



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, OCTOBER 6, 2020**

**REGULAR MEETING, 10:30 AM**

**CALL TO ORDER**

**INVOCATION** – *Rev. Adam Beddingfield, 705 Church of God of Prophecy*

**PLEDGE OF ALLEGIANCE** – *Rachel Patterson, GIS Manager*

**I. PUBLIC COMMENT PERIOD**

**II. ADDITIONAL AGENDA**

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

**III. APPROVAL OF CONSENT AGENDA**

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

- A. Minutes: September 15, 2020 Regular Meeting
- B. MOU with Moore County Schools and Sandhills Center
- C. Budget Amendments
- D. Amendments to FY21 Budget Ordinance
- E. Lease Agreement with Town of Carthage
- F. DH Griffin Contract – Demolition of 106 N. Ray St. and 102 McReynolds St.
- G. Solid Waste Acceptance of COVID-19 Recycling Grant
- H. Deed of Dedication for Town of Hoffmann Wastewater
- I. Amendment to Planning/Transportation FY 21 Fee Schedule
- J. Transportation Services Contract with Monarch
- K. Transportation Services FY22 Memorandum of Understanding with Monarch
- L. Health Department Additional WIC Funding
- M. Health Department FY21 CARES 115 Infection Prevention Support Addendum Agreement
- N. General Fund's Assigned and Committed Fund Balances as of 6/30/20

**IV. RECOGNITIONS**

**V. PRESENTATIONS**

- A. Health Department – COVID-19 Update

**VI. QUASI-JUDICIAL HEARINGS**

- A. Call to Quasi-Judicial Hearing/Planning – Conditional Use Permit Request: Major Conventional Subdivision Preliminary Plat Approval – Leatherwood (*Debra Ensminger, Planning/Transportation Director*)

**VII. PUBLIC HEARINGS**

- A. Call to Public Hearing/GIS – Amendment to the Moore County Road Name and Addressing Ordinance (*Rachel Patterson, GIS Manager*)
- B. Call to Public Hearing/Planning – Request for General Use Rezoning: Rural Agricultural Conditional Use District – Farm Use (RA-CUD) to Residential and Agricultural – 40 (RA-40) (*Debra Ensminger, Planning/Transportation Director*)
- C. Call to Public Hearing/Planning – Request for Approval of Unified Development Ordinance Text Amendments (*Debra Ensminger, Planning/Transportation Director*)
- D. Call to Public Hearing/Planning – Request for Approval of Unified Development Ordinance Text Amendments – Statutory and Quarterly Updates (*Debra Ensminger, Planning/Transportation Director*)

**VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

- A. Administration – Request for Approval of Correspondence Regarding High Speed Internet Services (*Wayne Vest, County Manager / Chris Butts, IT Director*)

**X. APPOINTMENTS**

- A. Juvenile Crime Prevention Council

**XI. ADDITIONAL AGENDA**

**XII. MANAGER’S REPORT**

**XIII. COMMISSIONERS’ COMMENTS**

**XIV. CLOSED SESSION – *if necessary***

**ADJOURNMENT**

**COMMISSIONERS' UPCOMING MEETINGS/EVENTS:**

- **Board of Education**, Monday, October 12, 6:30pm (*Daeke*)
- **Airport Authority**, Tuesday, October 13, 10:00am (*Gregory*)
- **Pre-Agenda**, Wednesday, October 14, 9:30am (*Quis / Gregory*)
- **DSS Board**, Monday, October 19, 5:30pm (*Graham*)
- **Regular Meeting**, Tuesday, October 20, 5:30pm
- **Pre-Agenda**, Wednesday, October 28, 9:00am (*Quis / Ritter*)
- **Special Meeting**, Wednesday, October 28, 9:30am
- **Regular Meeting**, Tuesday, November 3, 10:30am

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

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

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

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

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

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



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, SEPTEMBER 15, 2020**

**REGULAR MEETING, 5:30 PM**

The Moore County Board of Commissioners convened for a regular meeting at 5:30pm, Tuesday, September 15, 2020 in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

**Commissioners Present:**

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

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Chairman Quis called the meeting to order at 5:31pm and welcomed everyone. Reverend Archie Stevens of Priest Hill Presbyterian Church provided the invocation and Solid Waste Director David Lambert led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

Mr. John Misiaszek, Mr. Cliff Brown, and Mr. Keith Clark offered comments.

