This is just looking - this is not a
4 comprehensive list of all the solar farms in Moore or
5 adjoining counties but this is the list of the ones that I
6 have looked at and it shows a breakdown of the distances to
7 nearby homes. You can see that those distances do match up
8 with what I'm seeing at the subject property. And it also
9 shows the breakdown of adjoining residential, agricultural
10 and commercial uses. And again, showing a very similar mix
11 of adjoining uses with predominately agricultural uses
12 adjoining the subject property.

13 Q. And, Mr. Kirkland, is the methodology that you
14 used to create this impact analysis similar to the
15 methodology you would use to create an impact analysis for
16 almost any use?

17 A. Yes, it is.

18 Q. And similar to - is the match for your sales
19 analysis that you here - used here similar to the match
20 sales analysis that you would use when you were actually
21 doing an appraisal and appraising a property?

22 A. Yeah. You would need to look at that to
23 determine if there should be any adjustments in that
24 appraisal, yes.

25 Q. So, appraisal industry accepted methodologies

1 were used to create the impact analysis?

2 A. Correct. Yes.

3 Q. Have you come to a conclusion in regards to
4 whether or not the proposed facility will impact - excuse
5 me, will injure adjoining and abutting properties?

6 A. I have come to a conclusion?

7 Q. And what is your conclusion on that?

8 A. That it will have no impact on adjoining
9 property values.

10 Q. And you go on in the last few pages of your
11 report to talk about specific factors on harmonies, looking
12 at page 17; correct?

13 A. Yes.

14 Q. What factors do you look at in coming to your
15 opinion of harmony?

16 A. Uh, again I've got them sort of in descending
17 order of what magnitude impacts. Just looking at national
18 studies of those in other impact studies that I have looked
19 at being performed, uh, hazardous material, if there's
20 anything like that, that generally has the largest impact,
21 if there is an impact. Again, solar farm, there's no
22 hazardous materials or any issues along those lines. So, no
23 impact from that category.

24 Next, coming down, is odor. There's no out gassing or
25 smell associated with the solar farms. So, again, that next

1 category of impact, uh, nothing to trigger from the solar
2 farm.

3 Uh, after that is noise. Again, the sites I've
4 visited I've never heard anything outside the fence line.
5 There's no noise coming off these that I'm aware of.

6 Q. I'm going to stop you there just mostly for
7 time-

8 A. Sure.

9 Q. -and because it's before the Commission in
10 regards to the report. Did you come to a conclusion in
11 regards to whether the proposed facility is in harmony to
12 the area to which it is - excuse me, in a location to which
13 it is proposed?

14 A. I did.

15 Q. And what is that opinion?

16 A. That this is a harmonious location for a solar
17 farm.

18 Q. Thank you. I have no further questions.

19 CHAIRMAN: Before we hear from the opponents
20 we're going to take a 2 minute recess.

21 (A recess was taken.)

22 CHAIRMAN: Okay. Clerk's here. All
23 commissioners here. Attorneys here. We're ready to go.
24 All right. I will hear from the opponent now. Testimony
25 from the opponent? I guess you're going to ask him some

1 questions.

2 MR. HORNIK: I forgot where we were. It's my
3 turn now to ask a few questions.

4 CHAIRMAN: It's your turn.

5 MR. HORNIK: Thank you.

6 **CROSS EXAMINATION by MR. HORNIK:**

7 Q. Mr. Kirkland, how are you?

8 A. Good. How are you?

9 Q. Very well. How many times have you testified
10 for a solar farm developer?

11 A. Uh, probably over 200 times.

12 Q. How many times have you testified that the
13 proposed solar farm is not in harmony with the area?

14 A. I've turned down assignments where I saw a
15 problem with that, but I did not testify.

16 THE COURT: Closer to the mike, please. We
17 can't hear you.

18 A. I have not testified against a solar farm but
19 I've turned down assignments where I did not see it as
20 harmonious.

21 Q. So, you've never offered testimony contrary to a
22 finding of harmony between a solar farm and surrounding
23 area?

24 A. No, I have not.

25 Q. Did you go on the Webster property at all and

1 take a view towards where the solar farm is proposed?

2 A. No, sir. I did not.

3 Q. So, you haven't seen from the Webster property
4 the view of the property on which the solar farm would be
5 located?

6 A. Correct.

7 Q. How many commercial uses are there within say a
8 half mile radius of the site for the solar farm?

9 A. Uh, I'm not aware of any offhand.

10 Q. Okay. How many industrial uses are there in
11 that area?

12 A. Again, not aware of any offhand.

13 Q. How many churches, if you know?

14 A. I'm not sure. I'm not sure.

15 Q. How many residences are there within that half
16 mile radius?

17 A. Again, I didn't look at this based on a half
18 mile radius. I looked at adjoining properties.

19 Q. Well, one of the criteria about which you offer
20 testimony was harmony with the area. So, how can you offer
21 testimony about harmony with the area if you're not familiar
22 with the uses in the area?

23 A. Again, I've tracked the uses that are adjoining
24 the property. And, uh, sort of extension of your question,
25 there are solar farms that I've tracked throughout the State

1 of North Carolina adjoining churches-

2 CHAIRMAN: Closer to the mike.

3 A. Adjoining churches and adjoining schools, they
4 are commonly found in those locations as well.

5 Q. Okay. But with respect to this particular
6 property about which you're testifying today, who cares
7 about the rest of that stuff right now. With respect to
8 this particular site, you're not familiar with the other
9 uses in the area.

10 A. Again, the area is generally
11 agricultural/residential and the adjoining uses are
12 agricultural/residential.

13 Q. With respect to that Roxboro property, the 18.2
14 acres was sold after solar facilities was approved; is that
15 right?

16 A. Yes.

17 Q. And the 18.2 acres was sold by the owner of the
18 property on which the solar facility was proposed?

19 A. Correct.

20 Q. To an adjoining property owner?

21 A. Yes.

22 Q. And were either-

23 CHAIRMAN: Hold on for a second. Hold on. We
24 got a technical issue with a- I want him to hear
25 everything. I want everything heard.

1 (Pause.)

2 Okay. Go ahead, please. Sorry for the
3 interruption.

4 MR. HORNİK: That's quite all right.

5 Q. Were either the properties in Roxboro in active
6 agricultural use? Were they being farmed at the time?

7 A. Yes.

8 Q. Okay. Here do you know whether the Websters'
9 property is being farmed actively now?

10 A. I believe it is; yes.

11 Q. What's the topography of the site? When I say
12 the site, I mean the 27.5 acres on which the solar facility
13 us proposed.

14 A. It's gentle rolling with a slope to the south.

15 Q. Slope to the south toward the Webster property?

16 A. Toward the south, including them.

17 Q. Do you know which way the water flows in the
18 stream in the pond down at the southeast corner of the site?

19 A. Uh, I assume it's flowing to the southeast.

20 Q. Towards the Webster property?

21 A. I assume so.

22 Q. So, your report, it's not an appraisal report;
23 right?

24 A. No. It's an impact study.

25 Q. Okay. No further questions.

1 CHAIRMAN: Are you going to ask some?

2 MS. ROSS: I was going to say I have no
3 questions but if you do, I might have some follow-up to
4 yours.

5 CHAIRMAN: Okay. Well, I do have one. I have
6 one very important one. It's one that I would ask anyone
7 that stands in your position.

8 **CROSS EXAMINATION by MR. CHAIRMAN:**

9 Q. Can you turn around to the people that's behind
10 you that owns property and give them in writing a statement
11 of guarantee that their value of property will not be
12 compromised by this?

13 A. Again, I can't give anybody a guarantee that
14 things don't happen. I can't give them a guarantee if
15 nothing happens there; their property will be the same. But
16 I can tell you that all the information shows that there is
17 no impact on property value from a solar farm in a location
18 like this.

19 Q. So, that's just in line of what you do, that's
20 what you find?

21 A. Correct.

22 Q. But you can't- Okay.

23 A. I'm not sure that anyone offers guarantees on
24 anything.

25 COMMISSIONER DAEKE: Can I respond to that?

Bob Hornik - Opening Statement

1 CHAIRMAN: Respond to who?

2 COMMISSIONER DAEKE: What you just said.

3 CHAIRMAN: Oh, I was asking him.

4 COMMISSIONER DAEKE: He does what I used to do.

5 CHAIRMAN: Well, I mean you're not testifying on
6 behalf of this.

7 COMMISSIONER DAEKE: No. I just wanted- Okay.

8 CHAIRMAN: Well, I'd love to hear what you got
9 to say because you're the professional. Go ahead. I'm
10 good.

11 COMMISSIONER DAEKE: No, not now.

12 CHAIRMAN: Okay. All right. Next witness.

13 MS. ROSS: Mr. Chairman, we would rest on our
14 witnesses and would ask to hold closing until after the
15 opposition.

16 CHAIRMAN: All right. We will now hear from the
17 people opposing request. We'd like the attorney or persons
18 providing general summary to go first.

19 MR. HORNIK: Mr. Chairman and Members of the
20 Board, before I start I'd like to hand up - I've got
21 materials that I will refer to during my comments and then
22 that our witnesses will refer to during their testimony.

23 CHAIRMAN: Okay.

24 MR. HORNIK: Thank you, Mr. Chairman, Members of
25 the Board, Staff. Again, I'm Bob Hornik. I'm with the

Bob Hornik - Opening Statement

1 Brough Law Firm in Chapel Hill and I'm here on behalf of
2 Harry and Sara Webster, who are the owners of 1145 Union
3 Church Road, the property that abuts the subject property to
4 the south and the east.

5 We're here in opposition to the application of
6 H.C.E. Moore II for it's Conditional Use Permit to operate a
7 solar collector facility on 27.5 acres located at 415 Stage
8 Road, the site as we've been referring to it today.

9 I have with me here this evening to offer
10 testimony in support of the opposition Sara Webster, Harry
11 Webster, Professor Herbert Eckerlin from the North Carolina
12 State Solar Center, Professor Ronnie Heiniger who is a crop
13 scientist, and Bruce Sauter who is a member of the Appraisal
14 Institute and a state certified appraiser. I also have
15 Steven Adelman who is a property owner from the area who
16 will offer some testimony relevant to criteria in the UDO.

17 We are going to try our best to be brief. We're
18 also going to focus our attention during our comments on the
19 four critical findings, all four of which this Board has to
20 make in order to approve the Conditional Use Permit.

21 Remember - I know that the County Attorney has
22 already counseled you about this and I think that Ms. Ross
23 has also indicated this. The applicant H.C.E. Moore II has
24 the burden of proof. They've got to submit substantial
25 competent evidence to support all four findings. If we

Bob Hornik - Opening Statement

1 submit substantial competent evidence contrary to those
2 findings, you may find in our favor and deny the
3 application.

4 The first - really the three findings that we're
5 going to concentrate our testimony on tonight are findings
6 one, three and four of your UDO. That's Section 3.9.8.
7 First, that the use will not materially endanger the public
8 health and safety. Second, that the use will not
9 substantially injure the value of adjoining or abutting
10 property. And third, that the location and character of the
11 use, if developed as proposed, will mean harmony in the area
12 and in general conformity with the Moore County Land Use
13 Plan.

14 With that in mind I'd like to point out to the
15 Board that Item number 1 in the handout are excerpts from
16 the Moore County Land Use Plan adopted by this Board three
17 years ago. I want to point out to the Board that there were
18 certain recommendations and goals that were established in
19 this land use plan. And this is directly relevant to the
20 fourth finding because the fourth finding has to do not only
21 with harmony with the area, that is is the proposed solar
22 farm harmonious with the area, but also is it consistent
23 with the land use plan. Looking at page 4 of the executive
24 summary of the land use plan. Among the goals or guiding
25 principles are to ensure the highest respect and

Bob Hornik - Opening Statement

1 consideration for public and private land ownership and
2 property rights and to ensure that Moore County's cultural,
3 economy and natural resources are considered equally.

4 Goal number one, which is found on page 5 of the
5 land use plan is to preserve and protect the ambiance and
6 heritage of the County of Moore. There are several
7 recommendations under goal number one and I'm going to read
8 the first four of them to you.

9 Encourage the conservation of farmland for
10 farming and forest land for forestry.

11 Continue to encourage agriculture and
12 agribusiness throughout Moore County.

13 Preserve large tracts of prime agricultural land
14 to ensure the farming remains a viable part of the local
15 economy.

16 Preserve regional agriculture and farmland as a
17 source of healthy local fruits and vegetables and other food
18 crops.

19 You're going to hear testimony tonight from our
20 witnesses directly bearing on all of those goals and
21 recommendations.

22 Those very same recommendations and goals are
23 found at pages 73, 74 and 75 of your land use plan. Now
24 this is, again, the officially adopted Moore County Land Use
25 Plan.

Sara Webster - Testimony

1 Items 8 and 9 of the handout are - item 8 is an
2 aerial photograph taken from the Moore County GIS site,
3 showing the topography of the area. That is the topography
4 of the site in relation to the pond at the southeast corner
5 of the site and in relation to the Webster property. Again,
6 Mr. and Mrs. Webster will testify a little bit about their
7 property, their use of their property and the issue of
8 topography with respect to this proposed use.

9 Item number 9 is just an aerial photograph. I
10 also have a blowup of it here, but I don't think we need it
11 because we've all got it in our packets. Taken from the
12 Moore County GIS site showing, again, the site of the
13 proposed solar collector facility. It has the yellow circle
14 with the red number one up at the Stage Road entrance. And
15 then down to the very southeast just above where the words
16 Union Church Road are indicated on Union Church Road is the
17 Webster property. So, that's to orient you with respect to
18 the location of the site and with respect to the Webster
19 property.

20 So, at this point the first witness I would like
21 to call to testify to the Board is Sara Webster.

22 **SARA WEBSTER, being previously duly sworn, testified as**
23 **follows:**

24 Q. My name is Sara Webster. I live at 1145 Union
25 Church Road. Chairman Picerno and other members of the

Sara Webster - Testimony

1 Board of Commissioners, not only as adjacent land owners but
2 as concerned citizens of Moore County my husband, Harry, and
3 I object to the proposed solar facility. Until now we knew
4 very little about this industry except what we had learned
5 from the news media. We, like others, have been led to
6 believe that it is clean, green energy that has no down
7 sides. After being notified by certified letter of the
8 proposal we began our own research and found negatives as
9 well. The impact of this facility will be with us for a
10 very long time. And the next generation will have to deal
11 with both sides of this issue. So much can happen in just a
12 few short years. Do you remember the mainframes for
13 computers that are now the size of a chip? In just five
14 years these solar panels could be obsolete and then what
15 happens? Or when fracking was going to save us from
16 dependence on foreign oil? Now we have grave concerns about
17 its effects on land and water. Coal ash wasn't supposed to
18 be harmful but look at what has happened to well water near
19 the coal ash ponds, and that is happening just next door in
20 Lee County, and across our state. A strong debate is now
21 unfolding about the safety of the water. Do we not owe it
22 to the citizens of Moore County to make sure that all parts
23 of these solar facilities are not harmful to the
24 environment? Are the solar panels really manufactured
25 safely? What about breakage from catastrophic weather

Sara Webster - Testimony

1 events? I cannot imagine the cleanup from glass and damage
2 to our land in the aftermath. Crushed panels left in the
3 ground on decommissioning as one expert claimed in another
4 case cannot be conducive to good farming later. And if we
5 looked at the real cost of electricity without the
6 incentives, we might have a better picture of the cost.

7 After searching for land to purchase, a drive
8 around the area was in line with what we wanted. A place to
9 have a garden, to look out at the land, to have open space,
10 to look at nature and not have restrictive covenants as some
11 developments have. This was agricultural with soybeans
12 growing on the field when we bought it. Tobacco, corn,
13 soybeans and hay are common crops grown nearby every year.
14 Driving around the neighborhood we can find two nearby
15 churches on Union Church Road and a good mix of single
16 family homes and farmland. Small children are also a few
17 hundred feet from these proposed panels and will need to
18 explore the woods, not bump into a solar facility surrounded
19 with fencing and barbed wire on the top. Any number of
20 crops can be seen growing along our route. Horses and
21 cattle grazing or hay being baled in the surrounding area.
22 Driving down Lynch Road and onto to North Carolina 2427
23 there are more single family homes with gardens and farmland
24 with crops of tobacco and soybeans and a nursery. It is
25 interesting to watch the rotation of crops from year to year

Sara Webster - Direct examination by Mr. Hornik

1 in each field. Driving along Stage Road again are
2 individual single family homes, farmland and a church. This
3 is a quiet neighborhood. Pristine farmland on the proposed
4 site as well as ours. At no time on this drive around the
5 neighborhood are there any commercial or industrial
6 facilities because it is zoned residential/agricultural as
7 it was meant to be. A Conditional Use Permit for this
8 facility is not in harmony with what is already here and
9 well established. Anyone from a gated community could drive
10 to this area and see where their food is grown. You see,
11 this is farmland. When we no longer have it, we have no
12 food. It is critical to protect the land for future
13 generations. Our residence is close enough to nearby towns
14 that we can travel to each in a short amount of time. We
15 can get to this courthouse in five minutes. We have built
16 ponds and stocked them, planted all kinds of vegetation,
17 grown crops, started a produce business and a flower farm
18 that now contributes to our livelihood. This facility will
19 reduce the value of our property and business and will also
20 diminish the use and enjoyment of our land. We're not
21 opposed to renewable energies or the farmer using his land
22 for what he wants, as long as it does not endanger the
23 health and safety for us or for our community; if it does
24 not injure the adjoining land of ours or of our neighbors;
25 if it is in harmony with our area or if it follows the land

Sara Webster - Direct examination by Mr. Hornik

1 use plan. Please protect the agricultural heritage of our
2 county by preserving our farmland and its value. Solar
3 facilities are by no means a substitute for a farm and don't
4 deserve to be called such. I urge you to listen carefully
5 to expert testimony tonight as reasons to deny this
6 Conditional Use Permit.

7 I close with a quote from Wendell Berry *Bringing*
8 *it to the Table: Writings on Farm and Food*. "Good farmers
9 who take seriously their duties as stewards of creation and
10 of their lands inheritors contribute to the welfare of
11 society in more ways than society usually acknowledges or
12 even knows. These farmers produce valuable goods of course,
13 but they also conserve soil; they conserve water; they
14 conserve wildlife; they conserve open space; they conserve
15 scenery." Thank you.

16 **DIRECT EXAMINATION by MR. HORNIK:**

17 Q. Sara, while you were speaking there was a slide
18 presentation?

19 A. Yes.

20 Q. Photographs of the area?

21 A. Yes.

22 Q. Can you tell me who took those photographs?

23 A. I did.

24 Q. And when did you take those photographs?

25 A. Last night.

Sara Webster - Cross examination by Mr. Chairman

1 Q. Are they an accurate representation of the area
2 surrounding the site for the proposed solar farm?

3 A. Yes. They are exactly what is there.

4 Q. Thank you.

5 CHAIRMAN: Before you leave the mike, I have a
6 question for you.

7 **CROSS EXAMINATION by MR. CHAIRMAN:**

8 Q. In your remarks you make the statement this
9 facility will reduce the value of our property and business
10 and also will diminish the use and enjoyment of our land.
11 How would you - what proof do you have for us that this
12 facility will reduce the value of your property and
13 business?

14 A. Well, for one thing, our crops are right next to
15 the proposed property and my husband will speak to that in
16 just a moment. We can see parts of that field from many
17 parts of our land. If we're on the tractor mowing, if we're
18 out in the garden farming, if we're in the upstairs bedroom,
19 we can look down. We can look down over the trees onto that
20 property. They're deciduous trees that will be spoken to
21 later. The leaves will fall in the fall and those panels
22 will be seen. Our property is up on a higher level. So, I
23 don't think the 22,554 are attractive. That will diminish
24 my enjoyment of the land.

25 CHAIRMAN: Thank you. Any other questions?

Harry Webster - Direct examination by Mr. Hornik

1 COMMISSIONER SAUNDERS: Just one quick one and
2 it's kind of a followup to Commissioner Picerno's.

3 FEMALE VOICE: We speaking to the-

4 COMMISSIONER SAUNDERS: Yeah. The uh- I mean
5 this is something we deal with all the time and as far as
6 our ordinances and land use is concerned and it's the beauty
7 of - is in the eye of the beholder. So, the difficult part
8 that I have in this particular instance is, uh, you know I
9 think all of us think, you know, what's around our house we
10 like what's around our house and that's our personal opinion
11 but from the opinion of the person that lives on the
12 property that wants to propose the solar farm potentially
13 maybe he likes the look of a solar farm. So, again, to
14 Commissioner - Chairman Picerno's question is how do we
15 know, and maybe your attorney can help or guide to someone
16 else that y'all have and maybe it will come later, that we
17 would see a diminishment of the value of your property based
18 on some, you know, expert that can tell us, hey, this has
19 happened where a solar farm has been next to another
20 property, and maybe you have somebody coming for that. I'm
21 not sure.

22 MRS. WEBSTER: You will hear my husband explain
23 what the use of the crops are next to that property and he
24 can answer that question in his testimony and as well as the
25 experts that are here tonight.

Harry Webster - Testimony

1 COMMISSIONER SAUNDERS: Okay, thank you.

2 MRS. WEBSTER: Thank you.

3 MS. ROSS: I have no questions of her.

4 CHAIRMAN: Okay. I've got to ask.

5 MS. ROSS: Yes.

6 MR. HORNIK: Our next witness is Harry Webster.

7 **HARRY WEBSTER, being previously duly sworn, testified as**
8 **follows:**

9 MR. WEBSTER: Harry Webster, 1145 Union Church
10 Road. Uh, we have the photo here. Let's try to get it, the
11 whole thing in there.

12 (Pause.)

13 All right. Let me go ahead and read it and I'll
14 try to explain it as I go through. This is a map of the
15 property Richard Presley of which 27.5 acres are marked in
16 red as the project area. And this is a topo developed by
17 the Moore County GIS department. This property goes from
18 the proposed entrance to the facility at 415 Stage Road, has
19 an elevation drop of approximately 64 feet to the lower edge
20 of the project area. So, on the map, okay-

21 (Mr. Webster is not speaking into the microphone
22 and his testimony cannot be understood by this
23 transcriptionist.)

24 A. -difference in the topo line between here and up
25 at Stage Road is 64 feet. So, there's 64 feet difference in

Harry Webster - Testimony

1 elevation there. Uh-

2 CHAIRMAN: So, you say 64 feet from the -
3 basically from Stage Road to the beginning of your property.
4 Would that be accurate?

5 MR. WEBSTER: To the bottom of this red area is
6 the proposed solar-

7 CHAIRMAN: Correct. Okay, just on his property
8 from the top to the end of the solar-

9 MR. WEBSTER: Okay. Now, the property lines
10 here comes down-

11 (Mr. Webster is not speaking into a microphone
12 and cannot be understood by this transcriptionist.)

13 CHAIRMAN: We've got a gremlin. Now we got an
14 expert.

15 MR. WEBSTER: Okay. Look in your packet, number
16 8.

17 CHAIRMAN: Would that be eight?

18 MR. WEBSTER: Yes.

19 CHAIRMAN: This one, guys.

20 MR. WEBSTER: And the line from Stage Road down
21 to the bottom of the solar field is a drop of 64 feet. Now,
22 the property lines, uh-

23 CHAIRMAN: Talk in the mike.

24 MR. WEBSTER: If you look to the right of-

25 (Mr. Webster is not speaking into a microphone

Harry Webster - Testimony

1 and cannot be understood by this transcriptionist.)

2 MR. WEBSTER: -rise of 64 feet from the bottom
3 up to the top.

4 CHAIRMAN: Everybody understand that? Everybody
5 got that? We got it.

6 MR. WEBSTER: So, we're talking about the trees
7 that would be planted around the solar field. If trees were
8 planted at the lower edge of this project site to reach
9 twelve feet, in three years none would grow tall enough to
10 conceal the solar panels in our line of visibility, which
11 goes from here out across up into the middle of that field.
12 So, if I've got a 10 foot fence here of trees, we're looking
13 over it because of the land goes-

14 (Mr. Webster is not speaking into a microphone
15 and cannot be understood by this transcriptionist.)

16 MR. WEBSTER: Many of the trees in line sight of
17 the solar panels on our property are maples and will be bare
18 six months out of the year and the majority of panels will
19 be visible to us. We can view numerous areas of the project
20 site now standing at different locations on our property
21 while we are outside working the land. We can also see
22 areas of the proposed site through the trees from our second
23 floor bedroom and have a direct site view on the deciduous
24 trees that will be bare in the winter time. So, we're
25 basically anywhere we're in this area, we can see across and

1 up into this field. So, this field will become from being
2 green with vegetables and farm items will become a solid
3 mass of something.

4 The 4.5 acres of land adjacent to this proposed
5 site was purchased from the Presleys when he was thinking of
6 selling his farm in 2014, which is this area right here.

7 And also we purchased from the Presleys 3.02
8 acres in 2003, which is part of this here, for a total of
9 7.56 acres would no longer provide the acreage we now use
10 for farming or the benefit we perceived when we purchased
11 the land. It would devalue our property and eliminate it as
12 a source of income.

13 The elevation drop of 64 feet would cause
14 accelerated run off and repeated heavy rains would result in
15 increased erosion. Therefore, holding ponds would be
16 necessary to prevent contamination of the Presley pond water
17 that eventually makes it way into our pond. We use this
18 water for irrigation of our produce crops that are on the
19 north side. And the north side being sort of this line that
20 comes down-

21 (Mr. Webster is not speaking into a microphone
22 and cannot be understood by this transcriptionist.)

23 Our produce crops are sole at the Moore County
24 Farmer's Market and we must be assured that the water we use
25 is safe. If herbicides or ---INAUDIBLE- are used to control

Harry Webster - Cross examination by Ms. Ross

1 weeds at the proposed site, it would also contaminate our
2 water supply. This facility would reduce the value of our
3 property and diminish the enjoyment of it as well as disrupt
4 the peaceful and serene life we now enjoy.

5 Looking at solar panels, 22,554 of them, would
6 not be in harmony with what we bought. Under no
7 circumstances would we have bought a total of 50 acres,
8 built a house or started farming if we had seen this in our
9 future. At a time when planters are attempting to balance
10 demand on land for other communities shouldn't we expect the
11 same for ours. Please deny this request for a solar
12 facility adjacent to our property and in our community.
13 Thank you.

14 **CROSS EXAMINATION by MS. ROSS:**

15 Q. Very briefly just to make sure we're all on the
16 same page. I'm looking at your map, number 8; correct?

17 A. Yes.

18 Q. The pond on the property - fence line, excuse
19 me, of the proposed solar farm, is that on your property or
20 Mr. Presley's?

21 A. Mr. Presley's. Ours - property line comes down
22 here, down here back of his down and we had talked to when
23 we bought some land in 2014 that I said if you ever try to
24 sell your property, we don't want to split your pond. So,
25 that's the reason why we don't have any property in the

1 pond.

2 Q. And you look over and across that pond and I
3 think you said deciduous tree area into the proposed site;
4 correct?

5 A. Yes.

6 Q. And, in fact, that's the back of your property
7 away from Stage Road; correct?

8 A. Yes.

9 Q. Okay.

10 A. Stage Road is here.

11 Q. Right. And, in fact, are you aware Mr. Presley
12 uses that pond for irrigation of his farm?

13 A. Yes. And he's offered me to use it for mine
14 also.

15 Q. I thought maybe that was the case. It's a
16 neighborly thing to do to borrow your neighbor's pond.

17 A. Yes.

18 Q. Are you - do you apply your own crop vegetative
19 maintenance your land or do you employ someone?

20 A. We do it ourselves.

21 Q. Are you aware if Mr. Presley does it himself?

22 A. Yes.

23 Q. He does. And he crops this land last season,
24 did he not, that the proposed farm is on? He had crops
25 growing on that, did he not?

Harry Webster - Cross examination by Commissioner Saunders

1 A. Uh, I'm going to say minor for crops; yes.

2 Q. But he had crops-

3 A. He's sort of gotten out of the farming; yes.

4 Q. But he was using it for the purposes that he so
5 chose; right?

6 A. Yes.

7 Q. And that was some level of cropping?

8 A. Right.

9 Q. Thank you. I have no further questions.

10 CHAIRMAN: Thank you. Any questions from the
11 Board?

12 **CROSS EXAMINATION by COMMISSIONER SAUNDERS:**

13 Q. I just have one question. On the - when you
14 were commenting about the, uh, the portion that you
15 purchased I think was the part you were talking about, the
16 portions that you purchased would not be farmable anymore or
17 you wouldn't be able to utilize those. I'm trying to
18 understand why they wouldn't be able to be used now - I mean
19 in the future versus why they are now. What's going to
20 cause them to no longer be able to be farmed?

21 A. We use the water that comes out of the pond.
22 Presley's pond comes down into our pond.

23 Q. Okay.

24 A. And we pump water out of there to irrigate these
25 crops.

1 Q. Sure.

2 A. Now, if herbicides are used in that area where
3 the solar field is proposed and are sheep or whatever, if it
4 goes into the water, then if we pump it on the plants, they
5 going to die.

6 Q. Well, I understand that, but how are there more
7 herbicides used now than have been used in the past is what
8 I'm trying to figure out. What's contaminating that pond
9 now that wasn't contaminating it five years ago when he was
10 farming or whatever. I'm trying to figure - that's the part
11 I'm struggling with.

12 A. I would think there was herbicides probably a
13 minor amount and also when you farm, you run the rows
14 parallel to the water-

15 Q. Sure.

16 A. -coming down. So, it goes into the ground.

17 Q. Right. I understand. I'm just - I'm struggling
18 with-

19 A. Come flowing all down-

20 (Mr. Webster begins speaking while the
21 commissioner is speaking and both are inaudible. Another
22 unidentified male voice begins speaking and is inaudible.)

23 Q. Well, I understand. I'm just looking for why
24 there's more herbicides now than there were five years ago
25 because it would - wouldn't there - that would mean they're

1 using more herbicides than they used before; right?

2 A. Well, you know, it depends on who is putting it
3 on and how they using it.

4 Q. Right. Got 'cha.

5 A. I think I saw something where they said that
6 they would only allow the person using the herbicide to put
7 it on twice a year. So, if you put it on twice a year, you
8 may have to put on double the amount.

9 Q. Got 'cha. Okay. Thank you.

10 CHAIRMAN: Mr. Ritter?

11 COMMISSIONER RITTER: Yeah. I see where there
12 was testimony made to our Planning Board that the solar farm
13 typically uses weed eaters and lawn mowers to control the
14 grass. Typically bothers me because you can do something
15 typically and then eventually you just don't do it typically
16 any more. Okay? The run off that we're talking about is
17 like hitting several buildings this size-

18 COMMISSIONER SAUNDERS: Oh, I'm familiar. But
19 it's still not hitting an impervious surface though.

20 COMMISSIONER RITTER: If they, the solar farm
21 decides that, well, we don't want to do it typically no
22 more; we want to use a weed killer and how much land is
23 involved, that could be a real detrimental run off to the
24 farmers, although I know they use Paraquat and stuff like
25 that. But it is tempered. But these people decide that

Harry Webster - Cross examination by Commissioner Saunders

1 they want to use something, well Gly Star or whatever cannot
2 be digested, then we have hurt that farm. That's the
3 question I have. Is there anything in writing from the
4 farmer that they are never going to use a pesticide up there
5 to kill - not a pesticide but a weed killer that will
6 eventually run off in this farm? Are they never going to do
7 that? Is it in writing to these people that they're never
8 going to use anything but weed eaters and lawn mowers.

9 CHAIRMAN: Okay, we're questioning on Mr.
10 Webster. Sort of as a followup to both of these. If Mr.
11 Presley's in the project area, you say he now had minor
12 crops in there? Now, does that mean when he did the rows
13 that the rows are this way and the pond is here to keep
14 anything running off from the land now into the pond?

15 (No audible response.)

16 CHAIRMAN: But when you do away with the rows
17 and you build solar, now you don't have those rows opposite
18 of where the run off would be. Is that what you're saying?
19 Is that what we're hearing?

20 MR. WEBSTER: Yes. You would have just a field
21 out there with the grass cut on it.

22 CHAIRMAN: And you're saying it's 64 feet
23 straight downhill on the solar-

24 MR. WEBSTER: Yes, sir. Elevation drops.

25 CHAIRMAN: So, there's a 64 foot slope-

1 MR. WEBSTER: Yes.

2 CHAIRMAN: Now he's got rows this way to sort of
3 control what goes into the pond and your contention is if
4 those rows go away to put a solar farm in, now you've got
5 straight runoff of whatever may be if they use any kind of
6 weed killer that potentially could hurt-

7 MR. WEBSTER: Yeah. If you got a rain - you
8 know, if you get four and five inches all of a sudden, it's
9 going to go downhill and if you have sheep there with their
10 manure, it's going to do down the field, uh, into the pond
11 and that could result in e coli.

12 CHAIRMAN: Well, I think we got what we were
13 trying to figure out as the runoff ---INAUDIBLE-

14 MR. WEBSTER: And there are - on herbicides and
15 - and this is no - I'm not exactly - something - but David
16 Dycus who was with the State at that time came over because
17 I was having problems with my tomatoes inside the hoop
18 house, which is a greenhouse with no artificial heat, and he
19 was saying the reason why that this herbicide we used on
20 somebody's pasture and the cows were there and they ate it
21 and then that herbicide came out in the cow manure, which
22 somebody was selling for fertilizer and that was the problem
23 with the growth with the tomatoes.

24 CHAIRMAN: Okay. Any other questions for this?
25 Next. Just check the list.

Herbert Eckerlin - Testimony

1 MR. HORNİK: Thank you, Mr. Chairman. Our next
2 witness is Professor Herbert Eckerlin and his CV is item
3 number 5 in your handout.

4 **HERBERT ECKERLIN, being previously duly sworn, testified as**
5 **follows:**

6 Mr. Eckerlin: Well, thank you. It's a pleasure
7 to be here, an honor to be here. I want to make one
8 correction. I founded the Solar Center in 1987 but I'm no
9 longer. That became the Clean Tech Center as Tommy
10 Cleveland indicated. I'm no affiliated with that. I'm
11 simply a mechanical and aerospace engineering at State.
12 Just as a clarification.

13 Q. Go on.

14 A. Okay, what I'd like to talk to you about today
15 is some of the factors you need to consider when you're -
16 uh, thank you - when you're considering a solar farm and
17 decisions concerning it. I'll go quickly through this. A
18 solar electric power generating station provide power to the
19 grid just like the Roxboro station or the Sharon Harris
20 plant. In the case of Roxboro and Harris, the proposed
21 solar plant is an industrial utility plant. Not a farm. It
22 is misleading and confusing to the public and inappropriate
23 to refer to this plant as a farm. An industrial power plant
24 is simply not in harmony with the area where it is proposed
25 to be installed. Next line. Go on. Keep going.

Herbert Eckerlin - Testimony

1 Placing a proposed solar industrial plant in a
2 residential agricultural setting injures the value of the
3 region, then makes it incompatible with traditional
4 agricultural activities.

5 After a two month construction period the
6 proposed solar plant will employ one to two people primarily
7 for security purposes. It's employment potential is
8 negligible or non-existent. It will displace farm workers
9 who might ordinarily be employed to work the land, thus
10 increasing dependency and welfare of those people and in
11 turn harming the public health and welfare of the county.

12 The size of a solar power plant is determined by
13 the output at solar noon when the sun is high in the sky,
14 the highest point. Power generation drops off by 3:00 p.m.
15 and similarly at 9:00 a.m. in the morning. At night and on
16 cloudy rainy days it produces little or no energy. In other
17 words, solar electricity-and this is important-is
18 intermittent depending upon mother nature. On average it
19 produces power five hours a day and only on a sunny day.
20 These are statistics that are simply not known to most of
21 the people in the state and in the country. When a cloud
22 passes overhead it can turn off the power in an instant
23 making solar power unavailable, unreliable and in this case
24 the unreliability is a threat to public health and safety.
25 What do I mean by that? Let's say a cloud comes over and

Herbert Eckerlin - Testimony

1 I'm going through a stop light. It will cut off. If I'm in
2 a hospital the power can be cut off. Solar power is
3 intermittent and it is dependent upon traditional power for
4 the reliability that we want and expect. These are issues
5 that we typically don't know and don't hear and it's a
6 disservice to the people of North Carolina and to you all
7 not to hear that.

8 How does a solar power plant benefit Moore
9 County? That's an issue that's of great interest to me and
10 to you. The solar electricity is sold to Duke Energy, which
11 then sells it in the major population centers—Charlotte,
12 Greensboro and Raleigh. No power is sold directly to Moore
13 County. Even on a tax revenue basis compared with other
14 industrial facilities Moore County is shortchanged. Why?
15 Simply because 80 percent of the value of the solar farm
16 equipment is excluded from property taxes. Moore County
17 loses on every count.

18 What are some of the consequences of
19 decommissioning? The life of a solar electric plant is 20
20 years, at which time it will be decommissioned and
21 disassembled. This presents the county with three major
22 problems. Problem number one, a 5 megawatt plant, solar
23 plant, contains a million pounds of solar panel waste. What
24 are we to do with that waste? The solar electric industry
25 doesn't have panel recycling program. The panels are

Herbert Eckerlin - Cross examination by Ms. Ross

1 considered electronic equipment that can't be land filled.
2 We've heard testimony opposite to that but that's the way it
3 is. Many of the more recent panels that are on the market
4 today are from China and many of them contain toxic
5 materials, a threat to public health and safety. Panel
6 waste is the coal ash analog of the solar electric industry.
7 We need to address that now rather than years later just as
8 the coal industry is doing today.

9 Problem number two, the land on which the solar
10 panel - solar plant is placed has a misuse for 20 years and
11 cannot be returned to farming for many years after that as
12 you will hear from Dr. Ron Heiniger.

13 Problem number three, after 20 years and the
14 solar plant is gone Duke Energy will have to go back to
15 burning fossil fuels to make up electricity for the power
16 that's no longer available from the solar panel. This will
17 increase greenhouse gases again that will cause more harm to
18 the environment again and to the health of Moore County
19 citizens. In a sense after 20 years of five hour a day
20 solar power we will go back to square one. And in a sense
21 even go further back because of the loss of land that was
22 once available for farming. Thank you.

23 **CROSS EXAMINATION by MS. ROSS:**

24 Q. Hi, Dr. Eckerlin. Nice to see you again.

25 A. Yeah, we see each other every time.

Herbert Eckerlin - Cross examination by Ms. Ross

1 Q. Well, only one other time, I believe. Only one
2 other time. Just a couple of questions. I believe you
3 started off your testimony talking about your current
4 present employment but I apologize, I was walking up. How
5 are you currently employed?

6 A. I'm an emergency professor in mechanical and
7 aerospace engineering. I founded the Solar Center in 1987.

8 CHAIRMAN: Get closer to the mike, please.

9 A. I founded the Solar in '87 and I served as
10 faculty chair for about 15 years. Then I gave that up and
11 then-

12 Q. Okay. Thank you. I just wanted to make sure.
13 I had heard you say something and I hadn't-

14 A. Oh.

15 Q. Sorry to interrupt you. I had not quite heard
16 what had been said.

17 A. I'm glad you asked so I could say it again.

18 COUNTY CLERK: May I stop? Can you go ahead and
19 repeat your credentials in the record, please?

20 MR. ECKERLIN: Pardon me?

21 COUNTY CLERK: Can you go through your
22 credentials for the record?

23 A. Okay. I founded the Solar Center in 1987. I
24 served as faculty chair for 15 years. Uh probably 10 years
25 ago I gave up my affiliation with the Solar Center and about

Herbert Eckerlin - Cross examination by Ms. Ross

1 two or three years ago the Solar Center became the Clean
2 Tech Center. I am now a emeritus professor in mechanical
3 and aerospace engineering at State. That's for the record.

4 Q. Dr. Eckerlin, I think just to try to harness our
5 conversations, I'm going to maybe start from the end. I
6 believe you testified that there would be one million pounds
7 of solar waste from a five megawatt facility. Did I get
8 that right?

9 A. Solar panel waste.

10 Q. And what is that - what is your opinion that it
11 will be that poundage based on?

12 A. Well, I have a former student who works for the
13 Advanced Energy Center, who visits these solar facilities
14 all over the state and he has given me that figure. I
15 haven't weighed it myself.

16 Q. And are you aware that the facility is composed
17 of silicon, glass, aluminum, copper and steel; correct?

18 A. Well, we're talking about solar panels, not the
19 structure. We're talking about the solar panels.

20 Q. Yes, sir.

21 A. They're the ones that would perhaps have toxic
22 materials in them.

23 Q. Are you aware if the panels proposed on this
24 site have toxic material in them? Are you aware of whether
25 they do or not?

1 A. I do not. What my point - my point is, and this
2 is an important point for the record - the, uh, Advanced
3 Energy was asked by Duke Energy to check to see if what was
4 actually installed is consistent with what was specified.
5 And in 73 percent of the cases Advanced Energy found that
6 there was a difference between the specification what was
7 applied on invertors and transformers. They also checked
8 panels. So, in a sense what we're saying is you and I don't
9 know what's been installed.

10 Q. Let me ask you about Advance Energy for a
11 moment. So, there was a study done by an entity that Duke
12 Energy inquired to do that study; correct?

13 A. That's correct.

14 Q. I've seen that study as well. I do not have it
15 with me. I would note for the record that it was not put
16 into evidence. But since you raised it, let's talk about it
17 for a minute.

18 A. Surely.

19 Q. Did any of that study come back and say there
20 were toxic materials present in a panel on a solar farm
21 site? Did the study say that? Yes or no.

22 A. The point - the point I was making is there is
23 an inconsistency with what is specified and what is actually
24 put in the ground. I'm not saying your panels are poisonous
25 or toxic or not. I'm not claiming that. What I am saying,

Herbert Eckerlin - Cross examination by Unidentified Commissioner

1 and this is very important, North Carolinians don't know
2 what's in the ground because there's no consistency between
3 what was specified and what's actually put in.

4 Q. Well, we might have-

5 A. And that's the purpose - that's the purpose of
6 the study. And Duke Energy is very concerned about that,
7 particularly with regard to invertors and transformers. We
8 are concerned-

9 Q. Understood.

10 A. -about panels. You and I.

11 Q. Can we go back to panels for a minute.

12 A. Surely.

13 Q. That was my question. Focusing on panels for a
14 minute-

15 A. Right.

16 Q. -and I appreciate that. It is accurate to say
17 that the panels proposed here are made of silicon, glass,
18 aluminum, copper and steel; correct?

19 A. I don't know.

20 Q. Okay. You heard testimony earlier that that is
21 what was proposed to be installed here, did you not hear
22 that?

23 A. That's fine.

24 Q. Are you aware of the value of the components of
25 those materials?

Herbert Eckerlin - Cross examination by Unidentified Commissioner

1 A. No.

2 Q. Have you looked at any studies related to
3 decommissioning that reflect the salvage value of those
4 materials-

5 A. No.

6 Q. -exceeds the cost to decommission?

7 A. No.

8 Q. Are you aware of any studies which reflect that
9 those panels, if in fact they are what is installed, pose a
10 public health or safety risk due to hazardous materials?

11 A. I don't know.

12 MS. ROSS: I would have no further questions.

13 CHAIRMAN: Okay. Any questions from the Board?

14 UNIDENTIFIED COMMISSIONER: I just have two.

15 **CROSS EXAMINATION by COMMISSIONER SAUNDERS:**

16 Q. On the threat to public safety, the threat to
17 public safety, okay you said that a cloud passing overhead
18 can turn the power off in an instant making solar power
19 unreliable and that lack of reliability makes it a threat to
20 public safety-

21 A. Right.

22 Q. -and you referred to a stop light going off.

23 A. Yes.

24 Q. Has it ever happened? I mean I've never heard.
25 I'm just curious if that's ever happened?

1 A. No. What I am trying to demonstrate for you is
2 that solar electricity is intermittent and unreliable and it
3 depends for reliability on Duke Energy's power, and if
4 that's not there, we're in trouble.

5 Q. But has it ever happened? I mean has there been
6 a threat to public safety caused by solar power failing?

7 A. Solar power is rescued every day when a cloud
8 passes over and it's resc- I'm just trying to explain-

9 Q. I understand. I'm just trying to come up with a
10 time that it was a threat to public safety. It just seemed
11 weird that to me-

12 A. Well, of course it's-

13 Q. -I mean I haven't heard of that before. So, I
14 was just trying to find an example.

15 A. Well, of course. I understand. Of course it
16 would appear weird because it hasn't happened but the
17 potential is there.

18 Q. So, it hasn't happened, though?

19 A. No.

20 Q. Okay. That's all I was asking.

21 A. Okay. Thanks.

22 CHAIRMAN: Anything else?

23 COMMISSIONER SAUNDERS: No, I'm good.

24 CHAIRMAN: Next witness.

25 MR. HORNIK: Thank you, Mr. Chairman. Our next

Ron Heiniger - Testimony

1 witness is Professor Ron Heiniger, and his CV is item number
2 6 in your packet.

3 **RON HEINIGER, being previously duly sworn, testified as**
4 **follows:**

5 MR. HEINIGER: Thank you. It's a pleasure to
6 visit with you tonight. I hope I can address a couple of
7 questions that have come up from the Board with some
8 evidence and statistics. My name is Dr. Ron Heiniger. I'm
9 a professor in crop and soil science department at North
10 Carolina State University. I've been employed for 22 years
11 working for farmers in the state with the expertise in
12 herbicide use, fertilizer use, technologies in farming and
13 other land use capabilities.

14 Let me see if I can make this thing work. If I'm
15 an expert in Power Point as well. There we go.

16 A couple issues have been raised about this site
17 and they're concerns of mine as well. One of them has to do
18 with this idea of vegetation control. How do you control
19 vegetation on the solar farm in a way that's environmentally
20 friendly and that certainly is something that we need to be
21 considering because indeed the runoff from this farm goes
22 into the - into a stream or into that pond and is used in
23 producing vegetables. Most of those are organically grown
24 or sold as organic vegetables. So, this is not just a minor
25 concern to the Websters, this is a critical concern for

Ron Heiniger - Testimony

1 their farming operation.

2 The other thing that was brought up here and I'd
3 like to address is the issue to runoff from this site. It's
4 impacted by the change in land use and the way that the
5 solar facility is constructed there.

6 Let's talk a little bit about vegetation control.
7 I'm sure that you've heard that nature ---INAUDIBLE--- a
8 vacuum and indeed that's the case. When land is un-managed
9 it reverts to its ascending vegetation. It's called
10 vegetation ascension. We go through grassland to broad leaf
11 perennials to bushes. You've seen this happen all the time
12 under cleared land and in forest situations. There's a
13 picture that I have here of a solar facility that is
14 undergoing this very process here over in the Williamston
15 area. You notice that between the solar panels they've got
16 broad leaf weeds that are coming in there indeed creating a
17 problem. And this is a particular problem for solar
18 facilities because of course the functioning of these panels
19 depends upon having light incident on that panel in addition
20 to the fact that these panels do not cover the ground very
21 well or don't take up much of that light. In fact, they
22 really only absorb about 20 percent of the incident solar
23 radiation. So, most of that light is either reflected or
24 absorbed by the ground and indeed has to - that stimulates
25 plant development under these things and makes it a more

Ron Heiniger - Testimony

1 difficult problem for controlling vegetation and in most
2 industries.

3 Here's a good illustration of the problem that
4 we're facing right here and this is my evidence. You've
5 heard testimony from the proponents that most of the farms
6 in North Carolina use herbicides and, indeed, they have to.
7 There's not many other ways to do this. Yes, you can mow
8 between the panels. Indeed, you could take - that's
9 expensive. Furthermore, you're compacting the ground
10 between the panels, changing the nature of runoff from the
11 soil when you do that. So, indeed, in order to control
12 vegetation particularly under the panels it requires
13 herbicides and this is where the problem comes in. In
14 farming every farmer has to have a plan for use. The safety
15 of a herbicide relies on three things—the choice of the
16 herbicide, what kind of weeds you control depends on what
17 herbicide you pick; the rate of the herbicide, whether it's
18 a correct rate to control the weed and the weed size that
19 you have; and the timing of that herbicide. Those are three
20 critical factors that every farmer has to account for in
21 using herbicides on his land. He's accountable to the
22 pesticide. He carries a license. He's accountable to the
23 pesticide and they check his records frequently. The
24 problem with most herbicide use on solar, in fact almost
25 universally with herbicide use on solar farms is they don't

Ron Heiniger - Testimony

1 have a plan—a specific plan of how they will utilize
2 herbicides—and as a result they end up applying herbicides
3 either the incorrect rate as you see here on this Harkey
4 Road solar farm over in Sanford. They use too much of a
5 growth regulator herbicide and kill their buffer. So, this
6 is an example of what the problem is here—an improper
7 herbicide application plan that has negative consequence for
8 the surrounding vegetation and can have negative consequence
9 for runoff of those materials into those streams and into
10 this pond. So, this is where the issue relates the weed
11 control in this situation. Other - here's more evidence to
12 this. This is an example of an email that I got from a
13 county agent talking about the scramble from a manager of a
14 weed control or vegetation control at a solar facility. He
15 talks about the contractor stopping at the office looking
16 for information. They changed the specifications on him.
17 He's now needing to figure out what more he can do to really
18 control - he's now restricted, it says, to two sprays. I
19 don't know how many he was using before. But he's now
20 restricted to two sprays here. He wants to use a soil
21 sterilant (spelled phonetically), the worst possible thing
22 he can choose because those are the most toxic, have the
23 highest level of potential for runoff and, of course,
24 environmental damage. He goes on to say does she agree and
25 of course she's asking me for my opinion, the use of a G-R

Ron Heiniger - Testimony

1 growth regulator. And, of course again, we come back to the
2 issue of rate and timing of those growth regulators are
3 critical in that environment. This is another piece of
4 evidence of the problem that we're seeing with vegetative
5 control. And that problem wouldn't be such a issue if the
6 Websters weren't depending on this pond staying in a
7 position that they can utilize it in their farming operation
8 here. Now we've heard about other methods. Certainly I
9 just mentioned mowing. Ground cover they've already
10 discounted. They're not going to use ground cover. We can
11 talk - they haven't mentioned sheep. We can talk about
12 sheep. You know, I don't see any plan for putting water. I
13 don't see a well on this site. I don't see water being
14 pumped into this site on the development plan here. How are
15 you going to sustain sheep without watering facilities for
16 those sheep. I can go on about the impracticality of
17 utilizing sheep in these things but, again, sounds like
18 that's not an issue.

19 Here's the second question I want to address in
20 the time I have. How much water - how will this change the
21 interaction between rainfall and runoff from this property?
22 Land impact. Well, this table here is a standard
23 hydrological table that describes the interaction between
24 precipitation and runoff from a given piece of land based on
25 the soil properties, such as permeability, the type of

Ron Heiniger - Testimony

1 soils, hand clay, silt, loam; the land cover and how that
2 land cover is maintained. So, it takes in the elevation and
3 slope. This is a fairly complex formula but it's a standard
4 formula used by soil engineers across the United States and
5 the world for that matter and utilized by soil engineers at
6 NC State. What you see there in that table, the first
7 column is time and minutes. That's the time for a
8 precipitation event. So there starts at 5 minutes, goes all
9 the way to 720. The second one is intensity-how many inches
10 per hour are following. So, in the first row there in 5
11 minutes if we're calculating it if a 9.2 inch rainfall
12 occurs how long will it take and what that T-C is is time of
13 concentration. What the time of concentration is the time
14 it takes for water that's falling at the top elevation of
15 the property to run or to move all the way to the bottom and
16 exit that property. We did these calculations based both on
17 the current use of the property. Again, its elevation, its
18 soil type, all those characteristic of property, that's what
19 you see in that T-C-M-I-N tree. That's a calculation of the
20 time. Again, it's time of concentration at the current
21 state of the property and then T-C-MIN post. This is based
22 on the fact that now you've put solar panels there. You've
23 got a couple of problems here. First of all, you've got -
24 as somebody mentioned, you've got many roofs out there,
25 don't you? You're concentrating the water just as you would

1 on the roof of a house. Flowing water off that roof
2 concentrates it, increases its velocity and its capability
3 of moving downhill.

4 The second problem you have here is these solar
5 panels are facing downhill. So, now only are you got roofs
6 but the roofs are facing down the slope, which means they'll
7 push the water down the hill. So, all of that's taken into
8 account in these calculations. If you look at the T-C-MIN
9 pre versus the T-C-MIN post, you're looking about half the
10 time. So, that means in half the time you're going to get
11 the water that's falling on that hill to move and exit that
12 land site. That means that water is flowing twice as fast
13 as it normally would. It's going to carry more particulate
14 matter, silt, contaminates, potential herbicide misuse. All
15 of that has the capability of contaminating water. In fact,
16 the rate of flow in that T-C-MIN is fast enough that it will
17 defeat the current buffers that are in place. That's the
18 biggest problem with these calculations are showing here is
19 this will defeat the current buffer that is along that
20 stream because the water will flow fast enough to move
21 across that buffer before it can settle the particulate
22 matter that's in that water. So, indeed, this is a concern
23 that I have with the construction of this site and the way
24 this site is set up here. You know, from the Websters'
25 standpoint this could be an ecological disaster quite

Ron Heiniger - Cross examination by Ms. Ross

1 frankly. Silt in that pond, lack of water, the livelihood
2 depends upon this agricultural enterprise they've undertaken
3 or at least their satisfaction with their life and their
4 property depends upon that, this could have a very big
5 impact. Clearly without a herbicide plan and with its
6 calculations of water runoff from this site, this I think is
7 evidence that indeed we're going to have offsite impacts
8 that are negative to the surroundings.

9 Thank you.

10 **CROSS EXAMINATION by MS. ROSS:**

11 Q. Just a couple of questions, and I'm glad we're
12 going to be able to go maybe back on your slide. You
13 prepared this chart?

14 A. I did actually.

15 Q. Wonderful. In preparing this chart did you - it
16 is correct that you did not consider that there would be any
17 groundcover underneath the solar farms; correct?

18 A. No. Actually we did factor in some groundcover
19 underneath the gaps in the panel.

20 Q. And what was your basis for the factor of
21 groundcover that you used?

22 A. We used the factor of about 20 percent.

23 Q. Okay. And how did you come up with 20 percent?

24 A. That was based on the gaps as detailed in the
25 plan—the slope of panel, the gap between the top of one

1 panel and the bottom of the other.

2 Q. Did you have any conversation with the developer
3 about their intent for ground cover on the-

4 A. I did not; no.

5 Q. And in preparing this chart, did you do any
6 research to look at the typical ground cover of a five
7 megawatt solar farm?

8 A. No, I did not look at typical ground covers.

9 Q. In looking at the potential impacts and the post
10 timing, did you consider the vegetative buffer that will be
11 planted along the fence line?

12 A. No, we did not. Well, all we - we took the
13 panels as - anything that wasn't under panel was considered
14 to have a grass cover on it. We used the factor for grass
15 cover anything that didn't have - so, if that buffer
16 consists of grass cover, yes, it did take into account,
17 then, that-

18 Q. And I believe you were here earlier. In fact,
19 that buffer consists of trees and shrubs and plantings for
20 20 feet; correct?

21 A. I didn't see that good enough. I did not. I
22 didn't have access to what they were looking at; so, I could
23 not tell that.

24 Q. I believe the testimony was that it would be a
25 20 foot buffer of groundcover. That would impact your post

1 times, would it not?

2 A. If we had more tree - depending on how many
3 trees and shrubs were in that 20 feet, it would.

4 Q. Right. Now, you are familiar I would imagine
5 based on looking at storm water and runoff that the
6 applicant will have to have a soil and erosion control plan;
7 correct?

8 A. Yes, he will. In the construction he will have
9 to have a soil, water erosion control plan. Let me get all
10 that out.

11 Q. And that's approved by the state or county
12 depending on where you are located?

13 A. Depending on the location, yes.

14 Q. And in fact there might be a post construction
15 storm water plan that's required?

16 A. There could be one required; that's right.
17 Depending on the type of construction and other factors,
18 yes.

19 Q. And those plans, permits and approvals are
20 approved by either the Department of Natural Resources or
21 the county if it's been so - given the jurisdiction?

22 A. Right.

23 Q. Have you looked at soil and erosion control
24 plans or storm water permits for this project?

25 A. I have not.

Colloquy

1 Q. Okay. I have no further questions.

2 CHAIRMAN: Okay. Any questions from the Board?

3 Thanks so much. Next witness, please.

4 (Colloquy out of range of the microphones.)

5 CHAIRMAN: Wait a minute. Whoa, whoa. Wait.

6 Yeah, you got to the mike. You can say something but you
7 need to come to the mike.

8 UNIDENTIFIED FEMALE: He asked me do we require
9 a sedimentation and erosion control permit. If you disturb
10 an acre of land, the Department of Natural Resources
11 requires a soil and erosion sedimentation control plan. So,
12 they will be disturbing more than an acre. So, yes, they
13 will be required to have that permit.

14 UNIDENTIFIED MALE: I got the impression that
15 whenever they-

16 CHAIRMAN: Microphone.

17 UNIDENTIFIED MALE: -talked about the runoff
18 that the runoff of what area is only based on the posts that
19 goes into the ground, not the panels themselves.

20 UNIDENTIFIED FEMALE: You're talking about
21 watershed?

22 UNIDENTIFIED MALE: Yes.

23 UNIDENTIFIED FEMALE: Watershed requirements.

24 UNIDENTIFIED MALE: Right.

25 UNIDENTIFIED FEMALE: And as stated earlier,

Bruce Sauter - Testimony

1 they're not - these do not - they're considered impervious
2 and do - they do not exceed the 24 percent.

3 UNIDENTIFIED MALE: Right. Right. That was my
4 understanding.

5 UNIDENTIFIED FEMALE: Yes, but that's different.
6 There's two different-

7 UNIDENTIFIED MALE: Yes.

8 UNIDENTIFIED FEMALE: -situations that you're
9 discussing. There is watershed and then you've got soil and
10 erosion and sedimentation control, which is handled
11 different.

12 MR. WEBSTER: Just let me interrupt. This was
13 the map that we were trying to pull up when I got up. So,
14 you can see is where the projected area is, Stage Road down
15 to the pond and then that pond comes over here and our
16 property is there.