**ADDITIONAL AGENDA**

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to add an appointment to the Board of Health to the agenda.

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

**CONSENT AGENDA**

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

- Minutes: September 1, 2020, Regular Meeting and Closed Session
- Minutes: September 3, 2020, Special Meeting and Closed Session
- Minutes: September 8, 2020, Special Meeting
- Tax Releases/Refunds – August 2020
- Budget Amendments
- Digital Learning Invoices for Moore County Schools
- Notice of Residual Petroleum
- Sole Source Justification – UV Lamp Replacement
- Contract for Bio-Solids Tipping
- Resolution Accepting Final High Offer to Purchase LRK # 00023101

Health Department FY21 Funding for 543 ELC Enhancing Detection Activities  
AIA Document G701-2017 Change Order 1 – Harrod and Assoc. Constructors, Inc.  
AIA Document G701-2017 Change Order 2 – Harrod and Assoc. Constructors, Inc.  
Ernest Money Escrow Agreement – Purchase of Krueger-Edelman, LLC Property

The tax releases/refunds resolutions, budget amendments, sole source form, and resolution accepting the offer for LRK# 00023101 are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, and D, respectively.

## **RECOGNITIONS**

### Resolution to Honor Anthony C. (Tony) Price

Commissioner Graham read a resolution honoring Tony Price, Chief Executive Officer of Moore Free Care Clinic and offered comments regarding his service to the community. Chairman Quis and Commissioner Graham presented the resolution to Mr. Price on behalf of the Board of Commissioners. Several members of the Moore Free Care Clinic Board of Directors were present to observe and support this honor. A copy of the resolution is hereby incorporated as a part of these minutes by attachment as Appendix E.

### National Recovery Month Proclamation

Drug Free Moore County Chairman Matt Garner and Executive Director Karen Wicker were present to request the Board proclaim September as National Recovery Month in Moore County. They thanked the Board for the County's support of Drug Free Moore County and provided some history on the organization. They also shared that a community recovery center was being established in Carthage. Ms. Wicker and Mr. Garner read the proclamation, and upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the proclamation, which is hereby incorporated as a part of these minutes by attachment as Appendix F.

### Mental Illness Awareness Week Proclamation

Chairman Quis read a proclamation requested by Ms. Marianne Kernan declaring October 4 – 10, 2020 as Mental Illness Awareness Week. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the proclamation, which is hereby incorporated as a part of these minutes by attachment as Appendix G.

## **PRESENTATIONS**

### Health Department – COVID-19 Update

Health Director Robert Wittmann provided an update regarding COVID-19. He was accompanied by Deputy Director Matt Garner who provided a PowerPoint presentation that was given to the Board of Health the evening prior. A handout provided by Mr. Wittmann as well as a copy of the PowerPoint presentation are hereby incorporated as a part of these minutes by attachment as Appendix H. Mr. Wittmann began his update by clarifying some misconceptions that arose during the Board of Health meeting the evening prior. The misconceptions he indicated and clarified regarded nursing home testing, testing availability elsewhere in the County, information shared with the public by the Health Department, new members on the Board of Health, and chairmanship of the Board of Health. Mr. Wittmann also informed the commissioners he planned to bring for consideration at their next regular meeting a resolution regarding the "3 Ws." Questions and discussion by the commissioners followed the presentation. Chairman Quis inquired regarding funds approved for the Health Department on the consent agenda earlier during the meeting and Mr. Wittmann said these funds would all be