17 CHAIRMAN: We got that. Next witness.

18 MR. HORNİK: Our next witness is Bruce Sauter.

19 **BRUCE SAUTER, being previously duly sworn, testified as**
20 **follows:**

21 MR. SAUTER: Good evening, ladies and gentlemen.
22 My name is Bruce Sauter. No "L". I'm a real estate
23 appraiser. I've been an MAI since 1978. One of my areas of
24 expertise is golf course appraisals and, of course, Moore
25 County is home of some of the finest and I've appraised a

Bruce Sauter - Testimony

1 lot of them down here over the years. And before cell
2 phones and GIS mapping, I spent a lot of time in Carthage in
3 the courthouse and in the Tax Office wearing people out
4 trying to help me do my job. So, a couple months ago when
5 Mrs. Webster called me and asked if I could help her through
6 this process I said, well, I'm not sure. This is what I can
7 do. I came out August 8th and met Mr. and Mrs. Webster at
8 their property in the kitchen. We looked at all the topo
9 maps. I listened. Appraisers have to listen. I wanted to
10 find out their anxieties, their concerns about this project
11 and we looked at all the maps. We went out, walked all over
12 the property. I stood out there with Mr. Webster. We
13 looked up towards the proposed site. You could see some of
14 the buildings that are up on Stage Road there alongside the
15 property. Right now the deciduous flora is in full bloom so
16 you can't really see a whole lot, but when the leaves fall
17 you're going to be able to see it. And that's a concern for
18 them. Not me but them. It is their house. Their beautiful
19 place upon the hill there off the road. When we finished,
20 we took a tour of the neighborhood. I wanted to see and
21 listen from the people that lived there what's going on. We
22 rode up and down Stage Road, Union Church Road, 2427, all
23 the way into Carthage again. Back in that quadrant around
24 their neighborhood I didn't see any commercial uses. I know
25 that the uniform development ordinance allows saw mills and

Bruce Sauter - Testimony

1 solar collection facilities as conditional uses in the R-A
2 zone. I didn't see any of those. In fact, I didn't see any
3 commercial uses. What I saw was single family residential
4 up and down Stage Road; open farms and woodland tracts, like
5 the Webster property, some with houses, nice homes, set off
6 the road. One of the jobs that an appraiser does when he
7 does an appraisal is the determination of highest and best
8 use because if you don't know what the highest and best use
9 of the property is, how are you going to find sales or how
10 are you going to do your appraisal. That's one of the
11 prominent things that we do. Well, it's pretty obvious. It
12 doesn't take rocket science to figure out that when you look
13 at the land use pattern in this neighborhood—and I'm talking
14 about from 15-501 going back through 2427 Union Church Road
15 and Stage Road, that quadrant there—the predominant land use
16 is single family and agricultural uses. There's a church
17 over there on Stage Road. There's some mobile homes. I
18 didn't see any mobile home parks in the area, which are
19 conditional uses in the R-A zone. I had to conclude that
20 the highest and best use of the property was
21 agricultural/single family residential. And even when we
22 went up on Stage Road and looked at the proposed site, most
23 of that land is open land or wooded tracts. You have to
24 consider - the other issue I want to address is the
25 potential for adverse impact. Now, you've heard a lot of

Bruce Sauter - Testimony

1 discussion tonight about paired sales. That is a time
2 tested methodology that appraisers use in determining
3 trends. Property values going up, property values going
4 down. Paired sales means sales and resales of the same
5 property. That's what it means. That's great and wonderful
6 if you're in a subdivision with a hundred homes and you've
7 got a sale that occurred in 2015 and one in the same house
8 sold two years later in 2016 or '17 and you can - appraisers
9 use that technique, especially in single family
10 subdivisions. That's one methodology. But that doesn't
11 work in a farming community when you've got 45 and 50-acre
12 tracts of land with beautiful homes sitting up on the hill.
13 I venture to say you won't find a paired sale like that in
14 this neighborhood. You'll find some sales and you have to
15 make some adjustments when you're doing an appraisal, but
16 you won't find any paired sales exactly just like the
17 Webster property. You have a tough job. I mean I was
18 chairman of the Planning Commission and Planning Board in
19 Greenville for a long time and it's it's the potential for
20 adverse impact. You heard the testimony about the runoff.
21 You each have to go out there on the land and see the
22 difference in elevation. And we all know that stuff rolls
23 downhill. I mean it's just done that for ages. And so,
24 they are concerned and they should be because that's their -
25 where they are going to live the rest of their life. They

Bruce Sauter - Cross examination by Ms. Ross

1 made that decision to do that farm. And there are several
2 farms like that right around that community with signs where
3 they take their produce and products to the Farmer's Market.
4 It's what they want to do and, I guess, it's harmonious use
5 it's like I said, I didn't see any other commercial use in
6 there in any of that area. And I don't believe that a solar
7 electric generating facility is in any way, shape or form in
8 harmony with that neighborhood there. There are places
9 where you see these big megawatt facilities in soybean
10 fields out on a bypass. Okay, fine. It's caveat ---
11 INAUDIBLE- You're not going to find people to come up and
12 build a house next to an existing solar generating facility.
13 Most people are not going to do that. It's the same as high
14 tension power lines, you know. They're there and people
15 don't want to live underneath them. Most people don't. So,
16 this is not that. This is an existing community, existing
17 property owners, not just the Websters, here comes a solar
18 facility right in the middle of it. They know what they're
19 doing. I'm sure they comply with the uniform development
20 ordinance in terms of setbacks and buffers. That's what
21 they have to do. They're regulated to do that. But it's
22 the intangible things that we're talking about tonight and
23 so, I made my conclusion. I can't positively say that
24 there's going to be adverse impact on their property but
25 looking at all this evidence the potential exists for it. I

Bruce Sauter - Cross examination by Ms. Ross

1 can't say that it won't. That's the question you have to
2 make tonight. And if you have any questions, I'll be glad
3 to answer them, otherwise I'm finished.

4 **CROSS EXAMINATION by MS. ROSS:**

5 Q. Good evening, Mr. Sauter.

6 A. How you doing?

7 Q. I'm doing well. Hope you are.

8 A. I'm fine.

9 Q. Getting tired. It's late. Mr. Sauter, I think
10 you testified that you visited the property; correct?

11 A. I have.

12 Q. You testified about matched paired sales
13 analysis, and I just want to make sure I heard it correctly.
14 Did I hear correctly that you testified in matched paired
15 sales analysis is only of the same property sold at
16 different points in time?

17 A. Well, primarily that's it. Now, I mean you can
18 find sales of maybe a house and a house down the block that
19 doesn't have a fireplace and use that one to, you know, get
20 your sales but typically matched pairs is identical property
21 sales and resales. That's it.

22 Q. So, let's use that example just again to make
23 sure we're on the same page. Maybe a little outside the
24 residential since you seem to be want to talk about that.
25 DOT appraisers use match pair sales analysis in their

1 appraisals quite frequently, do they not?

2 A. Some of them do.

3 Q. Some of them do.

4 A. Uh-huh.

5 Q. And you would do a match paired sales analysis
6 to look at something, say, if an access was being removed,
7 how that removal or closure of that access impacted property
8 A by looking at property B that had the access traded at
9 versus what property A did; correct? Two different
10 properties looking for an attribute you're controlling for?
11 Fair to say that's a use of matched paired sales?

12 A. I don't call that a matched pair, but-

13 Q. ---INAUDIBLE---

14 A. That's just two sales. That's a sale that does
15 have access and a sale that doesn't have access. Okay? So-

16 Q. But you're trying to solve for what the value of
17 that access is; correct?

18 A. Proximity maybe to a house or taking, something
19 like that; okay?

20 Q. Sure. So, when you're looking at comparing
21 sales, you're looking at the impact of one attribute to that
22 property in order to determine its impact?

23 A. Right. But these sales that we talked about
24 tonight were residential properties. Single family
25 residential properties, not farms, not woodland tracts.

1 When I do an appraisal of a woodland tract, I might have to
2 get a timber crew or somebody to help me figure out what the
3 timber is because I'm not an expert on that. I can find
4 sales of woodland tracts from Weyhauser, from all the paper
5 companies and whatever to figure out what property like that
6 is selling for. That's not matched pairs.

7 Q. Did you do that here?

8 A. No.

9 Q. Did you look at any sales in forming your
10 opinion for this evening?

11 A. I didn't do an appraisal of the property. I
12 made a conclusion in terms of highest and best use in
13 harmony in that neighborhood and that's what I stated to the
14 commissioners.

15 Q. So, you're not providing an opinion, an expert
16 opinion, that the use would substantially injure - or would
17 not substantially injure adjoining or abutting property?
18 Are you providing that testimony?

19 A. What I said was, you didn't listen-

20 Q. I may not have heard it.

21 A. What I said was based on all the testimony that
22 we've heard tonight, the potential exists for adverse
23 influence on their property because of the difference in
24 elevation, the potential for runoff there. I can't - I said
25 I can't tell if it's going to actually be an adverse

1 influence. But it-

2 Q. It's your opinion it's possible?

3 A. It's possible.

4 Q. It's your opinion it's possible that there would
5 be an adverse impact on the Webster property?

6 A. Because of the difference in elevation and
7 runoff from these - from this facility. So-

8 Q. Did you look at any other properties?

9 A. I looked at all the properties around there. I
10 took a tour of the whole neighborhood.

11 Q. Do you have an opinion on whether there's an
12 adverse impact on other properties besides the Websters?

13 A. No.

14 Q. So, you're solely here to testify related to the
15 Websters?

16 A. Yes.

17 Q. I just wanted to make sure the record was clear
18 because maybe I didn't hear it right.

19 A. Okay.

20 Q. And I believe you also testified in terms of
21 your opinion related to harmony; is that correct?

22 A. Yes. I said - what I said was I toured the
23 neighborhood. I looked at properties and the predominate
24 land use is obviously agricultural. You've got residential
25 up and down the roads. I didn't see any commercial use.

Bruce Sauter - Cross examination by Ms. Ross

1 This is classified as a commercial use in the development
2 ordinance.

3 Q. Well, it's classified as a permitted use in a
4 residential and agricultural area; right?

5 A. It's not permitted at all. It's a conditional
6 use.

7 Q. It's permitted with the conditional use permit;
8 right?

9 A. And it's also classified as a commercial use and
10 what I said was I didn't see any commercial uses anywhere in
11 that neighborhood.

12 Q. Fair enough. Based on your neighborhood tour
13 you come to the conclusion that the solar facility is not in
14 harmony with-

15 A. Yes.

16 Q. -the area surrounding it?

17 A. Yes.

18 Q. Did you look at the landscape and the vegetative
19 buffer that the applicant has agreed to? Have you seen the
20 site plan?

21 A. I saw the site plan, yes, and I heard all the
22 testimony tonight and, like I said, this is not your first
23 rodeo. You guys do this all the time. They do, the
24 developers. They're regulated. They have to - they
25 probably overdo it according to the regulation.

1 Q. So, did you see the site plan in forming your
2 opinion before tonight?

3 A. Yes, I did.

4 Q. And did you look at the vegetative buffer and
5 did it come into impact your opinion?

6 A. It - it - it- I try to consider everything.
7 I'm not really an advocate for the Websters. I'm not. I'm
8 not just - I'm trying to just be honest and say, you know,
9 what's it really look like out there.

10 Q. Do you believe that the solar farm, and I think
11 we're getting into beliefs, not opinions, which is always
12 dangerous but I'm going to use your words. Do you believe
13 that the solar farm will be visible from Stage Road?

14 A. Oh, yes. I mean-

15 Q. Despite the 100 feet buffer tree and despite the
16 vegetative buffer that is proposed by the map?

17 A. There's an existing tree line along Stage Road
18 there.

19 Q. There is.

20 A. But you can see through it. I mean you can see
21 through it to the site. I mean you can go right out there
22 because I saw it.

23 Q. And there's-

24 A. But now there's going to be additional buffer
25 but that's not the issue here. The issue is the view

1 amenity from across the other side of Stage Road may be
2 totally blocked out. Some of those houses over there are
3 below road grade.

4 Q. I understand. My question is did you consider
5 the vegetative buffer when you formed your opinion?

6 A. Well, I considered the site plan. If the buffer
7 was on there but the fact of the buffer has got nothing to
8 do with the potential runoff and the issue of potential
9 adverse impact on the Webster property because of the
10 runoff; okay?

11 Q. And, Mr. Sauter, are you aware that the project
12 will have to have a soil and erosion control plan? Are you
13 aware of that?

14 A. Yes, I am.

15 Q. Are you aware that they will have to have storm
16 water control measures in place?

17 A. Yes, I am.

18 Q. And, in fact, they're reflected on the site
19 plan, aren't they?

20 A. Yes, they are.

21 Q. And they will have to be in compliance with all
22 of the laws and permits; correct?

23 A. Yes, they are.

24 Q. I have no further questions.

25 CHAIRMAN: Thank you. Anybody else got a-

1 Jerry, did you have a question for this?

2 **CROSS EXAMINATION by COMMISSIONER DAEKE:** You

3 Q. Yeah. Mr. Sauter, I heard your explanation of
4 paired sales. Uh, I was a certified general appraiser for
5 years before we had to be licensed.

6 A. Uh-huh.

7 Q. Before we took the exam. I was one of the first
8 ones that took the exam. I taught certified - I taught the
9 appraisals courses all over the state for many places and
10 times. I've never heard it explained that way. Now, yes,
11 you can use the sale of one house - one - let's say a house
12 sold last six months and now it sells seven months or eight
13 months later is there's a difference, you can use that for a
14 difference in property increase or loss but that's not a
15 paired sale using the same property. Paired sales are when
16 you use different houses and determine from those two sales
17 what each item sells for or contributes to value and you use
18 that in your adjustments for determining values of the
19 property you're appraising.

20 A. Right. Determine, for example, in a single
21 family neighborhood we would use sales of pretty much
22 similar houses, some with a fireplace and some without a
23 fireplace and that's how we would determine how to make an
24 adjustment for the fireplace.

25 Q. Right. That's correct.

Colloquy

1 A. Or uh-

2 Q. But that's not what you were saying. You were
3 saying a paired sale is using the same house that sold one
4 time a year ago and now it's sold today and the difference
5 in the price. That's only talking about difference in value
6 of that particular property.

7 A. Exactly. And that's what Mr. Kirkland was
8 talking about. Paired sales, sale and resale of the same
9 houses would show you a trend, whether they're going up or
10 whether they're going down.

11 Q. That's not a paired sale. That's only showing
12 the trend for the difference in the value.

13 A. Yes, sir. That's a-

14 (Commissioner Daeke and Mr. Sauter are speaking
15 at the same time and are inaudible.)

16 Q. -sales are used for extracting adjustments for
17 dissimilarities like you say a fireplace-

18 A. Uh-huh.

19 Q. -or a patio or whatever it happens to be for
20 your adjustments when you're doing a comparable sales
21 analysis of recent sales within the neighborhood and
22 adjusting for those dissimilarities to determine the value
23 of the subject property.

24 A. Right.

25 Q. Okay, I just wanted to make sure because what

Steven Adelman

1 you said was not true.

2 A. Okay.

3 CHAIRMAN: Any other questions for this? Okay,
4 next witness.

5 (Male voice is inaudible.)

6 CHAIRMAN: You've got to go to the microphone.

7 MALE VOICE: Okay. All right. I know they keep
8 talking about Stage Road being able to see the solar farm.
9 Okay, Stage Road is up here. Might be a little bit above
10 because it's going to drop 64 feet. All right. Down at the
11 bottom here - down at the bottom - okay, that's 64 feet
12 below Stage Road.

13 CHAIRMAN: Got that.

14 MALE VOICE: Okay. We are right in that area.
15 All right.

16 CHAIRMAN: Got that. I think we understand
17 that. I think the Board's got that picture.

18 MALE VOICE: And I can see across openings
19 through the pine trees now and there's one area where it's
20 completely open and you can see that field over there. And
21 I was out there working on tomatoes this morning and every
22 time I turned around, I can see it. I can see way down in
23 that corner. Up on Union Church Road down in the corner you
24 can see across and into that proposed solar field.

25 CHAIRMAN: I think all the commissioners

Steven Adelman - Testimony

1 understand. I think we all got the picture; yes, sir.

2 MALE VOICE: Thank you. Oh, and the lady that
3 had called about the use of herbicides and so forth, Paige
4 Burns, she is the uh with the Extension Center in Richmond
5 County.

6 CHAIRMAN: Okay. Thank you for that.

7 MR. HORNIK: We have one more witness in our
8 organized presentation, and that's Steven Adelman.

9 **STEVEN ADELMANN, being previously duly sworn, testified as**
10 **follows:**

11 MR. ADELMANN: Good evening and thank you for
12 the opportunity to speak here. I'll probably be the fastest
13 and least technical speaker up here if we all cooperate.
14 So, it should go pretty quick.

15 I've been a resident of Moore County for a little
16 over 20 years. I come here by way of Lee and Cumberland
17 counties and Georgia and Illinois before that. When I
18 retired from the Army eight years ago I started a small
19 business here. It was a no brainer for my wife and I to
20 stay in the county and continue to let our roots grow here.
21 We have been familiar with the property along Union Church
22 Road, having raised kids in New Century Middle and Union
23 Pines High Schools and driven that road a few thousand times
24 going back and forth to Fort Bragg over the years. So,
25 naturally we were elated to find out that Mr. Presley might

Steven Adelman - Testimony

1 be willing to portion off some of his property and sell that
2 to us as we've been looking for a place to build our house
3 to retire to in the future. We met with Mr. Presley. Spoke
4 with him, met with him back in the springtime and went out
5 and visited the property and looked at the land. It's
6 beautiful land that hasn't really been mentioned too much
7 here, but it is just a beautiful tract of land. And we
8 walked the lines and came up with some agreements with him
9 kind of conceptually what we were looking at and we thought
10 we were tracked along pretty good. His son tracked us down
11 and informed us later in the day that there was contract for
12 a solar array on that property and that, in his words, "the
13 deal was done." So, we spoke with Mr. Presley a few days
14 later and confirmed that was the case and he did ask if we
15 were still interested in some of additional property and we
16 said no. You know, we have no interest in it at all. And
17 it's not that we're against solar technology. I'd say it's
18 just the opposite. I was an infantryman for 22 years, which
19 means two things—I'm not real original and imaginative about
20 my choice of jobs. It also means I carried my house on my
21 back for the years between 17 years old and 39 years old.
22 So, whether I was in the mountains or the desert or the
23 jungle or the woods, pretty much it was on my back, and a
24 lot of that was battery weight. It wasn't until the end of
25 my career that we started to play around with solar panels

1 to power the devices that we used out in the field, and I
2 can tell you they were a welcome addition. So, I get it.
3 But there's a big difference between your neighbor's house
4 with panels on the roof and a field, 27 acres, that looks
5 like a big mirror. And there have been concerns raised
6 about the panels and I'm not a technical expert, so I'm not
7 going to get into what they are and are not, but I will look
8 at it and approach it from the standpoint of a potential
9 consumer land buyer and that's not appealing to me at all.
10 Not just in terms of visual but the concern of being
11 downstream of it. I'm no real estate appraiser. I'm not an
12 expert in much of anything. I know my trade and I know
13 soldiering pretty well. Both of those things taught me to
14 be a wise manager of my assets, whether they're bullets or
15 dollar bills. So, in this case applying that metric to
16 looking at land that's adjacent to or even, you know, near
17 one of these solar arrays, that's not a wise use of my
18 assets or my wife's assets and, you know, so we looked
19 elsewhere. I think you can apply that metric to the county
20 on a greater scale as more of these conditional use permits
21 come up. And I would ask the Commission to weigh very
22 carefully where we want this county to go and what we want
23 it to look like in 5, 10 or 20 years. You can drive out to
24 Candor, just a little west of us, and see what these solar
25 arrays look like, especially as they grow. And I'll be

1 darned if they don't all seem to be growing. There's a
2 reason why they're out in the middle of nowhere. So, from
3 my perspective just as a potential buyer, the land around
4 this facility, you know, it's no good to me and I just hope
5 that you take that into consideration.

6 So, subject to your questions, I don't have
7 anything else.

8 MS. ROSS: No questions.

9 CHAIRMAN: No questions. Any questions from the
10 Board? We do thank you for your service and your comments.
11 Next witness.

12 MR. HORNIK: Mr. Chairman, that's the end of our
13 organized presentation. I don't know if it's appropriate
14 for me to sum up now or to wait until whoever else might
15 want to speak.

16 CHAIRMAN: I'm sort of confused. In the
17 instruction I've been given by our attorney your summary, I
18 thought, was to be first. She already summarized and then
19 you should summarized.

20 MR. HORNIK: Well, if we both have already
21 summarized, that's great.

22 CHAIRMAN: Now, I'm going to ask-

23 MR. HORNIK: But if we haven't-

24 CHAIRMAN: Hold on.

25 MR. HORNIK: -then I want a chance to.

Bob Hornik - Closing argument

1 CHAIRMAN: Hold on. Hold on. Can I allow each
2 one to summarize now? Okay. I'm going to allow you to
3 start and then I'll allow you to.

4 MR. HORNIK: I'll be really really brief.

5 CHAIRMAN: Please. (Laughter.)

6 MR. HORNIK: Okay. But I'm a lawyer also; so, I
7 could go on for awhile.

8 CHAIRMAN: I know. I know. I understand that
9 too.

10 MR. HORNIK: UDO requires you to make four
11 findings and you must make all four findings in order to
12 approve the C-U-P, the conditional use permit. I submit to
13 the Board that we've offered to you substantial competent
14 evidence with respect to three of those findings. First,
15 that the use will not materially endanger the public health
16 or safety. Next, that the use will not substantially injure
17 the value of adjoining or abutting properties. And third,
18 perhaps most importantly, is that the location and character
19 of the use if developed as proposed will be in harmony with
20 the area and in general conformity with the approved Moore
21 County Land Use Plan. You've heard testimony from the
22 residents of the area, the neighbors, the appraisers and are
23 other experts that this particular proposed use is not
24 consistent with, it's not in harmony with any of the uses in
25 the surrounding area—up Stage Road, across 2427, down Lynch

1 Road, across Union Church Road. There's no similar use
2 anywhere near this property. This is a residential
3 agricultural area and you're being asked to approve what's
4 called a commercial use in your UDL but it's like an
5 industrial use on this property. It's completely out of
6 character. And secondly, it's inconsistent with your land
7 use plan. There are at least three or four goals and
8 recommendations in your land use plan and in your working
9 lands plan that was adopted in 2012 that encourages the
10 preservation of agricultural land. And encourages as a goal
11 to save and preserve forest land and agricultural land. The
12 testimony you've heard tonight is that this particular piece
13 - use of this particular property will take it out of
14 agricultural use for the duration of the lease and probably
15 for years after that due to the condition of the property
16 after decommissioning.

17 We don't know anything about the decommissioning
18 plan, other than the applicant has already testified that
19 he's only going to be here for a year or two before he flips
20 the property to somebody else. We don't know really
21 anything about the decommissioning plan other than he's
22 agreeing or they're agreeing that they'll let you know six
23 months before they want to shut the place down that they're
24 going and that they'll take care of decommissioning. That's
25 little solace, little consolation and little security for

Katherine Ross - Closing argument

1 you or for the neighbors. We would ask this Board to deny
2 the application for conditional use permit because the
3 applicant has not satisfied their burden and has not
4 presented enough evidence to enable you to make the findings
5 that you are required to make. Thank you.

6 CHAIRMAN: Thank you.

7 MS. ROSS: Thank you, Mr. Chairman and
8 Commissioners. We appreciate your patience in the process
9 and the presentation of the application. As you are well
10 aware of the findings, I'm not going to read them to you
11 again, I promise. Two things before I summarize the
12 evidence that I would like to point out, and one that I
13 would like to hand up, is how is the burden on the
14 applicant? Competent material and substantial evidence.
15 And what does that mean? Our statutes and our case law tell
16 us what competent material and substantial evidence is and
17 we would submit to you that the witnesses that we have put
18 forward provide competent material substantial evidence and,
19 in fact, the majority of the witnesses put on by the
20 opposition do not meet the criteria of law for providing
21 competent and material substantial evidence and I will go
22 through and talk about that a little bit more with each
23 witness.

24 But statutes provide that competent evidence
25 cannot be opinion testimony of lay witnesses in certain key

Katherine Ross - Closing argument

1 areas. And one of those is the use of particular property
2 in a way that would affect the property - the value of
3 another property. It's different when someone wants to
4 opine about the actual dollar value of their property. The
5 law allows that. But the law says that when you start
6 getting to looking at the impacts to values of property, you
7 need to have some expertise. You need to have some
8 knowledge. You need to have some background. You need to
9 be an appraiser. You need to be a real estate broker to
10 come up and look at those impacts. So, I'm going to start
11 with that finding. And you've heard from our witness.
12 You've heard from Mr. Kirkland in regards to the detailed
13 analysis that he has done related to property impact - value
14 impact to adjoining and abutting properties. And that's a
15 very exact standard. It is not the surrounding area. It is
16 not the whole community that you are looking at. The
17 ordinance and the statute on which it is based talks about
18 whether or not it will be substantial injury to the value of
19 adjoining or abutting property. I would submit to you that
20 you have no evidence before you tonight that there will be
21 substantial injury to the value of adjoining or abutting
22 property. You have speculation. You have I'm not a rocket
23 scientist, I believe and it's my opinion, it's common sense.
24 That's the basis that Mr. Sauter testified to you on. He is
25 an appraiser. We don't doubt his credentials but he has not

Katherine Ross - Closing argument

1 done the work that is needed to be done to stand before this
2 Board with credibility as an expert to testify to an opinion
3 under the law that you can rely on to deny a use permit.

4 We've also provided substantial material evidence
5 - excuse me, substantial competent material evidence related
6 to the design and the construction of the project, the
7 components and the material; the fact that they pass
8 testing, EPA toxicology testing, excuse me, the fact that
9 they can go into a landfill, the fact that the herbicides
10 used on the property are that that any farmer would use and
11 there's no evidence that they will be greater.

12 We've also provided evidence that the applicant
13 will have to have all required environmental permits. We've
14 got an Army Corps of Engineers jurisdictional determination.
15 We've delineated the wetlands. We've looked at the
16 property. We've determined there's no water features on
17 that site that are going to be on the actual site of the
18 solar farm are going to be impacted. The greater parcel is
19 taken into consideration when storm water is applied for,
20 when soil and erosion and control measures are put into
21 place. There is no evidence before this Board that this use
22 will have a material endanger to the public health and
23 safety of the Websters, of any adjoining or abutting
24 property or of the community. There's been no testimony in
25 opposition to the second finding about required conditions

Katherine Ross - Closing argument

1 and specifications. So, I'd submit to you that finding we
2 have more than satisfied. There's no evidence to the
3 contrary your staff has put forward that we've met or
4 exceeded, which I think is key here. So, you get to the
5 fourth finding, the location and character of the use if
6 developed according to the plan as submitted and approved
7 will be in harmony. Stop there. It's 127.5 acre parcel;
8 27.5 of the back portion of the parcel would be used for
9 solar facility. It will be screened and visualized from -
10 screened from visualization from Stage Road. It is
11 compatible with uses similar to agricultural. Greenhouses.
12 Agricultural buildings. When you look at the impacts - when
13 you look at the impacts to the land, minimal impact to the
14 land is done with this use compared to many agricultural
15 buildings that would be constructed. The only impervious
16 surface is the concrete pad the transformers and the
17 invertors sit on. That's the evidence you had testified.
18 You had evidence put before you that the water migration
19 patters (sic) would not change. You have evidence before
20 you that the landscape and buffering will provide not only a
21 visual screen but, as the opposition's witness testified,
22 will impact and reduce any concern about increase and time
23 of storm water. A fact he didn't consider in the evidence
24 that he put before you. In addition to harmony, your UDO -
25 your findings talk about that it will be in general

Katherine Ross - Closing argument

1 conformity with the approved Moore County Land Use Plan. We
2 would submit to you there's a lot of sections to the Moore
3 County Land Use Plan and we can all find ones that we have
4 to think about whether or not this is in conformity. But
5 the more - what's not been mentioned by the opposition is
6 the Moore County Land Use Plan talks about Moore County has
7 an opportunity to grow in energy production. That is what
8 this solar facility will do, including any renewables (sic).
9 It is a renewable facility. It specifically recognizes
10 solar energy as a resource to be developed in the county, I
11 will admit, where appropriate. This is an appropriate site
12 for a solar facility. When you look at the county and the
13 land use plan it is an appropriate site that is in harmony.
14 Talks about Moore County a good potential for solar
15 production according to ---INAUDIBLE--- You heard some
16 testimony about reliability and intermiticy (sic) of solar.
17 I would submit to you that has no relevancy to the findings
18 that are before you. But this is a use that makes good use
19 of this property. And I will say some of the key words you
20 heard were property rights. Mr. Presley has a right to use
21 his property. This is a permitted use with a conditional
22 use permit and by presenting competent material and
23 substantial evidence, the applicant has shown you that this
24 use is appropriate and the conditional use permit should be
25 and must be, I would surmise, issued. There's no evidence

Katherine Ross - Closing argument

1 in opposition that - there's no competent material and
2 substantial evidence on which this Board can make a finding
3 of all four findings in denial of the application. We would
4 submit to you that there's no competent material substantial
5 evidence that outweighs the evidence put forward in our case
6 which allows and supports a denial. Therefore, we ask you
7 to approve the conditional use permit for the H.C.E. Moore
8 II solar farm, to allow Mr. Presley to use his property in
9 the way he so chooses and for the solar facility to be
10 constructed in accordance with the plans and specifications
11 that meet your conditions and meet your ordinance
12 requirements. Thank you.

13 CHAIRMAN: Thank you. Ms. Attorney, I've got a
14 couple of questions for you. We have two more people signed
15 up for and there's seven more people signed to speak
16 against. We've basically gone through the testimony of both
17 opponents and proponents. Should we allow these to speak or
18 maybe they don't want to speak now.

19 COUNTY ATTORNEY: If they want to speak we
20 should definitely allow them to speak.

21 CHAIRMAN: All right. We normally do the - I
22 think we did the proponents first or the applicants first.
23 There are two for the applicant signed up. Would you read
24 those names, Madam Clerk?

25 COUNTY CLERK: I'm going to try. They're not

Katherine Ross - Closing argument

1 very clear. One is Lee, looks like the last name starts
2 with G, on 1830 McGill Road.

3 MALE VOICE: ---INAUDIBLE---

4 CHAIRMAN: Okay. Next one.

5 COUNTY CLERK: And the next one looked like
6 Karen-

7 MALE VOICE: ---INAUDIBLE---

8 CHAIRMAN: Okay. And then there's seven signed
9 to speak against. Would you start with that list, please?

10 COUNTY CLERK: Michael, starts with a C, I
11 think.

12 CHAIRMAN: Is there a Michael out there that
13 wants to speak?

14 COUNTY CLERK: 688-7114?

15 CHAIRMAN: They've probably gone. Try again.

16 COUNTY CLERK: Okay. Next is Mr. Presley. Oh,
17 he was a for. I'm sorry, I missed that one.

18 CHAIRMAN: I'm sorry. We have one for. Mr.
19 Presley.

20 MS. ROSS: ---INAUDIBLE---

21 CHAIRMAN: All right.

22 COUNTY CLERK: Okay, so back to uh-

23 CHAIRMAN: Against.

24 COUNTY CLERK: Are we on for or against? I'm
25 sorry, I'm confused.

Katherine Ross - Closing argument

1 CHAIRMAN: Against.

2 COUNTY CLERK: Okay.

3 CHAIRMAN: That's all the fors.

4 COUNTY CLERK: There is another for. I may have
5 gotten that backwards. I'm not sure. This one is looks
6 like, it's a Longwood, Florida address. Okay.

7 FEMALE VOICE: ---INAUDIBLE---

8 COUNTY CLERK: Against, Suzanne Stinson?

9 CHAIRMAN: Suzanne? Decline? Okay.

10 COUNTY CLERK: And finally against, Turner
11 Wicker.

12 CHAIRMAN: Decline? All right. At this time
13 does the Planning Staff have any other further comments?

14 (Colloquy between Chairman and other
15 commissioners and people in the gallery. All are
16 inaudible.)

17 CHAIRMAN: If you want to speak, you can speak.

18 MRS. SIMPSON: We own the property. We're on
19 2427 and this parcel comes up to the back of my property. I
20 have just spent almost \$5,000 on my driveway. I have an
21 erosion problem and a large hill that needs to come down and
22 I was going to have the hill graded but now if I have the
23 hill graded, the solar panels are going to be what I see.
24 So-

25 CHAIRMAN: Thank you, ma'am.

Katherine Ross - Closing argument

1 MRS. SIMPSON: I guess I'll just keep getting my
2 driveway fixed.

3 CHAIRMAN: All right, is that it? Okay.
4 Planning Staff, have any further comments?

5 MS. ENSMINGER: No, Mr. Chairman, I do not.

6 CHAIRMAN: Does the Board or other parties have
7 further questions of the Staff?

8 (No response.)

9 CHAIRMAN: I have a question for an attorney.
10 My question is we have done several solar farm conditional
11 use permits. Each one stands on its own, I assume. It's
12 not that if we did one, then we got to do another because
13 the evidence presented in each one has been different.

14 COUNTY ATTORNEY: For the most part, that's
15 correct.

16 CHAIRMAN: Okay. So, if we feel like - or if we
17 feel like the evidence on this one is different than a prior
18 one, then we can rely on what we heard tonight, not what
19 we've heard in the past but we base our decision on what we
20 heard tonight from both sides; correct?

21 COUNTY ATTORNEY: Right. If you're saying what
22 you've heard tonight has been different facts than what
23 you've heard before, then of course you're - that's why you
24 have these hearings.

25 CHAIRMAN: Yeah. What I'm saying is we're to

Katherine Ross - Closing argument

1 focus on what we heard tonight.

2 COUNTY ATTORNEY: Okay. All right. Does the
3 Staff have a recommendation for this request?

4 MS. ENSMINGER: Staff has recommendation a
5 motion in the staff report; so, I would refer to that.

6 CHAIRMAN: Motion in the staff report? Okay.
7 Well, we don't want that at this point. On discussion from
8 the Board, does any Board member want to - have anything
9 else to say before we entertain a motion on this?

10 COMMISSIONER SAUNDERS: I would just personally
11 make a few comments. I think both sides did a good job
12 tonight. I mean, you know, that was a lot of work. It was
13 a lot of work and it was worth sitting here and listening to
14 it. So, I commend you all for a job well done. In my
15 personal opinion, uh, and I'm just going to - I don't know
16 if I can or can't but I'm just going to say what I thought-

17 CHAIRMAN: We're saying discussion right now.
18 We're discussing. We're not asking for a motion.

19 COMMISSIONER SAUNDERS: Okay. My personal
20 opinion is numbers 1, 2 and 3 in my opinion, the for proved
21 that - I don't see where this materially endangers public
22 health. I don't see that. It's never been proven that
23 these endanger public health by power going out or anything
24 like that. I think everyone agreed.

25 Number two, even for against proved - was

Katherine Ross - Closing argument

1 comfortable with two.

2 Number three, I don't know that it will hurt
3 adjoining or abutting property but, you know, in number
4 four, I don't know that this is in harmony with the area.
5 Uh, and with that I have a little concern. I just don't see
6 that it's in harmony with the area that is there. And
7 harmony to me is an important word. Is it harmonious with
8 the other properties and parcels that are there? And I
9 think tonight, in my opinion, I think y'all have created
10 some doubt with that number four in my mind.

11 COMMISSIONER RITTER: Yeah. The comment I have
12 is it hasn't been answered to me yet as to are you going to
13 use herbicides out there on that farm. Is there anything in
14 the contract that says you're not going to hurt the
15 environment with herbicides? Then the other thing that I
16 would like to ask to our Planning Director, is this
17 everything that has been presented covered in our UDO, and
18 if there is, is any of it against our UDO, such as the
19 harmony question?

20 MS. ENSMINGER: Well, it's up to the applicants
21 to present those facts, but they meet - the use meets all
22 the required conditions of the UDO, such as setbacks,
23 buffering and those type things.

24 CHAIRMAN: But not these four questions?

25 MS. ENSMINGER: No. That's up to the applicants

Katherine Ross - Closing argument

1 to prove. And the opponents.

2 COMMISSIONER RITTER: And then one other comment
3 I have, yes, probably it doesn't hurt the value of that land
4 but it has already, according to what a witness said, has
5 backed away from buying a piece of property because of the
6 potential of this. So, to me that is against the UDO.

7 COUNTY ATTORNEY: May I ask a question? Do you
8 have any further information regarding the land use plan as
9 it pertains to this case?

10 MS. ENSMINGER: No. Other than the - that was
11 presented tonight regarding the use of alternative energy.

12 COUNTY ATTORNEY: As far as it being in harmony
13 is what the Board seems to be concerned about. And there's
14 been a lot of evidence. I don't know if you want to take
15 time to consider all of this-

16 COMMISSIONER SAUNDERS: In my opinion both sides
17 presented something from our land use plan that are
18 contradictory. Uh, in one side our land use plan addressed
19 the fact that we want to specifically, and I'm not going to
20 read it because I'm too tired, but specifically discussed
21 the growing of vegetables and plants and farmland in rural
22 agricultural areas. It does not say farms. It's specific
23 to vegetables and plants. Then in another point of our land
24 use plan we discuss solar facilities as something that that
25 would be something we would look towards potentially trying

Katherine Ross - Closing argument

1 to do. Look toward renewable energies as an option. In my
2 opinion, they're contradictory of each other. So, from that
3 perspective that's why I look at the harmonious side as
4 something that I have to weigh my options because the land
5 use plan is not necessary - is saying this particular parcel
6 could be used for either and we're encouraging both uses in
7 this particular parcel. Uh, and that's why I think then I
8 look to the case of the harmonious versus non-harmonious.
9 And I think in this instance, in my opinion, they did a good
10 job of proving that it's not harmonious in this particular
11 area. It's more harmonious for vegetables and the growth of
12 vegetables and food.

13 CHAIRMAN: Commissioner Daeke.

14 COMMISSIONER DAEKE: I'd like to ask a question.
15 Are there any chicken farms in the area?

16 MS. ENSMINGER: Not that I'm aware of. There
17 may be.

18 COMMISSIONER DAEKE: Can the Websters- Any
19 chicken farms?

20 MS. ENSMINGER: Are there any chicken farms in
21 your area?

22 MALE VOICE: No.

23 COMMISSIONER DAEKE: Are they allowed under the
24 current zoning?

25 MS. ENSMINGER: Yes, they are.

Katherine Ross - Closing argument

1 COMMISSIONER DAEKE: Is that less harmonious or
2 more harmonious?

3 COMMISSIONER SAUNDERS: But solar collection
4 facilities are allowed in this zone as well. But in that
5 area-

6 COMMISSIONER DAEKE: That's true.

7 COMMISSIONER SAUNDERS: But in that area there
8 are no chicken farms right now. So, that's why I'm saying-

9 COMMISSIONER DAEKE: They can be.

10 COMMISSIONER SAUNDERS: That's not before us.

11 COMMISSIONER DAEKE: They don't have to come
12 here to ask us.

13 COMMISSIONER SAUNDERS: But that's not before -
14 if they came and asked for a chicken farm it would be a
15 little bit different. But it's not a conditional use. So,
16 conditional use.

17 COUNTY ATTORNEY: I just wondered are the
18 chicken farms ag exempt?

19 MS. ENSMINGER: Yes. Chicken farms are ag
20 exempt. Chicken farms can go anywhere in Moore County.

21 CHAIRMAN: That's correct.

22 MS. ENSMINGER: Not the incorporated but
23 anywhere in the County of Moore.

24 CHAIRMAN: In the county.

25 MS. ENSMINGER: Chicken farms are ag exempt.

Katherine Ross - Closing argument

1 COMMISSIONER DAEKE: I think that would hurt
2 land values a heck of a lot more. That's just my opinion.
3 And I have been an appraiser and I've appraised them.

4 COMMISSIONER RITTER: Concerning the question on
5 herbicides, that is a health hazard if it is not in the
6 contract for them not to use it. Is that not right?

7 CHAIRMAN: Uh-

8 COMMISSIONER SAUNDERS: Use herbicides on farms.
9 That one is less important to me because they use herbicides
10 in farms and they use herbicides in the solar farm. That
11 one is not as relevant to me. That's me personally.

12 CHAIRMAN: Anything else from any of the Board
13 members?

14 (No response.)

15 CHAIRMAN: Well, I'd like to weigh in too. I
16 actually agree with Randy on the - you've done a great job.
17 A lot of work. A lot of stuff has been presented. It's a
18 very sticky issue for me on this because I do believe in
19 property rights, but both people have property rights. One
20 that wants to do something with his land and the ones that
21 adjoin the land; so, therein comes the rub. So, I love the
22 fact that we have these conditional use permits, meaning
23 you've got to prove these things to us. That's your job to
24 prove that these things are actually done. If I'm correct,
25 using your own words, that's your case is you have to prove

Katherine Ross - Closing argument

1 that. And I'm in a complete, uh, there was just
2 questions that really bothered me. The one with the
3 decommissioning plan and then just listening and looking
4 at the slope of the land and the way the water would run.
5 So, at this time I'm going to make a motion that we
6 deny the conditional use permit to construct commercial
7 solar electric facility on approximately 27.5 acres
8 of an overall approximately 127 acre parcel. That
9 parcel I.D. is 00005347 located at 415 Stage Road,
10 including the application review comments and
11 recommendations listed in the-

12 ---INAUDIBLE---

13 COMMISSIONER SAUNDERS: Second.

14 COMMISSIONER RITTER: Second.

15 CHAIRMAN: A second by Commissioner Saunders.

16 Discussion? All in favor say aye.

17 (Commissioners say aye in unison.)

18 CHAIRMAN: Opposed say no.

19 COMMISSIONER DAEKE: No.

20 CHAIRMAN: The vote is 3-1. Commissioner Daeke
21 in opposition.

22 COUNTY ATTORNEY: We will prepare an order for
23 the Board.

24 CHAIRMAN: All right. Since there's no
25 further discussion, I will now close this public

Katherine Ross - Closing argument

1 hearing. And thank you for sitting through. I know
2 the seats are hard, guys.

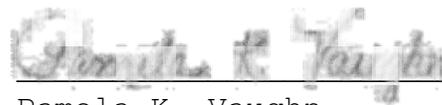
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CERTIFICATION OF TRANSCRIPT

This is to certify that the foregoing transcript of proceedings, consisting of 158 pages, recorded at the August 16, 2016 Session of the Moore County Board of Commissioners meeting is, to the best of my knowledge, a true and accurate transcription of the proceedings. This transcriptionist listened with due diligence and at times was unable to understand all the words on the recording and indicated "inaudible" in the transcript.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this proceeding was heard; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, and am not financially or otherwise interested in the outcome of the action.

This the 31st day of August 2016.



Pamela K. Vaughn
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Meeting

Agenda Item: V.F.

Date: September 20, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technology Director

DATE: September 13, 2016

SUBJECT: Globe Communications Contract Amendment No. 3

PRESENTER: Chris Butts

REQUEST:

Approve Globe Communications Contract Amendment No 3.

BACKGROUND:

This amendment will extend the project completion date with Globe Communications LLC from September 30th to December 31st. Globe Communications LLC is the county selected contractor installing the county aerial fiber line from the Rick Rhyne Public Safety building to the Parks and Rec office.

IMPLEMENTATION PLAN:

Once we have a permit from Duke Energy Progress to install the aerial county fiber, Globe Communications will begin installation from the Rick Rhyne Public Safety building to the Parks and Rec office.

FINANCIAL IMPACT STATEMENT:

NA

RECOMMENDATION SUMMARY:

Recommend the Board to make a motion authorizing the Chairman to execute the contract amendment No. 3 with Globe Communications.

SUPPORTING ATTACHMENTS:

Contract Amendment No. 3 with Globe Communications

COUNTY OF MOORE

CONTRACT AMENDMENT NO. 3

STATE OF NORTH CAROLINA

This Contract Amendment No. 3 (this "Amendment"), is made this 20th day of September, 2016, between the County of Moore (the "County") and Globe Communications, LLC, (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on April 5, 2016, which was for the purpose of the installation of an aerially installed fiber line (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement via Contract Amendment No. 1, dated July 7, 2016, which was for the purpose of the Contractor assuming liability in connection with a Governmental Attachment Agreement entered into between the County and Duke Energy Progress, LLC, for the installation of the aerially installed fiber line upon Duke Energy's poles; and

WHEREAS, the County and Contractor previously amended the Original Agreement via Contract Amendment No. 2, dated August 16, 2016, which was for the purpose of extending the term of the Original Agreement from August 31, 2016, to September 30, 2016, as the result of delays encountered with Duke Energy Progress, LLC; and

WHEREAS, due to ongoing delays with Duke Energy Progress, LLC, the County and Contractor desire to extend the term of the Original Agreement from September 30, 2016, to December 31, 2016.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 2 of the Original Agreement will be amended to read, "The term of this Contract is from April 5, 2016, through December 31, 2016.
2. Except as otherwise provided in this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 3 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

COUNTY OF MOORE

GLOBE COMMUNICATIONS, LLC

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 9/12/2016

SUBJECT: Legislative Goals

REQUEST:

This request is for the Board to adopt legislative goals to submit to the NC Association of County Commissioners for consideration at the legislative goals conference to be held in January.

BACKGROUND:

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, letter from the Chairman 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 Board discussed legislative goals at the September 8th work session.

IMPLEMENTATION PLAN:

Goals will be submitted with attachments by the Clerk via the NCACC's online form prior to the September 23rd deadline.

RECOMMENDATION SUMMARY:

Adopt as a legislative goal the restoration of the statutory requirement that 40% of the net lottery revenue be allocated to counties for school capital needs and to submit this goal to the NCACC along with a resolution regarding the same adopted by the Board of Commissioners on November 17, 2015.

Adopt as a legislative goal the revision of the formula to fund needed teachers' positions in local schools by applying the formula by individual schools and grades rather than one number for the entire school district and to submit this goal to the NCACC along with a resolution regarding the same adopted by the Board of Commissioners on May 15, 2015.

Adopt as a legislative goal the abolishment of the current unequitable tier system and to submit this goal to the NCACC along with a resolution regarding the same adopted by the Board of Commissioners on October 20, 2015.

ATTACHMENTS:

1) Lottery Funding Restoration Resolution Adopted by the MCBOC 11/17/15; 2) Teacher Funding Formula Resolution Adopted by the MCBOC 5/15/15; 3) Abolish Tier System Resolution Adopted by the MCBOC 10/20/15

**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

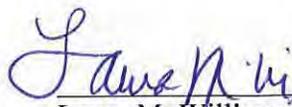
WHEREAS, in order to avoid the need for a potential property tax increase to make up for the lost lottery revenues, Moore County needs the lottery funds now designated to Moore County to pay the debt service due, to pay for the construction of new schools, and to pay for the renovations and expansions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

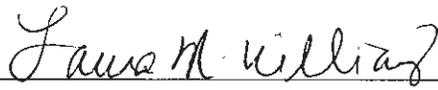
NOW THEREFORE BE IT RESOLVED, that the Moore County Board of Commissioners request the North Carolina General Assembly to make the necessary revisions to its funding formula to fund the needed teachers' positions in the local schools by applying the formula by individual schools and grades rather than 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



RESOLUTION REQUESTING THE NORTH CAROLINA GENERAL ASSEMBLY TO ABOLISH THE
CURRENT TIER DESIGNATION SYSTEM IN NORTH CAROLINA
UNDER G.S. § 143B-437.08

WHEREAS, the North Carolina Department of Commerce administers the tier designations established under G.S. § 143B-437.08 and annually ranks all 100 counties into Tiers 1-3; and

WHEREAS, the 40 most distressed counties in NC are ranked as Tier 1 counties, the next 40 as Tier 2 counties and the remaining 20 counties are considered the least distressed and are ranked as Tier 3 counties. State economic incentives are available based upon the tier designation with Tiers 1 and 2 receiving incentives to encourage prosperity within these distressed counties; and

WHEREAS, the current tier system does not take into account very distressed areas within every county including Tier 3 counties since poverty transcends all counties; and

WHEREAS, the Moore County Board of Commissioners requests the North Carolina General Assembly to abolish the current tier system under G.S. § 143B-437.08 since some counties benefit from economic incentives from the current tier system while other counties receive no benefits, despite the fact all counties contain areas that are markedly distressed; and

WHEREAS, if the General Assembly will not eliminate the current tier system, the Moore County Board of Commissioners requests that a more equitable system is established that benefits all distressed areas within the state instead of categorizing distressed areas by county.

NOW THEREFORE BE IT RESOLVED the Moore County Board of Commissioners requests the North Carolina General Assembly to abolish the current unequitable tier system under G.S. § 143B-437.08; and

FURTHER, BE IT RESOLVED if the General Assembly will not eliminate the current tier system, the Moore County Board of Commissioners requests that a more equitable system is established that benefits all distressed areas within the state; and

FURTHER, BE IT RESOLVED the Clerk to the Board shall send a copy of this Resolution to the Moore County delegation at the North Carolina General Assembly, NCACC and the League of Municipalities.

This the 20 day October 2015.



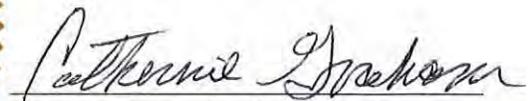
Chairman Nick Picerno



Commissioner Jerry Daeke



Vice Chairman Otis Ritter



Commissioner Catherine Graham



Commissioner Randy Saunders

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer



DATE: September 14, 2016

SUBJECT: Digital Learning Invoices

PRESENTER: Caroline L. Xiong

REQUEST:

Request the Board of Commissioners to approve the invoices for a total amount of \$39,827.91 (includes sales tax of \$2,518.41) submitted by Moore County School.

BACKGROUND:

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$431,700 was carried forward from FY15/16 with a revised budget of \$1,181,700. Currently, the available balance is \$625,375.06. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

IMPLEMENTATION PLAN:

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

FINANCIAL IMPACT STATEMENT:

The County has already budgeted \$1,181,700 in the Digital Learning budget in the General Fund.

RECOMMENDATION SUMMARY:

Make a motion to approve the invoices as presented.

SUPPORTING ATTACHMENTS:

Invoice



FID Number: 74-2616805
Sales Rep: ERNESTO GOMEZ
For Sales: (800)695-8133
Sales Fax: (877)204-8109
For Customer Service: (800)695-8133
For Technical Support: (800)822-8965
Dell Online: http://www.dell.com

Customer Number: 111074263
Purchase Order: 8584744
Order Number: 103720436
Order Date: 07/14/16

Invoice Number: XK12K33P7

Invoice Date: 07/15/16
Payment Terms: NET DUE 30 DAYS
Due Date: 08/14/16
Shipped Via: STANDARD GROUND
Waybill Number: 1414022

SOLD TO:

ACCOUNTS PAYABLE
MOORE COUNTY SCHOOLS
PO BOX 1180
CARTHAGE NC 28327-1180

RA *NE*

SHIP TO:
KENDT EKLUND
MOORE COUNTY SCHOOLS
STE IT 180 PINCKNEY RD STE IT
CARTHAGE, NC 28327-6004

SEP 09 2016

FINANCIAL SERVICES

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
150	150	A7611038	GOOGLE CHROME MANAGEMENT CONSO LE LICENSE, EDUCATIONEA		24.00	3,600.00

10034096 56264

RECEIVED
SEP 08 2016
MCS FINANCE DEPT.

Digital hearing

JMBundy 9/8/16

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,600.00
Taxable:	Tax:	
\$ 3,600.00	\$	243.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,843.00



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 534118
ATLANTA, GA 30353-4118

Invoice Number: XK12K33P7
Customer Name: MOORE COUNTY SCHOOLS
Customer Number: 111074263
Purchase Order: 8584744
Order Number: 103720436

Ship. &/or Handling	\$	0.00
Subtotal	\$	3,600.00
Taxable:	Tax:	
\$ 3,600.00	\$	243.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,843.00
	\$	
	\$	
Balance Due	\$	3,843.00
Amt. Enclosed	\$	

000XK12K33P700000003843002401110742635



FID Number: 74-2616805
 Sales Rep: ERNESTO GOMEZ
 For Sales: (800)695-8133
 Sales Fax: (877)204-8109
 For Customer Service: (800)695-8133
 For Technical Support: (800)822-8965
 Dell Online: <http://www.dell.com>

Customer Number: 111074263
 Purchase Order: 8584744
 Order Number: 103718091
 Order Date: 07/14/16

Invoice Number: **XK12N57X5**

Invoice Date: 07/15/16
 Payment Terms: NET DUE 30 DAYS
 Due Date: 08/14/16
 Shipped Via: Mach 1
 Waybill Number: 103718091

24 01 0 01 01 N

SOLD TO:

ACCOUNTS PAYABLE

MOORE COUNTY SCHOOLS
 PO BOX 1180
 CARTHAGE NC 28327-1180

SHIP TO:

KENDT EKLUND
 MOORE COUNTY SCHOOLS
 STE IT 180 PINCKNEY RD STE IT
 CARTHAGE, NC 28327-6004

Handwritten initials: JPA and WJE

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
96	96	210-ADWO	Dell Chromebook 11	EA	224.73	21,574.08
96	96	580-AEOO	Internal English (US) Keyboard - Black	EA	-	-
96	96	389-BFZY	UPC Label UPC884116176541	EA	-	-
96	96	555-BBRS	Intel Dual Band Wireless-AC 72 60 802.11 ac/a/b/g/n 2x2 + Blu etooth 4.0 LE Half Mini Card	EA	-	-
96	96	340-AGYZ	System Documentation, Multi Language, Chromebook 11	EA	-	-
96	96	801-5338	*Dell Limited Hardware Warranty Initial Year	EA	-	-
96	96	802-1011	*Onsite/In-Home Service After Remote Diagnosis, 1 Year	EA	-	-
96	96	802-1013	*Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	EA	-	-
96	96	975-3461	*Dell Limited Hardware Warranty Extended Year(s)	EA	-	-
96	96	801-5268	*Accidental Damage Service, 3 Years	EA	-	-
96	96	340-ANMZ	Placemat	EA	-	-
96	96	332-0550	Dell.com Order	EA	-	-
96	96	451-BBNH	3 Cell Primary Battery	EA	-	-
96	96	329-BCLO	Intel Celeron Processor - Baytrail-M, 4GB Memory	EA	-	-
96	96	332-1530	Dell.com Order	EA	-	-
96	96	320-BBND	Non-Touch LCD Back Cover (Black)	EA	-	-
96	96	328-BCBH	Shipment Box	EA	-	-
96	96	340-ABFC	Directship info mod	EA	-	-
96	96	998-BLXY	Fixed Hardware Configuration	EA	-	-
96	96	340-AQVB	Intel Celeron Processor Label	EA	-	-
96	96	817-BBBC	Not Selected in this Configuration	EA	-	-
96	96	391-BBYI	11.6" HD Non-Touch LCD	EA	-	-
96	96	492-BBDD	65 Watt AC Adaptor	EA	-	-
96	96	537-BBBL	US Power Cord	EA	-	-
		System Service Tags	14X1KD2, 19X1KD2, 1GX1KD2, 1HX1KD2, 1JX1KD2, 1KX1KD2, 20V1KD2, 2BX1KD2,			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	21,574.08
Taxable:	Tax:	
\$ 21,574.08	\$	1,456.25
ENVIRO FEE	\$	0.00
Invoice Total	\$	23,030.33



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
 C/O DELL USA L.P.
 PO BOX 534118
 ATLANTA, GA 30353-4118

Invoice Number: XK12N57X5
 Customer Name: MOORE COUNTY SCHOOLS
 Customer Number: 111074263
 Purchase Order: 8584744
 Order Number: 103718091

Ship. &/or Handling	\$	0.00
Subtotal	\$	21,574.08
Taxable:	Tax:	
\$ 21,574.08	\$	1,456.25
ENVIRO FEE	\$	0.00
Invoice Total	\$	23,030.33
	\$	
	\$	
	\$	
Balance Due	\$	23,030.33
Amt. Enclosed	\$	

000XK12N57X500000023030332401110742635

This is your **INVOICE**



FID Number: 74-2616805
 Sales Rep: ERNESTO GOMEZ
 For Sales: (800)695-8133
 Sales Fax: (877)204-8109
 For Customer Service: (800)695-8133
 For Technical Support: (800)822-8965
 Dell Online: <http://www.dell.com>

Customer Number: 111074263
 Purchase Order: 8584744
 Order Number: 103718091
 Order Date: 07/14/16

Invoice Number: **XK12N57X5**

Invoice Date: 07/15/16
 Payment Terms: NET DUE 30 DAYS
 Due Date: 08/14/16
 Shipped Via: Mach 1
 Waybill Number: 103718091

24 01 0 01 01 N

SOLD TO:

ACCOUNTS PAYABLE

MOORE COUNTY SCHOOLS
 PO BOX 1180
 CARTHAGE NC 28327-1180

SHIP TO:

KENDT EKLUND
 MOORE COUNTY SCHOOLS
 STE IT 180 PINCKNEY RD STE IT
 CARTHAGE, NC 28327-6004

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
		2FX1KD2, 2GX1KD2, 2HX1KD2, 2JX1KD2, 2KX1KD2, 2QX1KD2, 34X1KD2, 38X1KD2, 3FX1KD2, 3GX1KD2, 3NX1KD2, 3RX1KD2, 44X1KD2, 4CX1KD2, 4GX1KD2, 4HX1KD2, 4KX1KD2, 4NX1KD2, 8GX1KD2, 8HX1KD2, 8MX1KD2, 8RX1KD2, 99X1KD2, 9CX1KD2, 9NX1KD2, B4X1KD2, B9X1KD2, BBX1KD2, BCX1KD2, BDX1KD2, BFV1KD2, BFX1KD2, BGX1KD2, BMX1KD2, BSX1KD2, C6X1KD2, C8X1KD2, C9X1KD2, D9V1KD2, D9X1KD2, DB82KD2, DBX1KD2, DDX1KD2, DKX1KD2, F4X1KD2, F8V1KD2, FFX1KD2, FHX1KD2, G082KD2, G3X1KD2, G8X1KD2, GBX1KD2, GCX1KD2, GDX1KD2, GHX1KD2, GJX1KD2, H2X1KD2, H4X1KD2, H5X1KD2, H8X1KD2, HBX1KD2, HFX1KD2, HGX1KD2, HHX1KD2, HKX1KD2, J8X1KD2, J9X1KD2, JDX1KD2, JHX1KD2, 4P82KD2, 59X1KD2, 5BX1KD2, 5GX1KD2, 5JX1KD2, 68X1KD2, 6BX1KD2, 6DX1KD2, 6GX1KD2, 6KX1KD2, 78X1KD2, 79X1KD2, 7CX1KD2, 7DX1KD2, 7FX1KD2, 7JX1KD2, 7KX1KD2, 8CX1KD2, 8FX1KD2				



FID Number: 74-2616805
 Sales Rep: ERNESTO GOMEZ
 For Sales: (800)695-8133
 Sales Fax: (877)204-8109
 For Customer Service: (800)695-8133
 For Technical Support: (800)822-8965
 Dell Online: <http://www.dell.com>

Customer Number: 111074263
 Purchase Order: 8584744
 Order Number: 103719396
 Order Date: 07/14/16

Invoice Number: **XK12NNK14**

Invoice Date: 07/15/16
 Payment Terms: NET DUE 30 DAYS
 Due Date: 08/14/16
 Shipped Via: Mach 1
 Waybill Number: 103695745

24 01 0 01 01 N

SOLD TO:
 #BWNHQPV
 #1110 7426 30#

ACCOUNTS PAYABLE

MOORE COUNTY SCHOOLS
 PO BOX 1180
 CARTHAGE NC 28327-1180

SHIP TO:
 KENDT EKLUND
 MOORE COUNTY SCHOOLS
 STE IT 180 PINCKNEY RD STE IT
 CARTHAGE, NC 28327-6004

Handwritten initials: RA, KE

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
54	54	210-ADWO	Dell Chromebook 11	EA	224.73	12,135.42
54	54	580-AEEO	Internal English (US) Keyboard - Black	EA	-	-
54	54	389-BFZY	UPC Label UPC884116176541	EA	-	-
54	54	555-BBRS	Intel Dual Band Wireless-AC 72 60 802.11 ac/a/b/g/n 2x2 + Blu etooth 4.0 LE Half Mini Card	EA	-	-
54	54	340-AGYZ	System Documentation, Multi Language, Chromebook 11	EA	-	-
54	54	801-5338	*Dell Limited Hardware Warranty Initial Year	EA	-	-
54	54	802-1011	*Onsite/In-Home Service After Remote Diagnosis, 1 Year	EA	-	-
54	54	802-1013	*Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	EA	-	-
54	54	975-3461	*Dell Limited Hardware Warranty Extended Year(s)	EA	-	-
54	54	801-5268	*Accidental Damage Service, 3 Years	EA	-	-
54	54	340-ANMZ	Placemat	EA	-	-
54	54	332-0550	Dell.com Order	EA	-	-
54	54	451-BBNH	3 Cell Primary Battery	EA	-	-
54	54	329-BCLO	Intel Celeron Processor - Baytrail-M, 4GB Memory	EA	-	-
54	54	332-1530	Dell.com Order	EA	-	-
54	54	320-BBND	Non-Touch LCD Back Cover (Black)	EA	-	-
54	54	328-BCBH	Shipment Box	EA	-	-
54	54	340-ABFC	Directship info mod	EA	-	-
54	54	998-BLXY	Fixed Hardware Configuration	EA	-	-
54	54	340-AQVB	Intel Celeron Processor Label	EA	-	-
54	54	817-BBBC	Not Selected in this Configuration	EA	-	-
54	54	391-BBYI	11.6" HD Non-Touch LCD	EA	-	-
54	54	492-BBDD	65 Watt AC Adaptor	EA	-	-
54	54	537-BBBL	US Power Cord	EA	-	-
		System Service Tags	13FVLD2, JTM32D2, 1RT1KD2, 1ZM32D2, 2DP1KD2, 2WM32D2, 2XM32D2, 33N32D2,			

Ship. &/or Handling	\$	0.00
Subtotal	\$	12,135.42
Taxable:	Tax:	
\$ 12,135.42	\$	819.16
ENVIRO FEE	\$	0.00
Invoice Total	\$	12,954.58

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.