used for testing. Chairman Quis asked when rapid testing would be available and Mr. Wittmann indicated rapid testing was used more for screening purposes and would still require a follow-up confirmatory test, so he would rather not spend funds on a screening tool. Chairman Quis encouraged Mr. Wittmann to continue looking into the rapid testing option and shared information from an experience he had recently heard about for which rapid testing was highly useful. Mr. Wittmann said he would continue to research and rapid testing was currently basically confined to the hospital, urgent care, and doctors' offices. Mr. Wittmann encouraged citizens' dedication and responsibility to come together and fight COVID including by following the three Ws, and he likened this to the way the country unified after Pearl Harbor and 9/11. Commissioner Graham inquired further regarding rapid testing and asked Mr. Wittmann if the funds approved earlier were needed entirely for test kits and if it was an urgent need. Mr. Wittmann said if they wanted to offer testing to the public, then yes. Commissioner Graham noted how quickly things were changing and asked if it would be prudent to consider the rapid tests. Mr. Wittmann discussed equipment necessary, etc. and said he could reexamine the option, but noted again that a positive rapid test would result in the need to subsequently have a confirmatory test. Commissioner Graham asked if he could get enough regular tests to last a few weeks if it would be prudent for Mr. Wittmann to order rapid tests and he said he was happy to research adding that to the arsenal and may have to come back to the County for CARES Act funding. Commissioner Graham asked whether the County was using the same type of software with which there was recently a problem in Mecklenburg County and Mr. Wittmann indicated that he was not familiar with it. Commissioner Graham complimented Mr. Wittmann on his increased transparency and thanked him. Commissioner Gregory asked several questions of Mr. Wittmann regarding the history of the virus in Moore County, recordkeeping, and test kit availability, and Mr. Wittmann and Mr. Garner provided the requested information.

## **PUBLIC HEARINGS**

### Public Hearing/Planning – Request for Conditional Rezoning: Residential and Agricultural – 40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) – Mining

Planning/Transportation Director Debra Ensminger presented a request by Chad Harris for a Conditional Rezoning from Residential and Agriculture -40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) for a mining operation, located at ParID 00029785, the total being approximately 8.04 acres, located on Partridge Lane in West End, owned by Johnny Harris Trucking, Inc. per Deed Book 4453 Page 337. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Conditional Rezoning from Residential and Agriculture -40 (RA-40) to Rural Agricultural Conditional Zoning (RA-CZ) for a mining operation, located at ParID 00029785, the total being approximately 8.1 acres, located on Partridge Lane in West End. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix I.

### Public Hearing/Planning – Request for Conditional Rezoning: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Warehousing

Planning/Transportation Director Debra Ensminger presented a request by Marlene Hernandez for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a warehouse, located on a portion of ParID 00009916, the total being approximately 4.15 acres out of approximately 23.06 acres, located at 126 Mills Place, Biscoe, adjacent to Tarry Church Road S, owned by Bentura Cervantes Rubio, per Deed Book 4464 Page 20. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner

Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a warehouse, located on a portion of ParID 00009916, the total being approximately 4.15 acres out of approximately 23.01 acres, located at 126 Mills Place, Biscoe, adjacent to Tarry Church Road S. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix J.

Public Hearing/Planning – Request for Conditional Rezoning: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Pallet Recycling and Production

Planning/Transportation Director Debra Ensminger presented a request by Reeder Pallet Company Inc. – Matthew Reeder for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a Pallet Recycling and Production Facility, located on two properties: ParID 95000361 and 00008792, the total being approximately 28.9 acres, located at 2344 NC Hwy 705 and adjacent to West Side Road, Robbins, owned by Sandhills Community College per Deed Book 3770 Page 106 and Deed Book 3231 Page 287. Commissioner Ritter stated that he had read the proposal and Mr. Reeder had done a thorough job and said he totally agreed and it would not be an eyesore or a noise problem. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Matthew Reeder presented information regarding his business and his request. Chairman Quis inquired regarding the type of wood grinder that would be used, the number of grinders, and screening, and Mr. Reeder supplied the requested information. Ms. Becky Cheek expressed concerns regarding recycled materials and potential cancer-causing agents that could harm her family and church family in the vicinity of the business, as well as noise. Chairman Quis commented regarding his personal knowledge of pallet recycling and said he was not advocating for Mr. Reeder, but assured Ms. Cheek that based on his knowledge, there would be no cause for concern. He also said the equipment that would be used was probably the quietest available and should not be a nuisance at all. There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) for a Pallet Recycling and Production Facility, located on two properties: ParID 95000361 and 00008792, the total being approximately 28.9 acres, located at 2344 NC Hwy 705 and adjacent to West Side Road, Robbins. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix K.