DETACH AT PERFORATION AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
 C/O DELL USA L.P.
 PO BOX 534118
 ATLANTA, GA 30353-4118

Invoice Number: XK12NNK14
 Customer Name: MOORE COUNTY SCHOOLS
 Customer Number: 111074263
 Purchase Order: 8584744
 Order Number: 103719396

Ship. &/or Handling	\$	0.00
Subtotal	\$	12,135.42
Taxable:	Tax:	
\$ 12,135.42	\$	819.16
ENVIRO FEE	\$	0.00
Invoice Total	\$	12,954.58
	\$	
	\$	
	\$	
Balance Due	\$	12,954.58
Amt. Enclosed	\$	



000XK12NNK1400000012954582401110742637



This is your **INVOICE**

FID Number: 74-2616805
Sales Rep: ERNESTO GOMEZ
For Sales: (800)695-8133
Sales Fax: (877)204-8109
For Customer Service: (800)695-8133
For Technical Support: (800)822-8965
Dell Online: <http://www.dell.com>

Customer Number: 111074263
Purchase Order: 8584744
Order Number: 103719396
Order Date: 07/14/16

Invoice Number: **XK12NNK14**

Invoice Date: 07/15/16
Payment Terms: NET DUE 30 DAYS
Due Date: 08/14/16
Shipped Via: Mach 1
Waybill Number: 103695745

24 01 O 01 01 N

SOLD TO:

ACCOUNTS PAYABLE

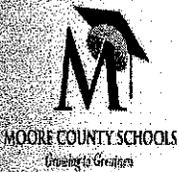
MOORE COUNTY SCHOOLS
PO BOX 1180
CARTHAGE NC 28327-1180

SHIP TO:

KENDT EKLUND
MOORE COUNTY SCHOOLS
STE IT 180 PINCKNEY RD STE IT
CARTHAGE, NC 28327-6004

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
			3C42KD2, 3CN32D2, 3YM32D2, 4HM32D2, 4L52KD2, 57V1KD2, 5BN32D2, 5Z42KD2, 6BD32D2, 6C42KD2, 6D42KD2, 7BN32D2, 7R52KD2, 8BM32D2, 8WM32D2, 94M32D2, 9XM32D2, BG42KD2, BH52KD2, BXM32D2, C082KD2, C4M32D2, CQM32D2, D442KD2, D492KD2, DJ42KD2, DK42KD2, DZM32D2, F1V1KD2, F242KD2, F8N32D2, FF42KD2, FK52KD2, FS52KD2, FYD32D2, GH42KD2, GS52KD2, GZR1KD2, H142KD2, H3M32D2, H5V1KD2, H7W1KD2, HP52KD2, HWM32D2, JJM32D2, 1ND32D2			



MOORE COUNTY SCHOOLS

P.O. BOX 1180
 5277 US HWY 15/501 S
 CARTHAGE, NC 28327

Purchase Order

PO Number: 8584744
 Date: 07/13/2016
 Delivery Date: 07/13/2016
 Page: 1

Vendor: 1063

Ship To:

DELL - NON-CATALOG ONLY
 One Dell Way Bldg 8 Box 8747
 Austin, TX 78682
 Phone: (800)981-3355
 Fax: (866)501-8288

910-947-6673
 ATTN: KENDT EKLUND
 180 PINCKNEY ROAD
 SUITE IT
 CARTHAGE, NC 28327

Qty	Unit	Vend Item #	Description	Unit Cost	Discount	Total
4.9000.475.522.000.510.07			COUNTY FUNDS-DIGITAL LEARNING			
150.00	EA	Q#73108581 0	Chromebook 11	224.73	0.00	33,709.50
150.00	EA	Q#73108581 0	Google License	24.00	0.00	3,600.00

RECEIVED
 AUG 03 2016
 PH

RECEIVED
 SEP 08 2016
 MCS FINANCE DEPT.

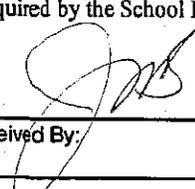
CAR - 4th & 5th Grade Use
 WO#42242

Subtotal: 37,309.50
 Discount: 0.00
 Shipping: 0.00
 Tax: ~~2,518.30~~
 Total: ~~30,827.80~~
 39827.91

2518.41

OK
 to pay
 LA

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

Received By: 

Date: 9/8/16

Agenda Item: V. I .
Meeting Date: Sept. 20, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Randall Leland, County Attorney
DATE: September 9, 2016
SUBJECT: Moore County Partners in Progress
PRESENTER: Misty Randall Leland, County Attorney

REQUEST:

This is a request to provide funding to Partners in Progress (“PIP”) for certain economic development duties, services, goods, and programs offered by PIP which constitute a public purpose to benefit the citizens and residents of the County.

BACKGROUND:

In consideration of \$100,000.00, PIP will undertake efforts to promote economic development in Moore County, identify and assist in the recruitment and expansion of industrial and commercial projects, create and distribute printed promotional materials and Internet-based electronic information to support efforts to promote recruitment of new companies to Moore County, and encourage expansion of companies located in Moore County.

IMPLEMENTATION PLAN:

None.

FINANCIAL IMPACT STATEMENT:

\$100,000.00 to PIP, which will be paid to PIP in four equal installments with the first payment being made within 30 days following September 30, 2016.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Economic Development Agreement with Moore County Partners in Progress and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

1. Partners in Progress Funding Agreement for FY 2016-2017

STATE OF NORTH CAROLINA

THIS AGREEMENT is made and entered into this 19th day of July, 2016, 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, 2016, and terminating June 30, 2017.
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 quarterly installments of which the first shall be due and payable on September 15, 2016.
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

ATTEST:

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

**MOORE COUNTY
PARTNERS IN PROGRESS**

ATTEST:

By: John M. May
Title: CHAIRMAN

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.

Caroline M. King
Finance Officer

Agenda Item: V.J.
Meeting Date: 9/20/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura Williams on behalf of Public Works
DATE: 9/16/2016
SUBJECT: Sole Source Approval for Purchase of Water Meters

REQUEST:

Approve Carolina Meter Supply as the sole source for purchase of radio-read water meters.

BACKGROUND:

Moore County Public Works standardized on radio-read water meters over six years ago. This technology allows for meter technicians to drive by a meter and obtain the reading remotely for billing purposes. The meters selected are manufactured by Badger, which is supplied by Carolina Meter. The County's billing software is programmed to receive the data from these meters only. This is therefore sole source procurement. The Board approved the purchase of these meters from Carolina Meter Supply on August 16, 2016 and sole source approval is requested.

FUNDING SOURCE / FINANCIAL IMPACT:

This is a budgeted item.

IMPLEMENTATION PLAN:

Purchase the meters as inventory to fulfill new tap requests throughout the year.

RECOMMENDATION SUMMARY:

Make a motion to approve Carolina Meter and Supply as the sole source for purchase of water meters in the amount of \$35,394.40 plus tax, and authorize the Chairman to sign the sole source justification form.

ATTACHMENTS:

Sole Source Form

SOLE SOURCE JUSTIFICATION FORM
(for items costing \$5000.00 or more)

Vendor: Carolina Meter and Supply

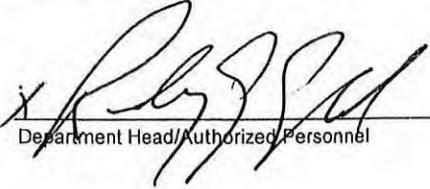
Item: Meters and Registers

Estimated expenditure for the Above Item: \$ 35,394.40

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. Sole source is for the original manufacturer or provider, this is the only area distributor.
2. The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. The parts/equipment are required from this source to permit standardization.
5. None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.



Department Head/Authorized Personnel

Public Works / Utilities

Department

Moore County Manager

Date

Agenda Item: Call for Public Hearing
Meeting Date: 09/20/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest
DATE: 09/20/2016
SUBJECT: Call for Public Hearing on Bond Refunding
PRESENTER: Caroline Xiong

AGENDA PLACEMENT:

REQUEST:

Request the Board adopt the attached resolution calling for a public hearing. The public hearing is in connection with the County's consideration of the issuance of limited obligation bonds of the County in an amount not to exceed \$33,000,000 in order to refund certain existing limited obligation bonds and to acquire refunding bonds of the East Moore Water District.

Request the Board to consider a motion to Proceed with the 2010 Limited Obligation Bond and East Moore Water District USDA refunding using a negotiated sale approach, allow Moore County's financial advisor, Davenport and Company to assist with the development of the request for proposal (RFP) for selecting the underwriting firm(s), and allow Davenport and Company to select the most qualified firm(s) from the submitted proposals.

BACKGROUND:

Moore County financial advisors, Davenport & Company provided a presentation detailing the analysis of the bond and East Moore Water District refunding as well as the potential savings. In order to proceed with the refunding, a public hearing is required.

IMPLEMENTATION PLAN:

Upon adoption of the attached resolution, a notice of the public hearing will be posted and the public hearing will be held on October 4, 2016

FINANCIAL IMPACT STATEMENT:

RECOMMENDATION SUMMARY:

Request 1:

Request the Board adopt the attached resolution calling a public hearing in connection with the County's consideration of the issuance of limited obligation bonds of the County in an amount not to

exceed \$33,000,000 in order to refund certain existing limited obligation bonds and to acquire refunding bonds of the East Moore Water District.

Request 2:

Request the Board to consider a motion to Proceed with the 2010 Limited Obligation Bond and East Moore Water District USDA refunding using a negotiated sale approach, allow Moore County's financial advisor, Davenport and Company to assist with the development of the request for proposal (RFP) for selecting the underwriting firm(s), and allow Davenport and Company to select the most qualified firm(s) from the submitted proposals.

SUPPORTING ATTACHMENTS:

Preliminary Resolution for Moore County LOBs Refunding
Notice of Public Hearing information

The Board of Commissioners of the County of Moore, North Carolina, held a regular meeting in the in the Commissioners' Meeting Room, Second Floor of the Historic Courthouse located at 1 Courthouse Square in Carthage, North Carolina, the regular place of meeting, at 5:30 p.m., on September 20, 2016.

Present: Chairman Nick Picerno, presiding, and Commissioners

Absent: _____

Also Present: Wayne Vest, County Manager; Caroline Xiong, Chief Financial Officer; Laura Williams, Clerk to the Board; _____

* * * * *

_____ introduced the following resolution the title of which was read and copies of which had been distributed to each Commissioner:

RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH THE COUNTY'S CONSIDERATION OF THE ISSUANCE OF LIMITED OBLIGATION BONDS OF THE COUNTY IN AN AMOUNT NOT TO EXCEED \$33,000,000 IN ORDER TO REFUND CERTAIN EXISTING LIMITED OBLIGATION BONDS AND TO ACQUIRE REFUNDING BONDS OF THE EAST MOORE WATER DISTRICT

BE IT RESOLVED by the Board of Commissioners (the "Board of Commissioners") of the County of Moore, North Carolina (the "County") as follows:

Section 1. The Board of Commissioners does hereby find and determine as follows:

(a) The County has previously entered into a Trust Agreement, dated as of October 1, 2010 (the "Trust Agreement"), between the County and U.S. Bank National Association, as trustee, pursuant to which the County issued its Limited Obligation Bonds, Series 2010 now outstanding in the principal amount of \$27,005,000 (the "2010 Limited Obligation Bonds") to finance a new County public safety complex and certain utility improvements for the County, together with related costs.

(b) Based upon an economic analysis by Davenport and Company, financial advisor to the County, under current market conditions the County may be able to realize significant debt service savings by refunding all or some portion of the 2010 Limited Obligation Bonds. To carry out such refunding, the County would issue its Limited Obligation Bonds pursuant to the Trust Agreement and a Second Supplemental Trust Agreement between the County and U.S. Bank National Association, supplementing the Trust Agreement to provide funds to refund such 2010 Limited Obligation Bonds.

(c) Pursuant to Article 6 of Chapter 162A of the General Statutes of North Carolina, as amended (the "District Act"), the County has created a water district within the County known as

East Moore Water District (the “District”) as a municipal corporation and body corporate and politic under the laws of the State of North Carolina authorized by the laws of the State, including, without limitation, The Local Government Bond Act, Article 4 of Chapter 159 of the General Statutes of North Carolina, as amended (the “General Obligation Bonds Act”) to authorize and issue general obligation bonds to finance the cost of water utility improvements in the District.

(d) The District has heretofore authorized and issued its general obligation bonds (the “Refunded District Bonds”) in order to finance water system improvements, and the Refunded District Bonds bear interest at a rate that is higher than the interest rates available in the current financial markets and the District can realize significant interest savings from refunding the Refunded District Bonds.

(e) Pursuant to Section 160A-20 of the General Statutes of North Carolina (as amended, the “Act”), the County may finance the purchase of real or personal property by contracts that create a security interest in the property so acquired to secure repayment of the moneys advanced or made available for such purchase. The County has determined to consider a plan of finance under which (1) the District will authorize and issue general obligation refunding bonds (the “District Refunding Bonds”) to refund the Refunded District Bonds, such District Refunding Bonds to be purchased by the County, and (2) the County will, pursuant to the Second Supplemental Trust Agreement issue additional Limited Obligation Bonds to provide funds to the County for the purpose of financing the purchase of the District Refunding Bonds and (3) the County will pledge the District Refunding Bonds, the property acquired in the financing, to secure payment of the Limited Obligation Bonds.

(f) The Board has determined to call a public hearing to receive public input on the issuance of Limited Obligation Bonds in an amount not to exceed \$33,000,000 for the purpose of refunding a portion of the 2010 Limited Obligation Bonds and facilitating the issuance by the District of the District Refunding Bonds through the purchase thereof by the County from the proceeds of such Limited Obligation Bonds.

Section 2. A public hearing on the issuance of Limited Obligation Bonds in an amount not to exceed \$33,000,000 for the purpose of (1) refunding a portion of the 2010 Limited Obligation Bonds and (2) purchasing the District Refunding Bonds under the plan of finance described above is hereby scheduled for the regular meeting of the Board at 5:30 on October 4, 2016. The Clerk to the Board is hereby directed to cause notice of such public hearing to be published at the times and in the places as may be required by law for such public hearing.

Section 3. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner _____, the foregoing resolution entitled “RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH THE COUNTY’S CONSIDERATION OF THE ISSUANCE OF LIMITED OBLIGATION BONDS OF THE COUNTY IN ORDER TO REFUND CERTAIN EXISTING LIMITED OBLIGATION BONDS AND TO ACQUIRE REFUNDING BONDS OF THE EAST MOORE WATER DISTRICT” was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Laura Williams, Clerk to the Board of Commissioners for the County of Moore, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on September 20, 2016 as relates in any way to the passage of the foregoing resolution providing for the issuance of limited obligation bond refunding bonds of said County.

I HEREBY FURTHER CERTIFY that notice of said meeting was duly given in accordance with G.S. § 143-318.12.

WITNESS my hand and the corporate seal of said County, this 20th day of September, 2016.

Clerk to the Board

[SEAL]

NOTICE OF PUBLIC HEARING

Moore County (the “County”) has previously issued its Limited Obligation Bonds, Series 2010 now outstanding in the principal amount of \$27,005,000 (the “2010 Limited Obligation Bonds”) to finance a new County public safety complex and certain utility improvements for the County, together with related costs. The 2010 Limited Obligation Bonds are secured by a Deed of Trust on the public safety complex. The Board of Commissioners for the County has determined to consider whether to issue new Limited Obligation Bonds to refinance all or a part of the 2010 Limited Obligation Bonds. Such refinancing would result in debt service savings to the County. The new Limited Obligation Bonds would also be secured by the Deed of Trust on the public safety complex.

In addition, the County has created a water district within the County known as East Moore Water District (the “District”), and the District has previously issued its general obligation bonds to finance water system improvements in the District. The District may refinance such general obligation bonds to achieve debt service savings, and, to facilitate the transaction, the County may issue additional Limited Obligation Bonds of the County to provide funds for the County to purchase the District’s general obligation bonds. Such additional Bonds would also be secured by the Deed of Trust on the public safety complex.

The aggregate principal amount of new Limited Obligation Bonds to refund the 2010 Limited Obligation Bonds and to purchase the District general obligation bonds will not exceed \$33,000,000.

Section 160A-20(g) of the General Statutes of North Carolina requires that the County hold a public hearing prior to issuing such Limited Obligation Bonds. If the Board of Commissioners for the County so determines, an application will be submitted to the Local Government Commission of North Carolina for approval of the issuance of the Limited Obligation Bonds.

Please take notice that the Board of Commissioners for the County will conduct a public hearing in the Commissioners’ Meeting Room, Second Floor of the Historic Courthouse located at 1 Courthouse Square in Carthage, North Carolina, the regular place of meeting, at the Commissioners regular meeting at 5:30 p.m. on October 4, 2016 at which time any person may be heard regarding the proposed Limited Obligation Bonds described above.

Any person wishing to comment in writing regarding the proposed Agreement should do so prior to October 4, 2016 to the County of Moore, 1 Courthouse Square, Carthage, North Carolina 28327, Attention: Laura Williams, Clerk to the Board of Commissioners.

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

Meeting

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sheriff Neil Godfrey

DATE: September 8, 2016

SUBJECT: Contract with Stanley Convergent Security Solutions for the Purchase and Programming for Twenty-two (22) Cameras in the Rick Rhyne Public Safety Center

REQUEST:

We are requesting that the Board of Commissioners approve the attached contract with Stanley Convergent Security Solutions to provide and program twenty-two additional cameras within the booking area and inmate housing areas of the Rick Rhyne Public Safety Center.

BACKGROUND:

Stanley Convergent Security Solutions provided the equipment and designed the security electronics in the Rick Rhyne Public Safety Center. The security electronics include the touch-screen control system, the door control system, the intercom system, the CCTV System, the Access Control Interface, the Duress System, the Utility Control Interface, the Security Management System and software for these systems.

We did not install cameras in the rear stairways of the housing units during the construction of the facility. There is a security concern preventing detention officers from using the rear staircases while doing security rounds because they are not visible to the officers monitoring the cameras in the control towers. The addition of these cameras in these areas will enable the detention officers conducting the security rounds to perform these duties more safely, effectively and efficiently.

We have several hallway areas where the camera view does not allow the officers in the control rooms to sufficiently observe activity in these areas. The addition of cameras in these areas will eliminate this issue.

The cameras will be installed by Sergeant David Bishop with assistance from Property Management which has reduced the overall cost for this project.

IMPLEMENTATION PLAN:

The terms and conditions of this contract will be implemented upon the approval of the contract by the Board of Commissioners.

The cameras will be installed by Sergeant David Bishop and Property Management.

The cameras will enable detention officers to perform their duties more safely, effectively and efficiently. Some of the cameras will be located in the rear stair cases of the housing units. The remaining cameras will be installed in hallways in order to improve the view provided to the officers in the control rooms and to eliminate blind spots in three hallways.

FINANCIAL IMPACT STATEMENT:

The cost for the cameras will be paid from available SCAAP Funds, funds provided by the State Criminal Alien Assistance Program managed by the U.S. Bureau of Justice Assistance.

RECOMMENDATION SUMMARY:

Sheriff Godfrey recommends that the contract for this work be approved.

Motion to approve the sole source contract with Stanley Convergent Security Solutions, Inc. for the purchase and programming of twenty-two (22) cameras for the Rick Rhyne Public Safety Center and to authorize Chairman Nick Picerno to sign the contract pending the final approval by County Attorney Misty Leland and the Pre-Audit by Finance Director Caroline Xiong.

SUPPORTING ATTACHMENTS:

1. Copy of the proposed contract with Stanley Convergent Security Solutions, Inc.
2. Copy of the quote for this project from Stanley Convergent Security Solutions, Inc.
3. Sole Source Letter from Stanley Convergent Security Solutions, Inc.

COUNTY OF MOORE

This Contract is entered into the 2nd day of September, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Stanley Convergent Security Solutions, Inc., an incorporation formed under the laws of the State of Delaware (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 September 2, 2016, through December 31, 2016.

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 \$50,465.00 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

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this 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 SHERIFF'S OFFICE
ATTN: NEIL GODFREY, SHERIFF
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: DUSTY HACKLEMAN
SENIOR SALES ENGINEER
STANLEY CONVERGENT SECURITY
SOLUTIONS, INC.
14670 CUMBERLAND ROAD
NOBLESVILLE, IN 46060

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

Nick J. Picerno, Chairman
Moore County Board of Commissioners

CONTRACTOR

By: PAZ HICKOK
Title: DIRECTOR OF IS

PREAUDIT CERTIFICATE

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

Carrie G. King
Finance Officer

SCOPE OF SERVICES

A. The Contractor will provide all labor, material and equipment necessary to provide the following services:

1. Engineering documentation updates;
2. PLC program modifications;
3. Touch screen design changes;
4. Security Management Server updates;
5. Genetec NVR software configuration;
6. Assembly; and
7. On-site validation.

B. The Contractor will sell to the County the following:

<u>ITEM</u>	<u>QTY</u>
1. Bosch Mini-Dome IP Camera (NDC-455V03-21PS)	16
2. Bosch No-Grip Corner-Mount IP Camera (NCN-90022-F1)	4
3. Arecont Omni-Directional, Multi-Sensor, Interior, IP Cameras with Mounting Adapter (AV12176DN-28)	2
4. Genetec Camera License	22
5. 24-Port PoE Network Switch	1

C. The Contractor will provide the County with all manufacturer warranties for all products sold under this Contract.

D. The Contractor will provide the County with no less than its standard warranty for all services provided under this Contract.

E. This Contract includes all costs associated with any travel or other expenses necessary for the Contractor to provide the services under this Contract.

F. This Contract includes all freight for all products to be sold under this Contract.

G. The County will be responsible for the following:

1. Providing and installing any necessary conduit, raceway, and backboxes;
2. Providing, pulling, and terminating the CAT6 cable;
3. Mounting the cameras; and
4. Aiming the cameras.

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT is made and entered into this 2nd day of SEPTEMBER, 2016 by and between the County of Moore, North Carolina ("County") and the Contractor, Stanley Convergent Security Solutions, Inc. of Noblesville, Indiana (hereinafter referred to as "Contractor"), which Addendum shall be attached to and made a part of the certain Contract for Services dated September 2, 2016 (collectively the "Contract") for the Work and Services identified in the Contract.

The County submitted its Contract for Services to Contractor which contains terms not contained in Contractor's Quotations and related documents. Contractor hereby accepts the terms of the Contract subject to County's acceptance of the terms of this Addendum. Allowing Contractor to commence its Work shall constitute acceptance by County of this Addendum and all of its terms and conditions. This Addendum shall be controlling over any inconsistent or contradictory term or provision of the Contract, or prior addenda or amendments thereto, or any other terms or provisions of the Contract Documents.

WITNESSETH THAT County and Contractor agree as follows:

IN WITNESS WHEREOF, this Addendum is deemed to be binding and effective as of the day and year first written above, notwithstanding different dates of execution hereof by the County and Contractor.

Change No.

Change

1. In Section 6 of the Contract for Services, delete the term "indirect, or consequential" on the third line.
2. Directly following this paragraph, insert the following new paragraph under Section 6:

Notwithstanding the foregoing, under no circumstances shall Contractor be liable to or owe any indemnity obligation to County, or any other person or entity for incidental, indirect or consequential damages arising out of or in any way connected with the Contract or the performance of its Work.

COUNTY: MOORE COUNTY, NORTH CAROLINA

Signature: _____

Print Name and Title: Nick J. Picerno, Chairman

Date: _____

CONTRACTOR: STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

Signature: Per A/H

Print Name and Title: PAT HICKOK, DIRECTOR OF IS

Date: 9/9/16

To:	Sheriff Neil Godfrey
Organization:	Moore County Jail
Phone:	910-947-2931
Email:	ngodfrey@moorecountync.gov

QUOTATION #160012-4	Moore County, NC – Add 22 IP Cameras
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August 22, 2016

Dear Sheriff Godfrey:

Per your request, we have attached pricing for the addition of fourteen (14) IP Cameras. The cameras will be distributed as follows:

Headend MC101

- Room B102 – Camera Type will be Bosch NDC-455V03-21PS
- Room STF102 – Camera Type will be Bosch NDC-455V03-21PS
- Room B103 – Camera Type will be Arecont Omni-Directional, Multi-Sensor AV12176DN-28
- Room B113 – Camera Type will be Arecont Omni-Directional, Multi-Sensor AV12176DN-28

This headend location has four (4) spare network switch ports on the video VLAN. This will leave no spare ports in this area. We have not included any additional video storage in this proposal. Therefore, these four (4) additional cameras will utilize the existing storage equipment, potentially reducing the overall retention time.

Headend HA320

- Room HAA103 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAB103 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC103 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAD103 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAA203 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAB203 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC203 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAD203 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAA303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAB303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAD303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC403 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAD403 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAA107 – Camera Type will be Bosch NCN-90022-F1
- Room HAB107 – Camera Type will be Bosch NCN-90022-F1
- Room HAC107 – Camera Type will be Bosch NCN-90022-F1
- Room HAD107 – Camera Type will be Bosch NCN-90022-F1

This headend location has two (2) spare network switch ports on the video VLAN. Therefore, one (1) new 24-Port PoE network switch will be provided in this area as part of this quotation. This will leave four (4) spare ports in this area. We have not included any additional video storage in this proposal. Therefore, these fourteen (14) additional cameras will utilize the existing storage equipment, potentially reducing the overall retention time.

You will be responsible for the following:

- Providing and installing any necessary conduit, raceway, and backboxes.
- Providing, pulling, and terminating the CAT6 cable.
- Mounting the cameras.
- Aiming the cameras.

The price includes the equipment listed below plus labor for engineering documentation updates, PLC program modifications, Touch screen design changes, Security Management Server updates, Genetec NVR software configuration, and on-site validation.

We have not included pricing for conduit, wire, installation, or terminations required, making this a complete, working system. You will be responsible for supplying, pulling, and terminating the CAT6 cable from the PoE camera location to the PoE Switch location. This cable distance cannot exceed 300'. You will be required to coordinate with the owner for the exact location for these cameras to be installed.

Equipment and services included:

- (16) Bosch Mini-Dome IP Camera (NDC-455V03-21PS)
- (4) Bosch No-Grip Corner-Mount IP Camera (NCN-90022-F1)
- (2) Arecont Omni-Directional, Multi-Sensor, Interior, IP Cameras with Mounting Adapter (AV12176DN-28)
- (22) Genetec Camera License
- (1) 24-Port PoE Network Switch
- (1 lot) Labor, Engineering Documentation updates
- (1 lot) Labor, PLC program modifications
- (1 lot) Labor, Touch screen design changes
- (1 lot) Labor, Security Management Server updates
- (1 lot) Labor, Genetec NVR software configuration
- (1 lot) Labor, Assembly
- (1 lot) Labor, On-Site Validation
- (1 lot) Travel & Living Expenses (Airfare, Rental Car, Hotel, Meals, etc.)
- (1 lot) Freight
- (1 lot) Warranty
- (1 lot) 6.75% Sales Tax

Price (Taxes not included) \$ 47,274.00
6.75% Sales Tax \$ 3,191.00
Total Price \$ 50,465.00

Stanley Convergent Security Solutions guarantees its engineering and hardware to be free from defects for a period of 90 days, unless otherwise specified. This warranty does not include acts of God or abuse by the owner.

Terms are per due upon receipt. We are not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

We work under the terms of a purchase order or signed agreement only. No applicable bonding has been included in our price. However, 6.75% sales tax and shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please fax the Purchase order or signed sales agreement to 317-776-3508 and send the original to our office to my attention. The price is valid for 30 days. If you have any questions, please feel free to call.

Sincerely,



Dusty Hackleman
Senior Sales Engineer
dustin.hackleman@sbdinc.com
317-703-1159 Direct Line

To:	Sheriff Neil Godfrey
Organization:	Moore County Jail
Phone:	910-947-2931
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- Room HAC203 – Camera Type will be Bosch NDC-455V03-21PS
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- Room HAB303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAD303 – Camera Type will be Bosch NDC-455V03-21PS
- Room HAC403 – Camera Type will be Bosch NDC-455V03-21PS
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- Providing, pulling, and terminating the CAT6 cable.
- Mounting the cameras.
- Aiming the cameras.

The price includes the equipment listed below plus labor for engineering documentation updates, PLC program modifications, Touch screen design changes, Security Management Server updates, Genetec NVR software configuration, and on-site validation.

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Equipment and services included:

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- (4)Bosch No-Grip Corner-Mount IP Camera (NCN-90022-F1)
- (2)Arecont Omni-Directional, Multi-Sensor, Interior, IP Cameras with Mounting Adapter (AV12176DN-28)
- (22)Genetec Camera License
- (1)24-Port PoE Network Switch
- (1 lot)Labor, Engineering Documentation updates
- (1 lot)Labor, PLC program modifications
- (1 lot)Labor, Touch screen design changes
- (1 lot)Labor, Security Management Server updates
- (1 lot)Labor, Genetec NVR software configuration
- (1 lot)Labor, Assembly
- (1 lot)Labor, On-Site Validation
- (1 lot)Travel & Living Expenses (Airfare, Rental Car, Hotel, Meals, etc.)
- (1 lot)Freight
- (1 lot)Warranty
- (1 lot)6.75% Sales Tax

Price (<i>Taxes not included</i>).....	\$ 47,274.00
6.75% Sales Tax	\$ 3,191.00
Total Price	\$ 50,465.00

Stanley Convergent Security Solutions guarantees its engineering and hardware to be free from defects for a period of 90 days, unless otherwise specified. This warranty does not include acts of God or abuse by the owner.