Public Hearing/Planning – Request for Conditional Rezoning: Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) – Shopping Center

Planning/Transportation Director Debra Ensminger presented a request by 4D Site Solutions, Inc. for a Conditional Rezoning from Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) for a shopping center, located on ParID 00014200, approximately 1.71 acres, located at 7627 NC Hwy 211, West End, owned by Bernie Schaub, per Deed Book 4827 Page 215. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Chris Pusey, of the survey/engineer team for the project, noted that he was available for questions. Chairman Quis inquired as to the plans and Mr. Pusey said the plan was for three retail units in one building, but the tenants were not yet defined. There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the

Board voted 5-0 to approve the Conditional Rezoning from Highway Commercial (B-2) to Highway Commercial Conditional Zoning (B2-CZ) for a shopping center, located on ParID 00014200, approximately 1.71 acres, located at 7627 NC Hwy 211, West End, owned by Bernie Schaub, per Deed Book 4827 Page 215. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix L.

Public Hearing/Planning – Request for Conditional Rezoning: Residential Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) – Retail (Firearms and Accessories Sales Facility)

Planning/Transportation Director Debra Ensminger presented a request by Tim Blakeley for a Conditional Rezoning from Rural Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) for a Retail / Fire Arms and Accessory Sales Facility, located on approximately 15,246 square feet an approximate 1.20 acre parcel, ParID 20090123, located at 1072 Stanton Hill Road, Cameron, owned by Timothy Blakeley and Jeanette Johnson Blakeley per Deed Book 3593 Page 1. Commissioner Gregory asked whether a similar plan had ever been brought in the past and Ms. Ensminger said no, not for this use. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Timothy Blakeley was available for questions. Chairman Quis asked if the business would be for firearm sales and repair and Mr. Blakeley said just retail sales. Chairman Quis asked about parking and Mr. Blakeley indicated it was planned per requirements. Chairman Quis expressed concern regarding adding businesses all over the County and noted if it were adjoining 15/501 it would be a great location but could change the rural nature which is why the Land Use Plan said what it did. Chairman Quis asked if there were any neighbors present and Ms. Ensminger indicated there had been none at the community meeting. She said her office had received calls from adjoining neighbors and once the project was explained they had no concerns. She noted it would be for the specific use requested only. Commissioner Daeke asked if it would include a firing range and Mr. Blakeley said no. Mr. Blakeley noted that his father-in-law owned the next to and across from him and said also he and his wife had talked to their neighbors and they were supportive, and he said the building would be constructed to match their house. Commissioner Ritter asked if he would be handling ammunition as well and Mr. Blakeley said yes, but strictly factory sealed. Chairman Quis asked if there were security requirements with regard to the ammunition and Mr. Blakeley said no but indicated they would have cameras (CCTV). There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and to authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Neighborhood Business Conditional Zoning (B1-CZ) for a Retail / Firearms and Accessories Sales Facility, located on approximately 15,246 square feet of an approximate 1.20 acre parcel, Par ID 20090123, located at 1072 Stanton Hill Road, Cameron, owned by Timothy Blakeley and Jeanette Johnson Blakeley. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix M.

**NEW BUSINESS**

Sheriff – Request for Approval of Reassignment of Contract Services Provided by Edovo

Captain Bill Flint requested approval for an amendment to the Detention Center's agreement with Edovo for inmate communications. Upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract and authorize the Board Chair to sign the same.

Information Technology – Request for Approval of Purchase of Laptops

Information Technology Director Chris Butts requested the Board's approval for purchase of 137 laptops for the continued use of teleworking for Moore County employees to meet safety needs during COVID-19. He noted a

new federal standard for vendors to be qualified with regard to coronavirus relief funds. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to authorize the Chairman to execute the purchase of 137 laptops with Data Network Solutions pending Finance's approval of the vendor to meet federal purchasing requirements.

#### Solid Waste – Request for Approval of Contracts to Purchase Dozer

Solid Waste Director David Lambert requested the Board's approval for the purchase of a new dozer and associated financing agreement and budget amendment. Chairman Quis inquired about the current rental cost and Mr. Lambert explained that it was around \$8,000 monthly but the County was currently in a free rental period due to equipment breakdown. County Manager Wayne Vest noted equipment the County had could not be repaired as the parts were unattainable but indicated even if they were available, the expense would have been significant. Upon inquiry by Commissioner Ritter, Mr. Lambert discussed the equipment specifications. Commissioner Gregory inquired as to the necessity of the equipment and knowledge of the need when budgeting. Mr. Vest indicated staff was aware of the need but the revenues were not there to support a purchase so they opted to go with the financing option. Commissioner Gregory said the bottom line was it was needed and Mr. Vest agreed. Mr. Lambert further discussed the machine. Chairman Quis asked about the rental monies that the County did not have to spend and Mr. Lambert said it was carried forward and unencumbered to cover additional contract costs. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve a contract with National Equipment Dealers contingent upon the closing of the direct bank loan with First Bank and to authorize the Chairman to sign all necessary documents. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to approve a financing agreement with First Bank for \$244,000 at an interest rate of 1.95% for a five-year term and authorize the Chairman to sign the necessary documents upon approval by the County Attorney and Finance Director. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the budget amendment, which is hereby incorporated as a part of these minutes by attachment as Appendix N.

#### Public Safety – Request for Approval for Purchase of Ambulance

Public Safety Director Bryan Phillips requested the Board's approval for the purchase of an ambulance. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve a purchase contract with Northwestern Emergency Vehicle for one new 2020 Dodge Ram 5500 AEV Modular Ambulance, upon using the Houston Galveston Area Council (H-GAC) cooperative purchasing program and award a contract to the vendor which is identified by the H-GAC AM10-18 and is incorporated by reference in the contract, upon approval from Finance and the County Attorney, and authorize the Chairman to sign all necessary documents.

### **APPOINTMENTS**

#### Board of Health

Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to appoint Dr. Janice Baker to the veterinarian position on the Moore County Board of Health for a three-year term expiring September 30, 2023.

### **MANAGER'S REPORT**

County Manager Wayne Vest reminded the Board of the new Aberdeen Elementary School ribbon-cutting ceremony scheduled for the following day.

## **COMMISSIONERS' COMMENTS**

Commissioner Graham acknowledged Town of Aberdeen Commissioner Wilma Laney who had been present throughout the Board's meeting.

Chairman Quis commented regarding positive news for the County, including the announcement that the United States Golf Association would be locating to Pinehurst, the announcement of federal grant funding to provide for broadband in northern Moore County, an increase in sales tax receipts, and steady occupancy tax receipts.

## **ADJOURNMENT**

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the September 15, 2020, regular meeting of the Moore County Board of Commissioners at 8:47pm.

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Francis R. Quis, Jr., Chairman

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** September 28, 2020

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

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

**REQUEST:**

Request for approval of Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center and to approve following budget amendment.

**BACKGROUND:**

In response to the high unmet need for mental/behavioral health care for Moore County Schools' students, the district has envisioned creating a centrally based team of mental/behavioral health practitioners for several years. Thanks to funding from the Sandhills Center and the support of our County Commissioners, the beginning of this team can now be a reality. A Memorandum of Agreement has been created between all parties through which Sandhills Center would provide funding for two Behavior Health Intervention (BHI) team members including salary and benefits; a computer/equipment for both BHI team members; and training for both BHI team members. The total annual funding from Sandhills Center to MCS was \$220,480 in FY2020, and it would be \$250,000 for FY2021.

**IMPLEMENTATION PLAN:**

None

**FINANCIAL IMPACT STATEMENT:**

Utilizes funding from the Sandhills Center.

**RECOMMENDATION SUMMARY:**

1. Absent any questions or concerns from members of the Board of Commissioners, it is recommended that the Board approve the Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center.
2. Make a motion to approve the following budget amendment.