Terms are per due upon receipt. We are not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

We work under the terms of a purchase order or signed agreement only. No applicable bonding has been included in our price. However, 6.75% sales tax and shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please fax the Purchase order or signed sales agreement to 317-776-3508 and send the original to our office to my attention. The price is valid for 30 days. If you have any questions, please feel free to call.

Sincerely,



Dusty Hackleman
Senior Sales Engineer
dustin.hackleman@sbdinc.com
317-703-1159 Direct Line

September 7, 2016

Sheriff Neil Godfrey
Moore County Sheriff's Office
302 South McNeill Street
Carthage, NC 28327
910-947-2931
ngodfrey@moorecountync.gov

Dear Sheriff Godfrey,

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

Regards,



Dusty Hackleman
Senior Sales Engineer
dustin.hackleman@sbdinc.com
317-703-1159 Direct Line

Agenda Item: VIII.B.
Meeting Date: September 20, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sheriff Neil Godfrey

DATE: September 14 2016

SUBJECT: Contract with NMS Labs for Forensic Drug Analysis and DNA Testing

REQUEST:

We are requesting that the Board of Commissioners approve the attached contract and sole source justification with NMS Labs to provide forensic drug analysis and DNA testing for criminal investigations.

BACKGROUND:

The Moore County Sheriff's Office and other law enforcement agencies have relied upon the North Carolina State Crime for forensic drug analysis and DNA testing for the past several years. There has been a significant case backlog in the State Crime Lab. This backlog has resulted in the delayed arrests and the delayed criminal prosecution of criminal suspects. In some cases, the backlog has resulted in cases being dismissed. While the backlog has been reduced during the past few years, the backlog still exists. Last year, the Sheriff's Office and other law enforcement agencies in this area contracted with NMS labs for forensic drug analysis and DNA testing. Other agencies include the Cumberland County Sheriff's Office, the Fayetteville Police Department and the Harnett County Sheriff's Office. We found that the lab work completed by NMS labs enabled the Sheriff's Office to prosecute criminal cases in both State Court and Federal Court in a very timely manner.

IMPLEMENTATION PLAN:

The terms and conditions of this contract will be implemented upon the approval of the contract by the Board of Commissioners.

FINANCIAL IMPACT STATEMENT:

The cost for the work in this contract will be paid from available funds in our current budget that were previously budgeted for this purpose and approved by the Board of Commissioners in the FY2017 County Budget.

RECOMMENDATION SUMMARY:

Sheriff Godfrey recommends that the contract for this work be approved.

Motion to approve the sole source contract with NMS Labs for providing forensic drug analysis and DNA testing for the Sheriff's Office and to authorize the county manager to sign the contract.

SUPPORTING ATTACHMENTS:

1. Copy of the proposed contract with NMS Labs.
2. Sole Source Justification for contracting with NMS Labs



LABORATORY SERVICES AGREEMENT
Agreement No. 100000-IFS-MOORENC

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 3701 Welsh Road, Willow Grove, PA 19090, agrees to provide laboratory testing and related services for County of Moore acting by and through its department, the Moore County Sheriff's Office ("Client") located at Rick Rhyne Public Safety Center, 302 S McNeill St, Carthage, NC 28327 pursuant to the terms and conditions of this Agreement.

I. SERVICES PROVIDED

- a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.
- b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement is **July 1, 2016** and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from **July 1, 2016** and ending on the Completion Date of **June 30, 2017**, unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

III. COMPENSATION

NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A & B.

IV. USE OF SUBCONTRACTORS

- a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.
- b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

V. USE OF NETWORK LABS

Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its ABFT and/or ASCLD/LAB accredited network laboratories to perform all or part of the work performed under this agreement.

VI. CLIENT RESPONSIBILITIES

- a. Client's personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.
- b. Client shall adhere to the sample submission requirements set forth by NMS Labs located at: <http://www.nmslabs.com/sample-submission/>
- c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs' sample submission requirements, NMS Labs will proceed with the following action:

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- 1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;
- 2) Take no action with regards to any non-conforming samples unless the parties amend the current agreement to provide for such testing.

Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with **thirty (30)** days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

IX. PAYMENT

- a. The Total Annual Amount of this Agreement is Not to Exceed \$40,000 per year.
- b. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.
- c. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1 %) per month or the maximum rate that the law permits, whichever is less.
- d. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.
- e. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all terms of this Agreement, all information

and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain, including the North Carolina Public Records Act, through no fault of a party, and (iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS

- a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.

XIV. NO OTHER WARRANTIES

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL NMS LABS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO; MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISHANDLING OR LOSS OF TESTING RESULTS. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of



action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereto or any of their respective family members), arising out of, incident to, or in connection with this Agreement or in connection with such party's infringement of any third party's Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

XVIII. GOVERNING LAW/VENUE

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, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party's expenses and costs of such including, but not limited to, the fees and expenses of such party's attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

XIX. HIPAA COMPLIANCE

Each party, represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

XX. Exhibits

The following Exhibits are incorporate as part of this agreement:

- **Exhibit A** – Pricing
- **Exhibit B** – Customized Terms
- **Exhibit C** – Contract Addendum for Contracts with any Department of Moore County Government



XXI. Notices

1. All Notices will be in writing and addressed as follows:

To National Medical Services, Inc.:

ATTN: Andrew Nolan
Vice President of Finance
3701 Welsh Road
Willow Grove, PA 19090

To Client:

Moore County Sheriff Office
Sheriff Neil Godfrey
Rick Rhyne Public Safety Center
302 S McNeill St, Carthage, NC 28327
(910) 947-2931

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.

XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

Account Number(s): 41622



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

NATIONAL MEDICAL SERVICES, INC.
d/b/a NMS Labs

Client (Signature)

By Pierre G. Cassigneul
(Signature)

Name (Print)

Pierre G. Cassigneul
Name (Print)

Title (Print)

President & CEO
Title (Print)

Date

8/18/16
Date

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EXHIBIT A - PRICING

Amount due to NMS Labs for the work performed under this agreement is as outlined in this Exhibit:

Section 1. – PRICING INCLUDED IN MONTHLY SERVICE FEE

NMS Labs agrees to provide laboratory testing services to:

Client Billing Address:
 Moore County Sheriff Office
 Sheriff Neil Godfrey
 Rick Rhyne Public Safety Center
 302 S McNeill St, Carthage, NC 28327
 (910) 947-2931

Client Account Number(s): 41622
 Pricing Effective Date: 8/1/2016
 Pricing Expiration Date: 6/30/2017

NMS Representative: Courtney Paul
 Phone: 267-565-0823
 E-mail: Courtney.paul@nmslabs.com

Pricing and Expected volumes for IFS services provided under this agreement are as listed below.

Acode	Description	Projected Volume Covered under Contract Amount	Price per Test
99100	Monthly Services Fee Includes testing and services listed below	12	\$2,500.00
Testing included in Monthly Service Fee			
11000	Blood Alcohol Content	0	\$115.00
26000	Controlled Substances - Dual GC/MS Scan	200	\$150.00
29000	Controlled Substances – Targeted ID by FTIR and Color		\$150.00
22000	Controlled Substances - GC/MS Scan and Color		\$150.00
23000	Controlled Substances - Pharmaceutical ID and GC/MS Scan		\$150.00
21000	Controlled Substances -Marijuana only by Microscopic, Color and TLC		\$150.00
21500	Controlled Substances - Marijuana plus other drugs by Microscopic, Color and TLC		\$150.00
22500	Controlled Substances ID by GC/MS Scan and Botanical Color		\$150.00
24000	Pharmaceutical Identification (Visual Exam Only)		\$150.00



29100	Controlled Substances – Cocaine Salt vs. Base Determination by FTIR (Hourly rate)	10	\$327.00
NMS8150B	ProofPOSITIVE® Drug Impaired Driving/DRE Toxicology Panel, Blood	0	\$275.00
91100ES	IFS Local - Expert Opinion Report (Hourly	8	\$75.00
94000ES	IFS Local -Testimony (Hourly Rate)		\$350.00
91300ES	IFS Local -Travel Time (Hourly Rate)		\$175.00
92100ES	IFS Local -Deposition (Hourly Rate)		\$350.00
96600ES	IFS Local -Pretrial Preparation (Hourly		\$350.00
95300ES	IFS Local -BAC Litigation Package		30
99000ES	IFS Local -Litigation Support Package	\$75.00	
97100	Affidavits	10	\$75.00
RETURN	Specimen Return/Handling		\$50.00
99200	Evidence Return/Handling	60	\$50.00

Monthly Service Fee for IFS Services Outlined Above

The services outlined in the table above will be billed at \$2,500 per month for twelve (12) months (July 1, 2016- June 30, 2017) for a total estimated annualized cost of \$30,000. The total estimated annualized cost is based on the volume of services as outlined in the table above.

NMS Labs reserves the right to renegotiate the pricing for the work performed under this agreement throughout the term of this Agreement, if the volume of monthly submissions is trending at a rate that exceeds the annual estimate as outlined in the table above. Should NMS Labs determine that renegotiations are required then Moore County and NMS Labs will mutually agree on either an increased monthly service fee and/or charging for tests exceeding volumes outlined in the table above at a price per test basis.

Section 2. – Pricing for DNA Services

Pricing and Expected volumes for DNA services provided under this agreement are as listed below.

Acode	Description	Estimated Qty	Price under Agreement 2016-2017	*Estimated Expenditures
7305	DNA Amplification (Autosomal STR Amplification Only)	No estimate can be provided	\$450.00	No estimate can be provided
7300	DNA Analysis, Autosomal STR (Casework)	7	\$525.00	\$3,675.00
7308	DNA Analysis, Autosomal STR (Reference)	3	\$420.00	\$1,260.00
7500	Forensic Biology Expedited Process	No estimate can be provided	\$328.00	No estimate can be provided
7359	Database Property Crime	45	\$110.00	\$4,950.00
7301	DNA Analysis, Differential Extraction and Autosomal STR (Sex Assault sample)	No estimate can be provided	\$700.00	No estimate can be provided
7365	DNA Analysis, Data Pack	2	\$100.00	\$200.00
7306	DNA Analysis, Y-STR (Casework)	No estimate can be provided	\$578.00	No estimate can be provided
7357	DNA Analysis, Y-STR (Reference)	No estimate can be provided	\$473.00	No estimate can be provided
7090	Sexual Assault Victim Evidence Collection Kit Examination	No estimate can be provided	\$180.00	No estimate can be provided
98200	Professional Services (Hourly Rate)	No estimate can be provided	\$295.00	No estimate can be provided
DNA Testing Estimated Total based on Estimated Volumes Listed Above				\$10,085**

DNA Expert Service Fees***				
99019ES	DNA/FR Biology Testimony - Technical Director/ Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99001ES	DNA/FR Biology Travel - Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99002ES	DNA/FR Biology Testimony - Biologist/Admin. Technician	No estimate can be provided	100.00/hour	No estimate can be provided
99003ES	DNA/FR Biology Travel - Biologist/Admin. Technician	No estimate can be provided	100.00/hour	No estimate can be provided
99018ES	DNA/FR Biology Litigation Package	No estimate can be provided	\$50.00	No estimate can be provided
99004ES	DNA/FR Biology Expert Opinion- Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99009ES	DNA/FR Biology Deposition - Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99010ES	DNA/FR Biology Deposition - Biologist/Admin. Technician	No estimate can be provided	100.00/hour	No estimate can be provided
99011ES	DNA/FR Biology Pre-Trial Prep- Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99012ES	DNA/FR Biology Pre-Trial Prep- Biologist/Admin Technician	No estimate can be provided	100.00/hour	No estimate can be provided
99013ES	DNA/FR Biology Phone Consult/Meeting - Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided
99014ES	DNA/FR Biology Phone Consult/Meeting - Biologist/Admin. Technician	No estimate can be provided	100.00/hour	No estimate can be provided
99016ES	DNA/FR Biology Case Review - Technical Director/Leader	No estimate can be provided	150.00/hour	No estimate can be provided

*These are annual estimates only, and are dependent upon test choice and actual volumes of testing submitted.

**The total annual amount provided is based on the average test price for the total annual volume estimated for these testing options.

***Note that all Expert Services rendered for DNA including testimony, travel, and support documentation are not included in the monthly service fee.

DNA Expert Services Travel Costs: Travel Costs associated with DNA Expert Services will be billed in addition to those fees included in the table above.



- **PRICING FOR LOCAL DNA DATABASING SERVICES:**

No samples may be submitted to NMS Labs for local DNA Databasing until a separate agreement has been fully executed between the parties.

- **COVERED TESTING ACODES WITH EXPECTED VOLUMES**

All other services not included in Exhibit A, ordered during this effective period, will be billed at prevailing List Price Fees. NMS Labs reserves the right to renegotiate the pricing for the work performed under this agreement if the projected volumes as listed above changes.

- **COVERED ENTITIES**

Unless specifically identified the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.



EXHIBIT B – Customized Terms

- **NON-COVERED TESTING**

Any services not included in Exhibit A and B necessary to the performance of the work in accordance with this Agreement shall be billed at prevailing List Price Fees.

- **EXPEDITED TESTING**

NMS Labs does not provide STAT testing however, an expedited turnaround time may be provided to the Client for an additional fee. This fee would be in addition to the pricing as listed in Exhibit A.

- **TESTIMONY AND TRAVEL COSTS**

Should the Client require NMS Labs to provide Experts for testimony or consultations, NMS Labs will charge the Client in accordance with Exhibit A.

- Eight (8) testimony events (inclusive of travel) for IFS Services as outlined in Section 1 of Exhibit A are incorporated as part of the monthly service fee. Should the client require more than eight (8) testimony events for IFS Services then the costs associated with Testimony for these services will be at rates as listed in Exhibit A.
- Testimony and associated travel costs for DNA Services will be billed separately and in addition to the monthly service fee at rates as listed in Section 2 of Exhibit A.

- **ADDITIONAL SERVICES**

The following services are included as part of this agreement as listed in Exhibit A:

- **Litigation Packages:** NMS Labs shall provide 30 Litigation packages to support IFS Services throughout the term of this agreement for fees as outlined in Section 1. of Exhibit A. NMS Labs shall provide Litigation Packages for DNA Services upon request for fees as outlined in Section 2. of Exhibit A.
- **Miscellaneous Forms:** Pricing included in Exhibit A includes administration of the following forms:
 - **Restitution:** To be provided in NMS Labs' standard format.
 - **Affidavits:** NMS Labs will provide un-notarized affidavits using NMS Labs' standard format. Affidavits will accompany reports submitted to the Client.

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs' Expert Services Fee Schedule.

- **SAMPLE RECEIPT –**

Under the terms of this agreement NMS Labs is able to receive samples in the two methods outlined below:

- 1) Client can drop off samples (by appointment only) to the IFS-Cumberland County location: at 412 W. Russell Street Fayetteville NC 28301 between Monday through Friday between the hours of 8:00 AM to 4:00 PM. An appointment must be scheduled with NMS Labs for all samples that the Client will drop off at the IFS-Cumberland County location. Under the terms of this agreement the Client agrees to submit samples in accordance with Section VI.b. of this agreement
- 2) Client can send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: <http://www.nmslabs.com/sample-submission-shipment/>. Samples must be sent to: 2300 Stratford Ave, Willow Grove, PA 19090. So that the shipment arrives between Monday through Friday between the hours of 8:00 AM to 4:00 PM. NMS Labs will responsible for associated costs for the shipping services as outlined above.

- **SAMPLE RETENTION/STORAGE**



Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Specimens handled as forensic cases are routinely retained for six [6] weeks after the final report is issued. To request extended storage of forensic specimen, you must send a written request in advance of the disposal date (or the date that DNA samples will be returned to the Client), including a prepayment of the specimen storage surcharge which will extend the retention period by three (3) months. Each additional three months of storage requires an additional payment. Failure to notify the laboratory in writing of a request for storage beyond the routine periods indicated above (six [6] weeks – forensics), and to provide prepayment for extended storage will be considered authorization to discard or destroy the specimen(s). DNA samples will not be destroyed or discarded, but will be returned to the Client for an additional fee if payment for extended storage is not provided.

Under the terms of this agreement, NMS Labs will not store Client's samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.

- **SAMPLE RETURNS AFTER COMPLETION OF TESTING**

Under this agreement the Client **requires** samples to be returned.

NMS Labs will not charge the Client an additional fee for the return of samples if the Client agrees to schedule an appointment to pick up the samples from:

IFS-Cumberland County location: at 412 W. Russel Street, Fayetteville NC

Should the Client request that samples be shipped directly to the Client's address or another address, the Client will be charged an additional fee for the return of the samples.

- **SUPPLIES**

NMS Labs will provide the following collection and shipping supplies for work under this agreement:

- Requisition form templates in electronic Adobe™ PDF file format
- Tubes
- Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of legal samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

- **SPECIAL REPORTING REQUIREMENTS**

Should NMS Labs determine that reports required by the Client do not qualify as "standard reports," The Client will be charged an additional fee to prepare these reports.

- **SPECIAL BILLING REQUIREMENTS**

Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.

Exhibit C

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MOORE COUNTY GOVERNMENT

CONTRACTOR: National Medical Services, Inc.
COUNTY DEPARTMENT: _____
SUBJECT OF CONTRACT: _____
DATE/TERM OF CONTRACT: _____

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Moore County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Moore County's obligations under this contract, then this contract shall automatically expire without penalty to Moore County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Moore County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Moore County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Moore County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Moore County upon written notice to Contractor of such limitation or change in Moore County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Moore County.

No pledge of taxing authority. No deficiency judgment may be rendered against Moore County or any agency of Moore County in any action for breach of a contractual obligation under this contract. The taxing power of the Moore County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Moore County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Moore County.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Moore County and the third parties regarding the subject matter of this Contract or Agreement.

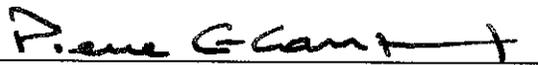
Compliance with E-Verify requirements: The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Compliance with Iran Divestment Act: The Contractor warrants that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 143-6A-4. The Contractor warrants that it will not utilize any subcontractor identified on the Final Divestment List. Prior to the renewal of this Contract, the Contractor will certify, in writing, that neither the Contractor nor its subcontractors are listed on the Final Divestment List. In the event the Contractor or a subcontractor of the Contractor is added to the Final Divestment List, this Contract will be immediately considered void by operation of law.

MOORE COUNTY

CONTRACTOR

By: _____
Title: _____


By: Pierre G. Cassigneul
Title: President & CEO

SOLE SOURCE JUSTIFICATION FORM

(for items costing \$1,000.00 or more)

Vendor: NMS Labs

Item: Laboratory Service Agreement for Forensic Drug Analysis and DNA Testing

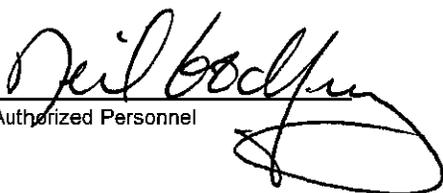
Estimated expenditure for the Above Item: \$40,000.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole source is for the original manufacturer or provider, there are no area distributors.
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. _____ The parts/equipment are required from this source to permit standardization.
5. XXX None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Neil A. Godfrey
Department Head/Authorized Personnel



Moore County Sheriff's Office
Department

14-Sep-16
Date



NEIL GODFREY
SHERIFF

(910) 947-2931
(910) 947-1668 FAX

Office of the Sheriff
Moore County, North Carolina
P.O. Box 40
Carthage, North Carolina 28327

September 14, 2016

To: Moore County Board of Commissioners

From: Sheriff Neil Godfrey

Reference: Sole Source Justification for NMS Labs

I am respectfully requesting that you approve NMS Labs as a sole source vendor for providing forensic drug analysis and DNA laboratory services for the Moore County Sheriff's Office.

My office has done its due diligence and determined that no other lab in the area provides the same service that NMS Labs is able to provide and therefore NMS Labs is the only vendor that can meet the needs of the Moore County Sheriff's Office for providing forensic drug analysis and DNA laboratory services. There are several other law enforcement agencies in this area who have contracted for these same services from NMS Labs.

The North Carolina State Crime Lab provides these services to local law enforcement agencies within North Carolina. However, the State Crime Lab still has a significant backlog in cases leading to delays in arrests and prosecutions in Moore County.

Meeting

Agenda Item: VIII.C.

Date: September 20, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Denise Brook, Human Resources Director

DATE: September 9, 2016

SUBJECT: Moore County Employee Health Improvement Incentive Plan

PRESENTER: Denise Brook and Dawn Spivey

REQUEST:

Request the Board of Commissioners approve the recommendation to award a bonus of \$250 to each employee meeting criteria in the Employee Health Improvement Incentive Plan for waist circumference.

BACKGROUND:

In December 2013, the Board of Commissioners approved the Moore County Employee Health Improvement Incentive Plan. Employees participating in the plan's biometric screening, which consists of blood draw, blood pressure readings and measurement of height, weight and waist circumference, receive a \$15.00 bi-weekly discount on the medical coverage premium.

The health of the County employee population continues to be very important. Not only does poor health negatively affect an employee's quality of life, but also work productivity and medical claims.

We are proposing that beginning with the biometric screening in the Spring of 2017, employees participating in the incentive plan will have body measurements taken which will include a baseline reading for waist circumference. In the Spring of 2018, employees meeting the moderate control of a waist circumference of < 40" for males and < 35" for females, or show a 5% improvement in waist circumference or weight, will receive a \$250.00 cash bonus.

IMPLEMENTATION PLAN:

Initial baseline waist circumference measurement in Spring 2017 with award paid Spring 2018 and then annually as participants qualify. As new participants enter the program, baselines will be taken at the next annual biometric screening.

FINANCIAL IMPACT STATEMENT:

Staff projects that approximately 60% of the employee population participating in the Employee Health Improvement Incentive Plan will meet the criteria or improve by 5% which would incur an expense of \$88,000. However, we will be able to more accurately project this number after the baseline measurements are taken.

RECOMMENDATION SUMMARY:

Staff requests that the Board of Commissioners approve an Employee Health Improvement Incentive Plan bonus of \$250 per employee if they meet the criteria to qualify.

SUPPORTING ATTACHMENTS:

Revised Moore County Employee Health Improvement Incentive Plan

Moore County Employee Health Improvement Incentive Plan

Through the creation of the health improvement incentive plan, Moore County is hoping to create a more health conscious work environment where employees are more concerned about their personal health care. By providing free biometrics screenings and health coaching sessions, the County hopes to create an environment where our fellow employees are healthier and happier. A healthier workforce will assist in reducing overall health care costs for our employees' by saving employees money on premiums and out of pocket expenses, and at the same time, reduce the health care expense for the organization.

The health improvement incentive is completely **voluntary**. By participating in the plan, employees will learn more about their personal health, allowing them to take control of any health concerns that may be identified through the Biometric screening process. The benefit of participating in the health improvement incentive plan also provides employees the opportunity to receive health insurance premium savings. The following amounts are based on current rates and are subject to change with the adoption of each fiscal year budget.

Base Contribution	
Biweekly	
Tier	Employee Biweekly Contribution
Employee Only	\$15.00
Employee & Spouse	\$131.32
Employee & Child	\$77.95
Employee & Children	\$128.59
Employee & Family	\$157.32
Discounted Contribution	
Biweekly	
Tier	Employee Biweekly Contribution
Employee Only	\$0.00
Employee & Spouse	\$116.32
Employee & Child	\$62.95
Employee & Children	\$113.59
Employee & Family	\$142.32

[In addition, employees meeting the following criteria will receive a \\$250.00 cash award beginning in the Spring of 2018.](#)

<u>Risk Factor</u>	<u>Moderate Control</u>
<u>Waist Circumference</u>	<u>Abdomen Circ. < 40 " Male</u> <u>Adbomen Circ. < 35" Female</u>
<u>Alternative method to qualify</u>	<u>Improve waist circ or weight by 5%</u>

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The biometric screen attempts to determine the health of an employee. The biometric screening consists of a blood draw, blood pressure readings, and body measurements. The blood draw is used to determine Cholesterol levels and HBA1C levels. The body measurements include height, weight, and waist circumference. All of these factors are then measured against medical norms to determine if there may be a health risk.

Health Coaching resources will be available at no cost to the employee through a third party provider for those who have an interest in a one-on-one open conversation to develop achievable health goals to assist in addressing some of the concerns identified during the Biometrics screening. The Wellness Coach is to support and assist the employee in making progress toward his/her health related goals and to hold the employee accountable to his/her commitment to health related improvements.

The third party medical providers are the only individuals who will see or have access to personal health information (PHI) or Biometric results. No one employed with Moore County except the employee him/herself will have access to the results or any other personal medical information discussed during the private coaching sessions. All medical information will be secured by the third party.

An employee can earn the Incentive Rate Structure by participating in the biometric screening and attending health coaching sessions as determined by the health coach.

[An employee can earn the Waist Circumference bonus by participating in the baseline measurement and either meeting the criteria and/or showing a 5% improvement in waist circumference and/or weight.](#)

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning Director

DATE: August 15, 2016

SUBJECT: Adopt the Revised Assistance Policy under the 2015 Urgent Repair Program offered by the North Carolina Housing Finance Agency.

PRESENTER: Debra Ensminger

REQUEST:

This is a request to update the 2015 Urgent Repair Program Assistance Policy. This update will bring the policy within the North Carolina Housing Finance Agency's recommended standards.

BACKGROUND:

On April 14, 2015 Moore County received award notification of program funding through the North Carolina Housing Finance Agency. All program documents were adopted and executed on July 21, 2015 by approval of the Moore County Board of Commissioners, which included the initial Assistance Policy.

Funds for this program are used to assist owner-occupied and very low and/or low income households in Moore County with one or more elderly and/or disabled fulltime household members and/or with a child under the age of 6 whose health is threatened by the presence of lead based paint. In addition this program serves households with urgent repair needs which cannot be met through other state or federally funded housing assistance programs and to enable frail elderly homeowners and other with physical disabilities, to remain in their homes by providing essential accessibility modifications.

The North Carolina Housing Finance Agency's recommended standards include modifying key dates to which the county attorney's office has reviewed and approved this revised version.

IMPLEMENTATION PLAN:

A copy of the revised Assistance Policy will be provided to the North Carolina Housing Finance Agency.

FINANCIAL IMPACT STATEMENT:

\$5,000 in matching committed towards the program.

RECOMMENDATION SUMMARY:

Make a motion to allow the Chairman to execute the revised Assistance Policy related to the 2015 Urgent Repair Program.

SUPPORTING ATTACHMENTS:

Assistance Policy

**MOORE COUNTY
ASSISTANCE POLICY
For the 2015 Cycle of the
Urgent Repair Program**

What is the Urgent Repair Program? Moore County has received funding from the North Carolina Housing Finance Agency (“NCHFA”) in the amount of \$100,000 under the 2015 cycle of the Urgent Repair Program (“URP15”). This program provides funds to 1) alleviate housing conditions which pose an imminent threat to the life or safety of very low-income homeowners *defined on page two* with special needs; and/or 2) to provide accessibility modifications and other repairs necessary to prevent the imminent displacement of very low to low-income homeowners *defined on page two* with special accessibility needs, such as frail elderly and persons with disabilities. According to the URP15 Program Guidelines we may spend up to \$8,000 of URP15 funds – depending upon need - for each household served. The number of households that will be served will depend upon the amount of funds spent on each unit. However, a minimum of 13 households will be assisted under URP15.

The Urgent Repair Program objectives are:

- 1) To assist very low to low-income homeowners with special needs (elderly ≥ 62 years of age, handicapped or disabled, single parent, large households (five or more), or households with children who have elevated blood lead levels (between $5\mu\text{g}/\text{dl}$ and $20\mu\text{g}/\text{dl}$), in all areas of the state;
- 2) To serve households with urgent repair needs which cannot be met through other state- or federally-funded housing assistance programs; and,
- 3) To enable frail elderly homeowners, and others with physical disabilities, to remain in their homes by providing essential accessibility modifications.

This URP15 Assistance Policy describes: 1) who is eligible to apply for assistance, 2) how applications for assistance will be prioritized, 3) the form of assistance, and 4) how the repair/modification process will be managed. The County has designed this URP15 project to be fair, open and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

Who is eligible to apply? There are four major requirements to be eligible for URP15 assistance.

- First, the homeowner’s household income must not exceed 50% of the area median income for the household size (See *URP15 Income Limits for Moore County below*)
- Secondly, the applicant must own and occupy the house and it must be located within the County limits of Moore County.
- Third, the household must qualify as having a special need (e.g. the head of the household must be at least 62 years old, handicapped, disabled, or a single parent

with a dependent living at home.) Or, the household must have five or more permanent residents, a child below the age of six with an elevated blood lead level of between 5µg/dl and 20µg/dl, or a family member other than the head of the household that is either 62 years old or has a disability.

- Fourth, the house must have urgent repair needs that cannot be met through other state or federally-funded housing assistance programs.

Duplexes and triplexes and the like are not eligible for assistance with this program.

URP15 Income Limits for Moore County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$13,450	\$22,400
2	\$15,400	\$25,600
3	\$17,300	\$28,800
4	\$19,200	\$32,000
5	\$20,750	\$34,600
6	\$22,300	\$37,150
7	\$23,850	\$39,700
8	\$25,350	\$42,250

Selection of Applicants: The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

However, URP15 Program Guidelines require that at least 50% of the applicants served must have household incomes at or below 30% of the County median income limits for the household size. (see *URP15 Income Limits for Moore County* above).

Priority Ranking System for Moore County's 2015 Urgent Repair Program

Special Needs (for definitions, see below)	Points
Disabled Head of Household	8
Disabled or Elderly Household Member (not head of household)	7
Elderly Head of Household (62 or older)	6
Single-Parent Household (with one or more children in home)	6
Large Family (5 or more permanent residents)	4
Elevated Blood Lead Level Child	1
Never Been Served by Moore County	5

Income (See Income Table above)	Points
Less than 30% of County Median Income	9
30% to 50% of County Median Income	3

****NOTE**** *If the household has more than one special need as outlined above then that applicant will receive the allotted points for all applicable categories (e.g. If a household has an elderly head of household who is also disabled and has more than 5 permanent residents, that applicant would receive 19 priority points.)*

The reason for rating applications is to ensure that all recipients of assistance are selected by a fair and open process. Also, all recipients of assistance will be chosen without regard to race, creed, sex, color, religion, familial status, or national origin.

Definitions regarding Special Needs’ populations under URP15 are:

- **Elderly:** An individual aged 62 or older.
- **Disabled:** A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- **Single-Parent Household:** A household in which one and only one adult resides with one or more dependent children.
- **Disabled or elderly household member (not head of household):** A household that has a household member - that is not the head of the household - who is either elderly or disabled according to the definitions above.
- **Large Family:** A large family household is composed of five or more individuals, where at least four are immediate family members.
- **Elevated blood lead level child:** A child below the age of six that has been tested and determined to have an elevated blood lead level between 5µg/dl and 20µg/dl.
- **Head of Household:** The person or persons who own(s) the house.
- **Household Member:** Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members - 18 years old or older - are subject to income verification.
- **Occupant:** An occupant is defined as an immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family’s application.

Form of assistance under URP15? Moore County - through the North Carolina Housing Finance Agency - will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan.

What is the amount of the loan? The amount of the loan will vary from one applicant to another and will depend on the scope of work necessary to address the identified imminent threats to life and/or safety - and that will be determined by the County’s Community Development Staff and ultimately the bids received from the contractors that

will do the work. There is no minimum limit of assistance, but the URP15 Program Guidelines limit the amount of assistance per unit to \$8,000.

What kinds of work will be done? Each house selected for assistance will be repaired/modified to : 1) address imminent threats to the life and/or safety of the occupants of the dwelling unit; and/or 2) to make required accessibility modifications. In all cases these repairs/modifications will be determined by the County's Community Development Staff and disclosed to the homeowner prior to beginning the work.

All repairs completed under URP15 will meet all applicable N C R Residential Building Codes.

Please note that the Urgent Repair Program cannot address all the deficiencies with any house. The program is designed and limited to addressing only those determined to be the most immediate or urgent needs.

What about Lead-Based Paint? If your house was built before 1978, there is a good possibility that your house has lead-based paint. Lead is an extreme health hazard for children under 6 years old. If there is a child with an elevated blood lead level between 5µg/dl and 20µg/dl occupying your residence, URP15 funds can assist to eliminate minor hazards such as removing lead containing mini-blinds or replacing doors or windows that have a high concentration of lead-based paint. Since the costs of lead hazard reduction and/or lead-based paint abatement can easily exceed the program maximum cost per unit of \$8,000; it is highly unlikely that URP15 funds will be sufficient in addressing all the needs of a unit with an at-risk child. For that reason, the County's Project Administrator for URP15 will defer work on any unit whose lead-hazard reduction costs exceed the Program maximum of \$8,000/unit until it can be addressed under one of the county's comprehensive housing rehabilitation project grants.

Who will do the work on the homes? The County is obligated under URP15 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these very difficult requirements, the County will conduct a bid which will allow qualified vendors to provide quotes, bids or proposals for the product or services needed. Every reasonable effort will be made to receive at least three quotes, bids or proposals.

All bidding contractors must (1) fill out an application form, listing several references and recent jobs completed, and (2) receive the "conditional approval" of the County. Once a contractor who has been conditionally approved has successfully completed one job for the County, his or her status is upgraded to "regular approval" meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. All contractors are required to present proof of liability insurance and, if required, workers compensation insurance. (Homeowners who know quality rehabilitation contractors that have not been invited to bid are welcome to invite them to attend the public bid.)

A minimum of three contractors will be invited to bid on each job (unless the repair is of an urgent nature and cannot be delayed, then the first available contractor that can successfully and expediently make the repair will be used). When bids are received the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means the contractor, 1) that returned an eligible bid by the pre-designated bid due date, 2) who is deemed able to complete the work in a timely manner, and 3) whose bid is within 15% (in either direction) of the County's cost estimate.

What are the steps in the process, from a application to completion? Now that you have the information about how to qualify for Moore County's 2015 Urgent Repair Program, you may be wondering, "What work can be done?" and "Who will do it?"

The following is a list of the major steps in the process:

1. **Completing an Application Form:** Homeowners who wish to apply for assistance must do so by 4:30 pm on August 31, 2015. Apply by contacting the County's Planning & Community Development Department at (910) 947-5010. If you have applied for housing assistance through the County in the past, a new application is required, as different programs have different application requirements.
2. **Application Rank and Rating:** Applications will be rated and ranked by the County based on the Priority Ranking System as listed on page 2. The households to be offered assistance will be selected by November 1, 2015. Household income will be verified for program purposes only; all income information required by HUD and NCHFA will be kept confidential. If income verification is not received from all applicants and household members over 18 years old by January 15, 2016, that household will be ineligible for assistance. From this review, the thirteen (13) most qualified applicants will be selected, along with ten (10) alternates.
3. **Preliminary Assessment:** The County's Community Development Staff will visit the homes of potential recipients to determine the need and feasibility of the home for rehabilitation.
4. **Applicant Information:** Approved applicants will be provided detailed information on assistance, lead hazards, program rehabilitation standards, contracting procedures, the rehabilitation process, the loan documents and conditions. Applicants are encouraged to consult with family members and their legal advisors in order to determine the best course of action for them.
5. **Work Write-up:** The County's Community Development Staff will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The County can refuse to serve a home that has not made portions of the home available for inspection. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Community Development Staff will prepare a complete and detailed work specification (known as the "work write-up"). The final cost estimate will also be prepared by Community Development Staff and held in confidence until bidding is completed.

6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a Promissory Note that will explain and govern the rehabilitation process. This agreement will define the roles of the parties involved throughout the rehabilitation process. Community Development Staff will present the homeowner with a copy of the work write-up and read it to them. The homeowner will sign an acknowledgement of receipt of the work write-up.
7. **Bidding:** The work write-up and required list of bid documents will be provided to all contractors whom attend the public prebid meeting. Inspections of the property will occur on the day of the prebid meetings. Contractors will then have at least a week to prepare bid proposals and complete bid documents before submitting to the county. The homeowner may request that a contractor of his/her choosing be invited to a prebid meeting. However, that contractor will be required to present evidence of proper liability insurance and, if necessary, Worker's Compensation insurance prior to submitting a formal bid. Each contractor will need access to all parts of the house in order to prepare a bid. A non public bid opening will be conducted at the County Offices at a specified date and time. All bidders and the homeowner will be made aware of the bid award upon request once a contract has been signed by all parties.
8. **Contractor selection:** Within four weeks of the bid opening after review of bid breakdown and timing factors, a contract for work will be prepared and executed by the contractor, homeowner and the County. This executed contract shall serve as the bid award. Upon bid award, all bidders and the homeowners will be notified of (1) the selection, (2) the amount, and (3) if other than the lowest bidder is selected, of the specific reason(s) for the selection.
9. **Loan Agreement and Contract Execution:** Loan agreement and contract documents will bind all parties and make the project official. The Rehabilitation contract will be between the contractor and the homeowner, with the County signing as a non interested third party. The loan agreement documents will be executed at the same time as the contract and will be between the owner and Moore County.
10. **Pre-construction conference:** A pre-construction conference will be held between the contractor and program representative to discuss the details of the work to be done. Homeowner will be consulted on Notice to Proceed dates that work best for them. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, old appliances, etc.) at the pre-construction conference, the County will issue a "Notice to Proceed" formally instructing the contractor to commence by the agreed-upon date.
11. **Construction:** If appropriate, the contractor will be responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Moore County Building Inspectors or local jurisdiction Building Inspectors will inspect rehab work for compliance with the State Building Code. The homeowner will be

- responsible for working with the contractor to protect personal property by clearing work areas as much as possible.
12. **Change orders:** All change orders to the scope of work must be approved by the all parties of the contract and at least two representatives of Moore County, and reduced to writing as a contract amendment (“change order”). If the changes require an adjustment in the loan agreement amount, that amount must be specified in the change order.
 13. **Closeout:** When the contractor declares the work complete, program staff and building inspectors (as necessary) will thoroughly inspect the work. If deficiencies are observed, the contractor will be required to correct them. When the Community Development Staff and the homeowner are satisfied that the contract has been fulfilled, each will sign off and, after receipt of the contractor’s invoice, the final payment will be ordered. The contractor will submit all lien releases prior to the release of the final payment. All material and workmanship will be guaranteed for a one-year period after the date of project completion.
 14. **Post-construction conference:** Following construction Community Development Staff will meet with the homeowner to review operation and general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about work and will be asked to complete a survey about homeowner satisfaction with the work performed.
 15. **Payment:** The contractor is entitled to request one payment at the completion of the contracted work. When a payment is requested, Community Development Staff will inspect the work within five business days. If all items are deemed 100% complete a payment will be issued for the entire contract amount within thirty (30) days of the inspection. Note that contractors must provide Community Development Staff with all owners’ manuals and warranties on equipment before payment can be made. **IMPORTANT: *The homeowner will not be responsible for making payments to the contractor during the repair/modification process.***
 16. **The warranty period:** It is extremely important that any problems with the work that was performed be reported to Community Development Staff as soon as possible. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected at no charge to the homeowner.

What are the key dates? If after reading this document you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 3, 2015.
- Applications must be turned in at Moore County’s Planning Department by 4:30 pm on August 31, 2015.
- Households informed of selection status by November 1, 2015.
- Income documents due by January 15, 2016.
- All repair/modification work must be under contract by September 30, 2016.
- All repair/modification work must be completed by December 31, 2016.

How do I request an application? In person, or over the phone, contact:

Moore County Planning Department
PO Box 905
1048 Carriage Oaks Drive
Carthage, NC 28327
910 947-5010

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

During the application process:

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

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Community Development Staff.
2. Community Development Staff will inspect the work in question. If he/she finds that the work is not being completed according to the contract, Community Development Staff will review the contract and the work write-up with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Community Development Staff and facilitated by the Project Administrator.
4. Should the mediation conference fail to resolve the dispute, the Project Administrator will render a written final decision.
5. If the Community Development Staff finds that the work is being completed according to the contract, the complaint will be noted and the

Community Development Staff and the homeowner will discuss the concerns and the reason for the Community Development Staff decision.

IMPORTANT NOTE: Do not hesitate to contact the County's Community Development Staff at any time during the process, but please keep in mind that the work involved WILL CAUSE SOME INCONVENIENCE AT TIMES DURING THE REPAIR/MODIFICATION. Repair/modification work in general can be quite stressful. We ask that all recipients of assistance be patient with the workers and any delays that may occur.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees directly involved in the Project, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, member of the County Board of Commissioner, or entity contracting with the County, who exercises any functions or responsibilities with respect to the URP15 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of these County employees, Board of Commissioner members and others closely identified with the County may be approved for rehabilitation assistance only upon public disclosure before the Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under the URP15, including rating and ranking applications, inviting bids, selecting contractors and resolving disputes, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color, national origin, familial status, or religion.

Will the program be advertised? Yes. The program will be advertised County-wide by press release, newsletters, letters to the 500+ persons on the Community Development mailing list, and emails to service providers countywide. Referrals will be encouraged from social service agencies, health care providers and county agencies.

Referrals and Client Relations? The County makes Moore County service providers aware of housing rehab opportunities and responds to their clientele and questions. Moore County's Community Development office also works to inform those in need of housing rehab programs outside of county government and also refer clients to other non-housing services. Most applicants will have already been screened for other social and physical needs and referred to service agencies.

Each of the following Agencies will be notified of this Project:

- Moore County Department of Social Services
- Moore County Health Department

- Moore County Senior Enrichment Center
- Moore County Council on Aging
- Local Municipalities within the County
- Weatherization Program (CCAP)
- Meals on Wheels
- Moore County Transportation Services
- Veteran's Administration
- Habitat for Humanity
- Independent Living
- American Red Cross
- ARC of Moore
- Legal Aid of NC
- Northern Moore Family Resource Center
- Salvation Army
- Coalition for Human Care

In the event that a client has not already been made aware of other potential benefits that he/she may be eligible to receive the Project's Client Counselor will make verbal referrals as needed and provided printed materials to clients detailing available services.

Who can I contact about this program? Any questions regarding any part of this application or program should be addressed to:

Carlis Sweat
 Moore County Planning Development
 PO Box 905
 Carthage, NC 28327
 (910) 947-5010

This Assistance Policy was adopted on the 21st day of July, 2015.
 The Assistance Policy was revised on the 20th day of September, 2016.

Nick Picerno
 Chairman of the Board of Commissioners
 Moore County

Laura Williams
 Clerk to the Board

Agenda Item: VIII.E.
Meeting Date: 20 Sept. 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 12 September 2016
SUBJECT: EMS Physical Agility Testing Standards
PRESENTER: D. Bryan Phillips

REQUEST:

To request approval of the EMS Physical Agility Testing Standards for New Applicants and Current EMS employees

BACKGROUND:

Nationally Public Safety agencies continue to see a growth in worker compensation claims and significant medical issues (i.e. back problems, cardiac arrest). In an effort by the County to promote employee health and wellness the Rick Rhyne Public Safety Center has appropriate resources to facilitate this physical agility testing standards program.

IMPLEMENTATION PLAN:

New Applicants' testing will begin upon approval by BOC
Current Employees will be phased in by January 2018

FINANCIAL IMPACT STATEMENT:

This program is designed in an effort to reduce employee injuries, promote employee health, wellness and minimize worker compensation claims.

RECOMMENDATION SUMMARY:

Make a motion to...approve the Moore County EMS Physical Agility Testing

SUPPORTING ATTACHMENTS:

Moore County EMS Physical Agility Test (Approved by HR and Legal Departments)

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

Purpose

To maximize productivity of our service to the community.

To promote an optimum level of health and fitness for each employee, thereby reducing injuries and illness and promoting a more productive and enjoyable life for EMS employees.

To be used as part of the employee selection process, annual evaluation and return to duty. .

Definition

Department-wide mandatory physical agility test designed to simulate the critical physical tasks performed by Paramedics and EMT's during actual emergency situations.

Program:

Current Employees:

Twelve months following the adoption of the EMSPAT, current employees will be required to participate in the agility test. After the initial implementation, the agility test will be conducted on an annual basis. Employees with health conditions restricting them from completing the agility test will require a doctor's note indicating the specific restriction. If a restriction exists that prevents the employee from participating in the agility test which simulates the critical physical tasks performed by paramedics and EMTs during actual emergency situations, he/she will be considered unfit for duty and will be placed on the appropriate leave.

Applicants:

Agility testing is part of the pre-employment testing. Applicants must provide a Medical Clearance form and sign an Applicant Waiver of Claim of Injury form prior to the testing. Applicants who agree to this testing do so with the full understanding that the County of Moore is not responsible for any injury that might be sustained during the test.

Testing Procedures – Current employees and applicants:

The agility test consists of nine events performed continuously. The agility test will be timed from the participant's instruction to begin until completing the final event. In addition, Event #8 (Chest compressions) is timed separately.

Failure to complete either Event #8 in a designated time of 2 minutes and 15 seconds or to complete the entire agility test in a time of 6 minutes or less will result in test failure.

Applicants will have two attempts at passing the agility test. If the applicant fails the test after a 2nd attempt, he/she is disqualified from hiring eligibility until the next testing period.

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

Current employees who fail the agility test will be tested again in 90 days. A current employee who is unable to pass the 2nd agility test which simulates the critical physical tasks performed by paramedics and EMTs during actual emergency situations, will be considered unfit for duty and will be placed on the appropriate leave.

All participants will be required to wear rubber-soled shoes with no open heel or exposed toes, a comfortable exercise type shirt and long pants while participating in the agility test. Watches, bracelets, necklaces and any loose fitting jewelry will not be permitted.

During the course of the test, participants may not run at any time (the penalty for running will be to return to the start of the event where the running occurred).

During the course of the test, the lead examiner will give ongoing instructions to lead participants through the course. After reviewing this form, participants will have the opportunity to ask questions for clarification of directions.

Event #1: Truck Exit

The purpose of this event is to simulate the participant's ability to exit the emergency vehicle and proceed quickly and safely to the rear of the vehicle.

Participants will begin from a seated position in the driver's seat of an "Ambulance". The seatbelt and shoulder harness will be connected and the door will be closed, but not locked. Time will begin at the instruction of "Go". The participant must unbuckle the seatbelt, open the door, step out of the truck and advance to the rear of the truck (the rear doors will be open).

Failure:

- Tripping or falling
- Inability to complete event

Event #2: Stretcher Lift Simulation

The purpose of this event is to simulate the participant's ability to remove a stretcher from the rear of the ambulance and place on a surface above his/her shoulders.

Participants will lift the 85-pound curl bar from its start position inside the back end of the truck. Participants will then walk backwards six feet while holding the curl bar, turn 90 degrees to the right and place the curl bar on top of the stair platform.

Failures:

- Dropping curl bar
- Inability to complete event
- 3 warnings of safety concerns

Participants will then walk to the stretcher for the next event.

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

Event #3: Stretcher Push/Pull

The purpose of this event is to simulate moving a patient on a stretcher over difficult terrain. The event assesses the applicant's aerobic capacity, upper and lower body muscular strength and endurance, grip endurance and balance.

Participants will push or pull the stretcher a total of 100 feet (50 feet up, 50 feet back) along a carpeted course with 2 x 4's placed under the carpet every ten feet. While pushing or pulling the stretcher, the participants must keep both hands on the stretcher handles. If the stretcher is moved with only one hand the event must be restarted.

Failures:

- Dropping or tipping the stretcher
- Inability to complete event
- 3 warnings of safety concerns

Participants will then walk to the stair platform for the next event.

Event #4: Stretcher Stair Carry

The purpose of this event is to simulate the participant's ability of climbing stairs while carrying approximately 85 pounds. This event challenges the participant's aerobic capacity, upper body muscular strength and endurance, lower body muscular strength and endurance, grip endurance and balance.

The participant will lift the curl bar from the stair platform and walk to the front of stairs. At the base of the stairs, the participant will turn facing away from the stairs and then walk backward up the stairs until reaching the platform. Then they will turn 180 degrees, walk backward down the stairs to the floor, walk to the side of stairs and return the curl bar to the stair platform.

Failures:

- Dropping stretcher or allowing stretcher to tilt
- 3 warnings for safety concerns
- Inability to complete event

Participants will then walk to the equipment lift station for the next event.

Event #5: Equipment Lift and Carry

The purpose of this event and event #6 is to simulate carrying essential medical equipment to the patient's side. The event will assess the participant's ability to lift using proper body mechanics, as well as challenge the participant's upper body muscular strength and endurance, lower body muscular strength and endurance, grip endurance and balance.

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

The participant will lift four items from the table and place them on the floor in their designated areas and then continue with Event #6.

Event #6: Equipment Transfer

The participant will lift four items from the floor and carry and place them in their secondary areas.

Failures:

- Dropping equipment
- Inability to complete event
- 3 warnings of safety concerns

The participant will then continue to Event #7.

Event #7: Patient Drag

Participants will stand at the head end of a 150-pound simulated patient. The patient is mounted on a litter with two wheels at the foot end. The participant will lift the head of the litter off of the floor, drag 10 feet to a traffic cone, turn 180 degrees around the cone, and continue dragging until the entire litter crosses the start line.

Failures:

- Dropping or tipping the stretcher
- Inability to complete event
- 3 warnings of safety concerns

The participant will then walk to the chest compressions station.

Event #8: Chest Compressions

Participants will perform 200 correct chest compressions on a CPR mannequin. The compressions must be completed in a time of two minutes and fifteen seconds or less or the test will be terminated.

Failures:

- Inability to complete event

Participants will then walk to the stretcher.

Event #9: Stretcher Push/Pull

The purpose of this event is to simulate moving a patient on a stretcher over difficult terrain. The event assesses the applicant's aerobic capacity, upper and lower body muscular strength and endurance, grip endurance and balance.

Participants will push or pull the stretcher a total of 100 feet (50 feet up, 50 feet back) along a carpeted course with 2 x 4's placed under the carpet every ten feet. While pushing or pulling the stretcher, the participants must

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

keep both hands on the stretcher handles. If the stretcher is moved with only one hand the event must be restarted.

Failures:

- Dropping stretcher or allowing stretcher to tilt
- 3 warnings for safety concerns
- Inability to complete event

Participants will then walk to the stair platform for the next event.

Event #10: Truck Climb

The purpose of this event is to simulate moving a patient into the back of the ambulance and returning to the “captains” seat in the vehicle safely and quickly.

The participant will pick up the curl bar from the stair platform and return it to the back of the truck. He/she will then walk to the side door and climb into the truck (the side door will be open). When the candidate sits in the “captain’s seat”, time is stopped.

Failures:

- Dropping the curl bar
- Inability to complete event
- 3 warnings for safety concerns

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

I, (print name) _____, have read the test directions for participating in the EMS Physical Ability Test administered by the Moore County EMS. I understand these directions as they have been explained and have been given an opportunity to ask for clarification of any directions.

Signature

Date

	Moore County Public Safety	EMS Division
	EMS Physical Agility Test EMSPAT	Article 17.100.017
Standard Operating Guidelines		

Medical Clearance Form (Applicant)
To Participate in a Medic Physical Ability Test
In Consideration for Employment

 Patient Last Name (Print) First Name MI

To the examining physician

In order to assure candidates for the position of EMT or Paramedic are able to adequately perform the critical tasks associated with the job, it is policy of Moore County EMS that candidates must participate in and pass a job simulation physical ability test (see attached description of test).

By signing below, you are indicating that (1) you are familiar with the medical history and current condition of the patient named above, and (2) that in your opinion, the patient should be able to participate in the described test without foreseeable medical danger to himself/herself.

Physician Signature

Physician Name (Print or Stamp)

Address

Date of Examination

Note to Applicant: Bring this completed form with you on your test date. You will not be able to participate if this form has not been completed.

Agenda Item: VIII.F.
Meeting Date: 20 Sept 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 12 September 2016
SUBJECT: Radio Communication Contracts
PRESENTER: D. Bryan Phillips

REQUEST:

To request approval for a contract with Radio Communications Company for eligible and non-eligible expenditures related to the maintenance and operations of equipment for the 911 Center.

BACKGROUND:

Radio Communication Company has been the sole source vendor for the installation of equipment in the Rick Rhyne 911 Center since 2012. Previously they have been the vendor providing support, equipment and maintenance of radio tower system since mid-2000's. They continue to provide timely service, quality equipment and competitive industry pricing. Radio Communications Company has excellent knowledge of the complex and technical components that are required to operate 911 systems.

IMPLEMENTATION PLAN:

Award these 2 contracts
Sign Sole Source

FINANCIAL IMPACT STATEMENT:

911 Eligible Expenditures Contract \$35,000
911 Non-Eligible Expenditures Contract \$30,000

RECOMMENDATION SUMMARY:

Make a motion to...approve the 911 non-eligible contract with Radio Communication Company for the amount not to exceed \$30,000 and authorize the chairman to execute and sign all necessary documents.

Make a motion to...approve the 911 eligible contract with Radio Communication Company for the amount not to exceed \$35,000 and authorize the chairman to execute and sign all necessary documents.

SUPPORTING ATTACHMENTS:

911 Eligible RCC Contract (Approved by Finance and Legal Departments)
911 Non-Eligible Contract (Approved by Finance and Legal Departments)
Sole Source Forms

SOLE SOURCE JUSTIFICATION FORM
(for items costing \$1,000.00 or more)

Vendor: Radio Communications Company

Item: Contract for 911 routine product, software and operational support

Estimated expenditure for the Above Item: \$35,000.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole source is for the original manufacturer or provider, there are no area distributors.
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Chairman, Board of Commissioners

Public Safety/911
Department

20-Sep-16
Date

COUNTY OF MOORE

This Contract is entered into the 1st day of September, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Radio Communications Company, an entity formed 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 will be automatically renewed for additional one (1) year periods, based on the County's fiscal year (July 1 -- June 30), starting July 1, 2017, not to exceed a total of five (5) renewals.

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 \$30,000.00 as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

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

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

5. Insurance

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

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

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

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

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

6. Indemnification

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

7. Health and Safety

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

8. E-Verify

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

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this 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.nectreasurer.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 PUBLIC SAFETY
ATTN: BRYAN PHILLIPS, DIRECTOR
P.O. BOX 905

CARTHAGE, NC 28327

CONTRACTOR: RADIO COMMUNICATIONS COMPANY
ATTN: KEN BRODY
8035 CHAPEL HILL ROAD
CARY, NC 27513

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

Nick J. Picerno, Chairman
Moore County Board of Commissioners

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

SCOPE OF SERVICES

- A. Contractor will provide the following Services:
1. Annual preventative maintenance checkup.
 2. Emergency response for major system outages.
- B. Contractor will provide Services on the following equipment:
1. Paging System Equipment:
 - a. 6 - High power paging transmitters, including the transmitters, power amplifiers, power supplies, etc., which are located at Carthage, Southern Pines, and Robbins;
 - b. 2 - High capacity microwave links located at Carthage - Southern Pines and Carthage -- Robbins;
 - c. 3 - Simulcast controller equipment located at Carthage with remote sites at Southern Pines and Robbins;
 - d. Paging system encoder system including the dual servers and other miscellaneous hardware required to operate the system; and
 - e. Miscellaneous hardware required to operate the system (switches, Zetron 6300 VoIP Gateways, receiver voters, etc.).
 2. 911 Radio System Equipment:
 - a. 38 - Motorola XTL5000 control stations located at the 911 center and at Carthage tower site, including their transmitter combiner systems;
 - b. 2 - High capacity microwave links located at 911 center, courthouse, and Carthage tower; and
 - c. Miscellaneous hardware required to operate the system (switches, power supplies, etc.).
 3. Back Up Communications Trailer Equipment:
 - a. 2 - Zetron 4010 dispatch consoles;
 - b. 9 - Radio control stations; and
 - c. Miscellaneous hardware to include desk microphone, foot switches, etc.
- C. Contractor will invoice the County for labor at the rate of \$2,500.00 per month.
- D. Contractor will not be responsible for:
1. Damage due to abuse, power surge, lightning, or force majeure; or
 2. Antennas and feedlines.
- E. Contractor will inspect the County's equipment listed above and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition, provided that such services and maintenance are necessitated by normal usage of equipment. Inspections and maintenance service will be provided by Contractor during normal working hours at the locations specified by the County. All contract service inspections will be scheduled for mutual convenience, and on an annual basis. These inspections will include transmitter measurements and power output measurements as required by the FCC.

- F. For instances that require emergency service, which includes situations that result in severe degradation of the system and require immediate attention, Contractor's technician will provide response within two hours either by telephone or by dialing into site monitoring equipment (if applicable) at the site reporting the problem. If required, a technician will be dispatched within four hours during normal business hours or six hours during after hours, holidays, and weekends.
- G. Contractor warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications.
- H. The Contractor will invoice the County for service satisfactorily performed at the rate of \$2,500.00 per month.

SOLE SOURCE JUSTIFICATION FORM

(for items costing \$1,000.00 or more)

Vendor: Radio Communications Company

Item: Contract for 911 Tower Maintenance

Estimated expenditure for the Above Item: \$30,000.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole source is for the original manufacturer or provider, there are no area distributors.
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Chairman, Board of Commissioners

Public Safety/911
Department

20-Sep-16
Date

COUNTY OF MOORE

This Contract is entered into the 1st day of September, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Radio Communications Company, an entity formed 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 will be automatically renewed for additional one (1) year periods, based on the County's fiscal year (July 1 – June 30), starting July 1, 2017, not to exceed a total of five (5) renewals.

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 \$35,000 as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

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

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

5. Insurance

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

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

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

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

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

6. Indemnification

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

7. Health and Safety

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

8. E-Verify

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

9. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this 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 PUBLIC SAFETY
 ATTN: BRYAN PHILLIPS, DIRECTOR
 P.O. BOX 905

CARTHAGE, NC 28327

CONTRACTOR: RADIO COMMUNICATIONS COMPANY
ATTN: KEN BRODY
8035 CHAPEL HILL ROAD
CARY, NC 27513

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

Nick J. Picerno, Chairman
Moore County Board of Commissioners

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

SCOPE OF SERVICES

A. Contractor will provide the following Services:

1. Annual preventative maintenance checkup;
2. Emergency response for major system outages;
3. Routine product, software, and operational support; and
4. New Zetron software/firmware installations as required.

B. Contractor will provide Labor Services on the following equipment:

1. Zetron 911 Dispatch Operator/System Equipment; and
2. Zetron 911 Call Taking Operator/System Equipment.

This includes the Position PC's, Call Taking Servers, VoIP Gateways, MAX Centrals, MAX Gateways, Media Docks, Headset Jack Boxes, Power Supplies, Monitors, Keyboards, Mouse, and Spectracom Network Clock.

C. Contractor will invoice the County at a rate of \$2,916.66 per month.

D. Contractor will not be responsible for:

1. Damage due to abuse, power surge, lightning, or force majeure; or
2. Replacement hardware and factory repair costs.

E. Contractor will inspect the County's equipment listed above and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition, provided that such services and maintenance are necessitated by normal usage of equipment. Inspections and maintenance service will be provided by Contractor during normal working hours at the locations specified by the County. All contract service inspections will be scheduled for mutual convenience, and on an annual basis. These inspections will include transmitter measurements and power output measurements as required by the FCC.

F. For instances that require emergency service, which includes situations that result in severe degradation of the system and require immediate attention, Contractor's technician will provide response within two hours either by telephone or by dialing into site monitoring equipment (if applicable) at the site reporting the problem. If required, a technician will be dispatched within four hours during normal business hours or six hours during after hours, holidays, and weekends.

G. Contractor warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacturer's published specifications.

H. The Contractor will invoice the County for service satisfactorily performed at the rate of \$2,916.66 per month.

Agenda Item: VIII.G.
Meeting Date: 20 Sept 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 12 September 2016
SUBJECT: NC 911 Board Grant
PRESENTER: D. Bryan Phillips

REQUEST:

Request approval from the Moore County Board of Commissioner to receive funds in the amount of \$586,404 from the NC 911 Board competitive grant for the implementation of a Back-up 911 center and Locution Prime Alert System.

BACKGROUND:

In 1989 the North Carolina General Assembly passed the Public Safety Telephone Act recognizing 911 as a toll free number through which an individual in the State can gain rapid, direct access to public safety aid. The Act became law as North Carolina General Statute Chapter 62A. Local governments were to set a rate and collect a 911 service fee to pay eligible costs associated with providing that direct access to Public Safety Answering Points (PSAP). When wireless phones became popular, they did not fit the wireline model for providing location information, so in 1998 the Legislature adopted NC Senate Bill 1242 providing for a 911 Wireless Fund and creation of the Wireless 911 Board. This bill defined the composition of the fund and the requirements for participation. It became law as Article 2 of §62A. During the 2007 legislative session House Bill 1755 was introduced "to modernize and improve the administration of the State's 911 system through a statewide 911 Board by ensuring that all voice services contribute to the 911 system and by providing parity in the quality of service and the level of 911 charges across voice communications service providers." The bill was passed as Session Law 2007-383, and took effect January 1, 2008. It requires all voice communications service providers to collect a single rate 911 service fee and remit collections to the State 911 Board rather than to the local governments. The State 911 Board distributes funds to the PSAPs based upon criteria set forth in the new law. **North Carolina General Statute 62A-40A, H512v5,SL2015-219 and H730v6-SL2015-261.**

The uses of 911 funds are very restrictive and require approval from the NC 911 Board for them to be utilized. Moore County has approximately 1.2 million fund balance available with the NC 911 Board.

These funds are from the NC 911 competitive grants process, there were nineteen PSAP apply requesting funds in the amount of exceeding \$30 million. Moore County requested \$1,172,807 and has been awarded for \$586,404 by the NC 911 Board and Committee approved.

IMPLEMENTATION PLAN:

Complete the Back-Up 911 Center as required by North Carolina General Statute
Install Locution Prime Alert System to enhance the level of service provided by 911

FINANCIAL IMPACT STATEMENT:

Locution Prime Alert System approximately \$200,000

Back Up 911 Center approximately \$972,807

RECOMMENDATION SUMMARY:

Make a motion to...accept the 2017 PSAP Grant for \$586,404 for implementation of the Back-up 911 center and implement the Locution Prime Alert System to enhance the level of service provided by Moore County Communications and authorize the chairman to execute and sign all necessary documents upon legal and financial approvals.

SUPPORTING ATTACHMENTS:

Letter from NC 911 Board



911 Board
INFORMATION TECHNOLOGY

Chris Estes
Chairman
Jason Barbour
Vice Chairman

August 30, 2016

Bryan Phillips
Director of Public Safety
Moore County
P.O. Box 905
Carthage, NC 28327

Dear Bryan,

The North Carolina 911 Board reviewed your grant application for the project entitled "Back Up 911 Center & Locution Prime Alert System" at the August 26, 2016 meeting. The application requested \$1,172,807. The Board's Grant Committee recommended awarding the grant but reducing the funding to the amount of \$ 586,404. The Board approved the Committee recommendation.

The grant award is conditioned on several questions that need to be answered before the final award process can proceed. First, is Moore County willing to accept the reduced amount? If the grant is funded at this reduced amount, will the project be accomplished as described in the grant application? Please explain what changes either in funds or scope will be taken.

I will need your reply no later than September 26, 2016 if these terms are acceptable. An email reply is acceptable.

Thanks Bryan and if you have any questions, please let me know.

Sincerely,

Richard Taylor
Executive Director

Agenda Item: VIII.H.
Meeting Date: September 20, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Wayne Vest, County Manager

DATE: September 16, 2016

SUBJECT: Capital Projects

PRESENTER: Wayne Vest

REQUEST:

Request the Board of Commissioners approve the addition of Capital Project Manager, grade 128 to the County of Moore Position Classification and Pay Plan and approve the addition of one (1) full time position to the FY 2017 Position Authorization Document.

BACKGROUND:

Large capital projects require a considerable amount of development and on-site oversight by a project manager 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.

Adding a Capital Project Manager position to the Position Classification and Pay Plan and to the FY 2017 Position Authorization Document would allow the County to hire a project manager to oversee and manage all County related capital projects. The position would also assist with review of school capital project change order and pay application requests as well as additional oversight assistance if/as needed.

IMPLEMENTATION PLAN:

Once approved, recruit and hire a Capital Project Manager. The Capital Project Manager will report to the County Manager.

FINANCIAL IMPACT STATEMENT:

Funding source is Fund 100 General Fund

RECOMMENDATION SUMMARY:

Request the Board of Commissioners make a motion to approve the addition of Capital Project Manager, grade 128 to the County of Moore Position Classification and Pay Plan.

Request the Board of Commissioners approve the addition of one (1) full time position to the FY 2017 Position Authorization Document.

SUPPORTING ATTACHMENTS:

Revised Position Classification and Pay Plan
Revised FY 2017 Position Authorization Document

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
4-H Assistant	101	A	15,904	16,438	16,971	17,506	18,041	18,575	25,718
Compactor Operator	101	A							
Gym Supervisor	101	A							
Library Page	101	A							
Nutrition Site Manager	101	A							
Park Assistant	101	A							
Seasonal Maintenance	101	A							
Animal Shelter Assistant	102	B	16,698	17,260	17,820	18,382	18,944	19,503	27,003
Certified Nursing Assistant I	103	H	17,534	18,122	18,711	19,301	19,890	20,479	28,354
Certified Nursing Assistant II	104	H	18,410	19,028	19,647	20,266	20,883	21,502	29,771
MCTS Driver	104	B							
Custodial Worker	105	B	19,331	19,981	20,630	21,279	21,928	22,577	31,261
Community Social Services Assistant	106	H	20,298	20,979	21,661	22,344	23,024	23,706	32,824
Groundskeeper	107	B	21,313	22,029	22,744	23,459	24,174	24,891	34,464
Lead Certified Nursing Assistant	107	H							
Lead Custodial Worker	107	B							
Animal Shelter Attendant	108	B	22,379	23,129	23,881	24,632	25,385	26,137	36,189
Meter Technician	108	B							
Office Assistant III	108	F							
Processing Assistant III	108	F							
Secretary	108	F							
Volunteer Services Coordinator	108	F							
Library Technician	109	F	23,497	24,287	25,075	25,864	26,654	27,443	37,997
MCTS Lead Driver	109	B							
Medical Office Assistant	109	F							
Tax Assistant I	109	F							
Truck Driver	109	B							
Weighmaster	109	B							
Accounting Clerk IV	110	F	24,671	25,499	26,328	27,158	27,986	28,815	39,896
Accounting Technician II	110	C							
Billing & Collections Clerk I	110	C							
Container Site Supervisor	110	D							
Customer Service Representative	110	F							
Library Technician II	110	F							
Nutrition Coordinator	110	F							
Office Assistant IV	110	F							
Processing Assistant IV	110	F							
Veterans Services Assistant	110	F							
Water Pollution Control Plant Operator Trainee	110	B							
Administrative Secretary	111	F	25,904	26,776	27,646	28,515	29,387	30,256	41,891
Income Maintenance Caseworker I	111	H							
Trucking Supervisor	111	D							
Accounting Clerk V	112	F	27,200	28,115	29,028	29,941	30,856	31,770	43,986
Accounting Technician III	112	C							
Administrative Services Assistant V	112	F							
Child Support Agent I	112	H							
Equipment Operator	112	B							

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Human Resources Technician I	112	C							
Maintenance Technician	112	B							
Master Control Room Operator	112	G							
Personnel Technician I	112	C							
Processing Assistant V	112	F							
Processing Unit Supervisor V	112	D							
Program Assistant V	112	F							
Tax Assistant II	112	F							
Utility Equipment Operator	112	B							
Utility Field Services Technician	112	B							
Utility Locator	112	B							
Utility Maintenance Technician	112	B							
Water Pollution Control Field Operator	112	B							
Water Pollution Control Lab Technician	112	E							
Water Pollution Control Plant Operator I	112	B							
Administrative Assistant I	113	C	28,560	29,520	30,479	31,438	32,398	33,358	46,186
Assistant Veterans Services Officer	113	H							
Billing & Collections Clerk II	113	C							
Care Manager	113	H							
Case Manager	113	H							
Electrical/Maintenance Technician	113	B							
Human Services Coordinator I	113	H							
HVAC/Maintenance Technician	113	B							
Income Maintenance Caseworker II	113	H							
Income Maintenance Investigator I	113	H							
Nutritionist I	113	E							
Social Worker I	113	H							
Tax Assistant III	113	F							
Water Pollution Control Plant Mechanic	113	B							
Water Pollution Control Plant Operator II	113	B							
Water System Operator	113	B							
Animal Services Officer	114	G	29,989	30,996	32,003	33,011	34,018	35,025	48,495
Athletic Supervisor	114	D							
Auto Mechanic	114	B							
Billing & Collections Clerk III	114	C							
Business/Personal Property Appraiser	114	E							
Custodial Supervisor	114	B							
Deputy Register of Deeds II	114	F							
Detention Officer	114	G							
Fitness Room Coordinator	114	B							
Human Resources Placement Specialist	114	H							
Licensed Practical Nurse (LPN)	114	E							
Mapper	114	E							
Public Health Educator I	114	E							
Recreation Specialist	114	C							
Water Pollution Control Plant Operator III	114	B							
Administrative Assistant II	115	C	31,488	32,546	33,603	34,661	35,719	36,776	50,920

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Administrative Coordinator	115	C							
Child Support Agent II	115	H							
Communication/Placement Specialist	115	C							
Delinquent Collector	115	E							
Human Resources Technician II	115	C							
Income Maintenance Caseworker III	115	H							
Income Maintenance Investigator II	115	H							
Lead Maintenance Technician	115	B							
Medical Laboratory Technician I	115	E							
Personnel Technician II	115	C							
Program Coordinator	115	H							
RSVP Director	115	H							
Senior Mapper	115	E							
Title Research Specialist	115	E							
Water Pollution Control Plant Operator IV	115	B							
Water Pollution Control Plant Senior Operator	115	B							
Athletic Coordinator	116	C	33,062	34,172	35,284	36,395	37,503	38,615	53,464
Deputy Register of Deeds III	116	E							
Detention Deputy Sheriff	116	G							
Detention Officer Supervisor	116	D							
Engineering Project Technician	116	E							
Field Service Supervisor	116	D							
Human Services Coordinator II	116	H							
Internal Tax Auditor	116	E							
Landfill Operations Supervisor	116	D							
Lead Auto Mechanic	116	B							
Lead Child Support Agent	116	H							
Lead Water System Operator	116	D							
Library Supervisor	116	D							
Nutritionist II	116	E							
Senior Maintenance Technician	116	B							
Solid Waste Collections Supervisor	116	D							
Substance Abuse Counselor II	116	H							
Veterans Services Officer	116	H							
Accounting Specialist I	117	E	34,715	35,882	37,048	38,214	39,380	40,545	56,138
Administrative Officer I	117	D							
Animal Control Supervisor I	117	D							
Animal Shelter Manager	117	D							
Deputy Sheriff	117	G							
Human Resources Specialist	117	C							
Income Maintenance Supervisor II	117	D							
Medical Laboratory Technician II	117	E							
Real Property Appraiser	117	E							
Register of Deeds Technology Support	117	C							
Social Worker II	117	H							
Water Pollution Control Plant Lead Mechanic	117	D							
Administrative Specialist/Campaign Finance	118	C	36,452	37,675	38,899	40,124	41,349	42,575	58,945

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Assistant Collections Supervisor	118	D							
Assistant Fire Marshal	118	G							
Assistant Register of Deeds	118	C							
Chief Assistant Register of Deeds	118	D							
Child Support Supervisor	118	D							
Computer Systems Administrator I	118	E							
E911 Addressing Coordinator	118	E							
Human Services Coordinator III	118	H							
Information Technology Support Analyst	118	E							
Maintenance Supervisor	118	D							
Maintenance Supervisor/Collections	118	D							
Maintenance Supervisor/Distribution	118	D							
Maintenance Supervisor/Water Quality	118	D							
Natural Resources Specialist	118	E							
Nutritionist III	118	E							
Permitting Technician	118	F							
Program and Events Coordinator	118	C							
Public Health Educator II	118	E							
Senior Appraiser	118	D							
Senior Engineering Project Technician	118	E							
Senior Real Property Appraiser	118	D							
Water Pollution Control Plant Lead Operator	118	D							
Youth Services/Day Reporting Supervisor	118	D							
Code Enforcement Officer	119	E	38,274	39,559	40,845	42,130	43,416	44,703	61,894
Dental Hygienist I	119	E							
Deputy Sheriff/Sergeant	119	G							
Detective Sergeant	119	G							
Elections System Technician Specialist	119	D							
First Sergeant	119	G							
Human Resources Analyst I	119	C							
Information Technology ERP Specialist	119	E							
Information Technology Support Specialist	119	E							
Land Records Supervisor	119	D							
Natural Resources Specialist II	119	E							
Quality Assurance Nurse I	119	E							
Senior Permitting Technician	119	F							
Social Worker III	119	H							
Tax Collection Section Leader	119	D							
Voter Registration Services Coordinator	119	C							
Administrative Officer II	120	D	40,187	41,536	42,888	44,238	45,587	46,937	64,987
Billing Supervisor	120	D							
Chief Appraiser	120	D							
Garage Fleet Supervisor	120	D							
Housing Rehab Inspector	120	E							
Information Technology Network Analyst	120	E							
Information Technology Network eBusiness Specialist	120	E							
Paralegal	120	E							

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Planner	120	E							
Revaluation Market Analyst	120	E							
Senior Internal Tax Auditor	120	E							
Social Work Supervisor II	120	D							
Social Worker-Investigative/Assessment & Treatment	120	H							
Tax Listing Section Leader	120	D							
Transportation Operations Division Leader	120	D							
Utilities Maintenance Superintendent	120	D							
WPCP Chemist & Pre-treatment Coordinator	120	E							
Appraiser Supervisor	121	D	42,196	43,615	45,032	46,449	47,866	49,284	68,236
Building Inspector	121	E							
Dental Hygienist II	121	E							
GIS Programmer Analyst	121	E							
Law Office Manager	121	C							
Public Health Nurse I	121	E							
Purchasing Coordinator	121	C							
Quality Assurance Supervisor/RN	121	E							
Senior Planner	121	E							
Tax Appraising Section Leader	121	E							
Water Pollution Control Plant Superintendent	121	D							
Administrative Services Manager	122	C	44,307	45,795	47,283	48,772	50,261	51,748	71,648
Deputy Sheriff/Lieutenant	122	G							
E911 Communications Manager	122	D							
Environmental Health Specialist	122	E							
Fire Marshal	122	D							
GIS Applications Developer	122	E							
Grants Writer	122	C							
Human Resources Analyst II	122	E							
Income Maintenance Administrator I	122	D							
Information Technology Applications Specialist	122	E							
Information Technology Network Specialist	122	E							
Information Technology Office/Communication Specialist	122	E							
Long Range Planner	122	E							
Senior Code Enforcement Officer	122	E							
Solid Waste and Recycling Division Manager	122	D							
Administrative and Transportation Program Manager	123	D	46,522	48,085	49,648	51,210	52,773	54,336	75,231
Animal Operations Director	123	D							
Database Administrator	123	E							
GIS Coordinator	123	E							
Logistics/Training Chief	123	D							
Natural Resources Administrator	123	D							
Parks & Recreation Director	123	D							
Planning Supervisor	123	D							
Project Manager	123	E							
Property Management Supervisor	123	D							

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Public Health Nurse II	123	E							
Purchasing Manager	123	E							
Senior Building Inspector	123	E							
Social Work Supervisor III	123	D							
Utility Operations Manager	123	D							
Aging Director	124	D	48,848	50,488	52,130	53,770	55,413	57,053	78,992
Assistant Finance Director	124	E							
Building Inspection Supervisor	124	D							
Child Support Director	124	D							
Deputy Director/Fire Marshal	124	D							
Deputy Sheriff Captain	124	G							
Deputy Tax Administrator	124	D							
Environmental Health Program Specialist	124	E							
GIS Manager	124	E							
Information Technology Applications Manager	124	D							
Information Technology Network Manager	124	D							
Internal Auditor	124	E							
Public Health Nurse III	124	E							
Risk and Benefits Manager	124	D							
Social Work Program Manager	124	D							
Soil Scientist I	124	E							
Tax Division Leader	124	D							
Director of Elections	125	D	51,290	53,013	54,738	56,459	58,183	59,905	82,940
Environmental Health Supervisor I	125	D							
Deputy Director/EMS	126	D	53,856	55,664	57,474	59,282	61,092	62,900	87,090
Emergency Management Manager	126	D							
EMS Chief	126	D							
Assistant County Attorney	127	E	56,548	58,448	60,346	62,246	64,146	66,045	91,442
Deputy Sheriff Major	127	G							
Capital Project Manger	128	E	59,375	61,369	63,363	65,358	67,353	69,348	96,014
Chief Deputy	128	G							
County Engineer	128	E							
GIS Director	128	D							
Human Resources Director	128	D							
Information Technology Director	128	D							
Property Management Director	128	E							
Public Health Nurse Director I	128	E							
	129		62,343	64,438	66,533	68,625	70,720	72,816	100,815
Associate County Attorney	130	E	65,461	67,661	69,859	72,057	74,256	76,456	105,856
Physician Extender II	130	E							
Planning Director	130	D							
Public Works Director	130	D							
Deputy County Attorney	131	E	68,733	71,042	73,352	75,661	77,970	80,279	111,148
Chief Finance Officer	132	D	72,170	74,595	77,020	79,444	81,868	84,292	116,707
Health Director	132	D							
Public Safety Director	132	D							
Social Services Director	132	D							

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
	133		75,779	78,326	80,870	83,415	85,961	88,506	122,543
	134		79,569	82,241	84,915	87,587	90,260	91,921	128,670
Assistant County Manager	135	D	83,546	86,352	89,160	91,966	94,771	97,578	135,103

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
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Telecommunicators position based on 2080 hours worked yearly									
E911 Communication Specialist	200	G	14.42	17.21	17.75	18.29	18.84	19.40	26.73
E911 Training Specialist	200	D	14.42	17.21	17.75	18.29	18.84	19.40	26.73
E911 Telecommunicator	201	G	13.07	15.65	16.17	16.67	17.18	17.69	24.28

Telecommunicator Supervisor	200	G	14.42	17.21	17.75	18.29	18.84	19.40	26.73
Telecommunicator	201	G	13.07	15.65	16.17	16.67	17.18	17.69	24.28

E911 Shift Premium of 75¢ per scheduled work hour for employees working 7pm to 7am.

EMT/EMS 24 hour positions based on 3328 hours worked yearly									
EMT Basic (24 hour shift)	202	G	9.01	9.31	9.62	9.92	10.22	10.52	14.56
EMT Intermediate (24 hour shift)	203	G	9.93	10.27	10.62	10.94	11.28	11.62	16.06
EMT Paramedic (24 hour shift)	204	G	11.48	11.88	12.25	12.65			18.59
Paramedic First Class (24 hour shift)	205	G					13.04	13.42	18.59
Paramedic Corporal (24 hour shift)	206	G	12.08	12.49	12.89	13.31	13.71	14.11	19.52
EMS Captain (24 hour shift)	207	G	12.68	13.10	13.54	13.96	14.38	14.82	20.50
EMS Major (24 hour shift)	208	D	13.98	14.45	14.93	15.38	15.87	16.32	22.49

EMT/EMS 12 hour positions based on 2080 hours worked yearly									
EMT Basic (12 hour shift)	209	G	14.41	14.90	15.38	15.89	16.35	16.84	23.30
EMT Intermediate (12 hour shift)	210	G	15.91	16.43	19.98	17.49	18.04	18.57	25.72
EMT Paramedic (12 hour shift)	211	G	18.38	19.01	19.61	20.24			29.72
Paramedic First Class (12 hour shift)	212	G					20.88	21.48	29.72

Position Classification & Pay Plan for Moore County - Effective September 20, 2016

TITLE	GRADE	BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Maximum
Special Non-Salaried Positions									
Elections Worker - rate set by Elections Board	213	A							
Intern-rate set by Department grant	214	A							
Public Safety Technician	215								
Recreation - Multiple Referees for Basketball	216	A		17.86 per hour					
Recreation - Open/Closing of Facilities	217	A		15.92 per game					
Recreation - Referee for Football	218	A		15.92 per day					
Recreation - Referee for Soccer	219	A		15.92 per game					
Recreation - Referee for Soccer	220	A		15.92 per game					
Recreation - Scorekeeper	221	A		10.62 per game					
Recreation - Single Referee for Basketball	222	A		21.22 per game					
Recreation - Umpire for Adult Softball	223	A		19.10 per game					
Recreation - Umpire for Coach Pitch	224	A		15.92 per game					
Recreation - Umpire for Jr. League	225	A		31.84 per game					
Recreation - Umpire for Little League	226	A		19.10 per game					
Recreation - Umpire for Tee Ball	227	A		15.92 per game					
Recreation - Umpire for Youth Softball	228	A		19.10 per game					
Recreation - Concession Worker	229	A		7.47 per hour					

Appointed Officials

Clerk to the Board	300	D	51,510	x	x	x	x	x	77,369
County Attorney	301	E	77,265	x	x	x	x	x	124,946
County Manager	302	D	104,153	x	x	x	x	x	168,427
Tax Administrator	303	D	59,855	x	x	x	x	x	100,487

Elected Officials

Register of Deeds	400	D	60,885	x	x	x	x	x	98,457
Sheriff	401	G	72,114	x	x	x	x	x	122,218

On Call Pay for Non-Exempt Only	Per Day Rate	Per Day Rate	
Monday - Thursday	\$10.00	Friday, Saturday and Sunday	\$20.00
Departmental policies are in place and must be followed for payment of on-call pay.		County Observed Holiday	\$30.00

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

FY16/17 Changes

Capital Project Manager	1
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)	<u>-1</u>
Net difference	-4

FY 2015-16		FY 2016-17	
Full Time	Part Time	Full Time	Part Time
4		5	
20	1	20	1
11	3	11	3
10		11	
1		0.15	
1		0.85	
6		6	
7		6	
0		0	
4		3	
7		7	
3		3	
1		1	
50	1	46	1
3		3	
10		12	
9		9	
5		5	
13		12	
15		15	
2.25		2.25	
9		9	
10		10	
77		78	
57		57	
99		98	
3		3	
24		24	
3		3	
<u>25</u>	<u>0</u>	<u>27</u>	<u>0</u>
489.25	5	487.25	5
72.75		71.75	
10	6	10	6
1		1	
40		40	
<u>19</u>	<u>0</u>	<u>19</u>	<u>0</u>
142.75	6	141.75	6
632.00	11	629.00	11
637.5		634.5	

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Wayne Vest, County Manager & Misty Leland, County Attorney

DATE: 9/16/2016

SUBJECT: Consideration of Bids Received for Abandoned Well Lots – Seven Lakes

REQUEST:

Consider bids received from Seven Lakes West Landowners Association, Inc. (SLWLA) for six abandoned well site lots owned by the County and determine whether to initiate the upset bid process.

BACKGROUND:

At the Board's August 16, 2016 regular meeting, it was reported that a single bid had been received for six abandoned well sites owned by the County within the Seven Lakes West Landowners boundaries. The SLWLA submitted a bid for \$30,000. However, per legal guidance, the Board directed the Manager to inform the bidder that the properties should be bid individually to maintain the competitiveness of the process. Most recently, the County received the following individual bids for the same six lots. This time the total amount bid price is \$19,000; which is \$11,000 less than SLWLA's original single bid.

County Designation	Location	Approximate Size (Acres)	Amount Offered
9A	Longleaf at Smathers	1.13	\$9,000.00
9	Longleaf near Billings	0.98	\$5,000.00
3	Parkwood at Railroad Track	0.92	\$1,000.00
8	Longleaf at Drum Hill Court	0.95	\$1,000.00
11	Longleaf near Fogleman	1.12	\$2,000.00
11A	Gateway at Highway 73	0.95	\$1,000.00

IMPLEMENTATION PLAN:

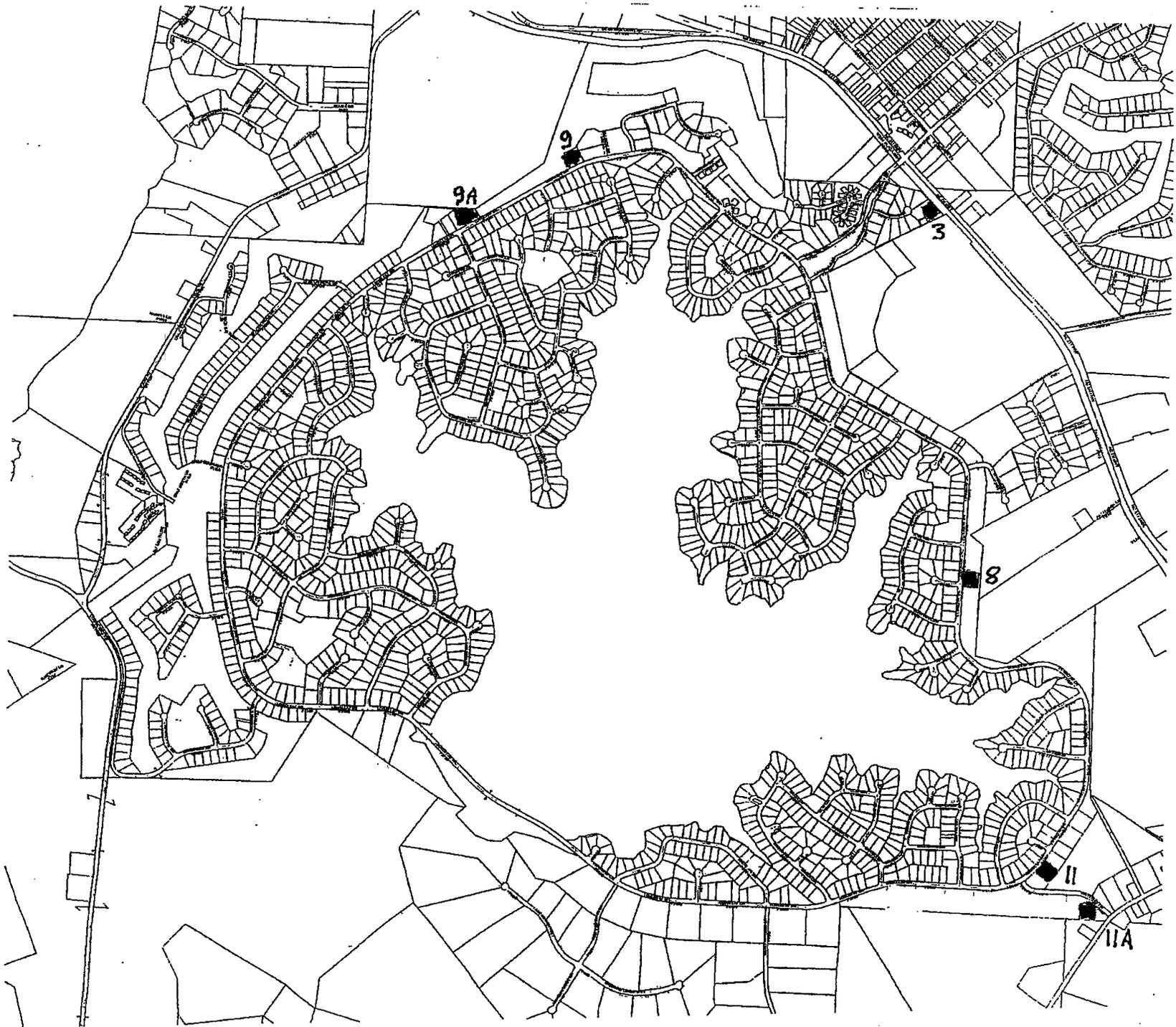
Staff will proceed according to the Board's direction.

RECOMMENDATION SUMMARY:

Consider whether to initiate the upset bid process based on these bids received.

ATTACHMENTS:

Map of Lots



Agenda Item: IX.A.
Meeting Date: 9/20/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 9/16/2016
SUBJECT: Appointments / Aberdeen Planning Board ETJ Member

REQUEST:

Appoint ETJ member to the Town of Aberdeen Planning Board.

BACKGROUND:

The Town of Aberdeen Board of Commissioners voted on 9/12/2016 to accept Heidi Whitescarver as an ETJ member of the Town's Planning Board. On behalf of the Aberdeen commissioners, the Town's Planning Director has requested the County Board of Commissioners make this appointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment.

RECOMMENDATION SUMMARY:

Make a motion to appoint Heidi Whitescarver as an ETJ member of the Town of Aberdeen Planning Board for a term commencing June 30, 2016 and expiring June 30, 2019.

ATTACHMENTS:

Request from Town of Aberdeen Planning Director

Town of Aberdeen

COMMISSIONERS
JOE DANNELLEY
ELEASE GOODWIN
KEN BYRD
BUCK MIMS
JAMES W. THOMAS



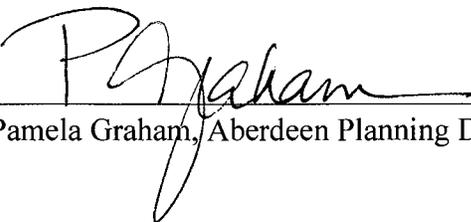
ROBERT A. FARRELL, Mayor
BILL ZELL, Town Manager
REGINA M. ROSY, Town Clerk

REQUEST TO THE MOORE COUNTY BOARD OF COMMISSIONERS FOR APPOINTMENT OF AN ABERDEEN PLANNING BOARD MEMBER REPRESENTING THE TOWN'S EXTRA TERRITORIAL JURISDICTION

Dear Moore County Board of Commissioners,

On September 12, 2016 The Aberdeen Board of Commissioners voted to accept an application for service to the Aberdeen Planning Board from Heidi Whitescarver, a resident of our extra territorial jurisdiction (ETJ). We respectfully request that you consider formal appointment of Ms. Whitescarver to this position to fill a seat vacated by Mr. Johnny Ransdell, who has exhausted two consecutive full terms on our Planning Board.

Ms. Whitescarver comes to us with recommendations and a range of experience that we believe will serve our community well. We appreciate your consideration on this matter.



Pamela Graham, Aberdeen Planning Director

9/16/16

Date