**SUPPORTING ATTACHMENTS:**

Memorandum of Agreement– PDF document  
Budget Amendment

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this the 28th day of August, 2020, by and between Sandhills Center, a Local Management Entity/Managed Care Organization, with corporate offices at 1120 Seven Lakes Drive, West End, North Carolina; the County of Moore, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 1 Courthouse Square, Carthage, North Carolina; and the Moore County Board of Education, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 5277 Highway 15-501 South, Carthage, North Carolina.

The term of this contract will be July 1, 2020 through June 30, 2021.

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

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

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

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

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

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

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

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

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

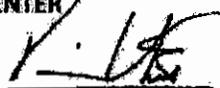
Education to support the provision of behavioral/mental health services for students enrolled in the Moore County Schools. Said funds will be paid on a monthly basis in response to itemized invoices from the Moore County Board of Education or appropriate school system staff up to the aggregate overall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

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

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

SANDHILLS CENTER

Signature:



Name (typed): Victoria Whitt

Title:

Chief Executive Officer

COUNTY OF MOORE

Signature: \_\_\_\_\_

Name (typed): Frank Quis

Title:

Chair

MOORE COUNTY BOARD OF EDUCATION

Signature:



Name (typed): Elizabeth Carter

Title:

Chair

Ac 9/10/2020  
9/11/2020

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

\_\_\_\_\_  
(Signature of Moore County Finance Officer)

\_\_\_\_\_  
(Date)

## Fiscal Year 2020/2021

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Finance - Sandhill Center - Behavior Health Intervention (BHI)					
Revenue	10018000 30457	Sandhills Center BHI Grant	-	250,000	250,000
Expense	10034096 56301	Sandhills Center BHI Grant	-	250,000	250,000

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

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

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

40011

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Finance Director  
**DATE:** 09/28/2020  
**SUBJECT:** Budget Amendments  
**PRESENTER:** Caroline L. Xiong

**REQUEST:**

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

**BACKGROUND:**

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	<b>Department / Fund</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>	<b>Journal</b>
1.	Property Management	\$350 increase	Insurance Reimbursement	Repair any county vehicles	40001
2.	Aging	\$99,371 increase	Families First Coronavirus Response ACT(FFCRA)	Provide emergency supplemental funding nutrition programs impacted by COVID-19	40002
3.	Health	\$8,580 increase	NC DHHS Division of Public Health 403 WIC Activity Agreement Addendum for FY2020-2021 Additional Funding Opportunity	WIC Program of Moore County	40005
4.	Health	\$128,467 increase	CARES Act - Coronavirus Relief Fund (CRF)	To provide necessary and appropriate relief and assistance form effect of COVID-19	40006
5.	Tax	\$6,000 increase	Tax Revaluation Reserve Fund Balance	Used to fund appraisal of a hotel involved in Property Tax Commission Appeal	40007
6.	Social Services	\$90,898 increase	2020 COVID-19 CARES Act	Adult Protective Service & Child Protective Services, Foster Care	40010

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$234,295, Multi-Year Grants Fund \$99,371 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
Property Management - Insurance Reimbursement			
Revenue 10018000 36053 Insurance Proceeds	-	350	350
Expense 10047087 53872 Professional SVCS	69,212	350	69,562

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

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

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

## **Budget Amendment Staff Report**

### **Department:**

Property Management

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

10018000 36053 (Insurance Proceeds) \$350.00

10047087 53872 (Professional Services) \$350.00

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

Insurance Reimbursement

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

National General Insurance sent a tow reimbursement to the County of Moore EMS for the following amount of:

\$350.00 for reimbursement payment.

The totaled amount of \$350.00 will be used to repair any county vehicles.

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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## Aging - Families First Coronavirus Response ACT (FFCRA)

Revenue	24032024 36294	Families First (FFCRA)	-	99,371	99,371
Expense	24030024 54129	Famfirst Congregate	-	33,124	33,124
Expense	24030024 54130	Famfirst Home Del Meal (HDM)	-	66,247	66,247

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

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

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

## **Budget Amendment Staff Report**

**Department:** Aging

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

Increase \$99,371

Rev 24032024 36294

Exp FFCRA Congregate	\$33,124	24030024 54129
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Exp FFCRA HDM	\$66,247	24030024 54130
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**Source(s) of Funding:**

Families First Coronavirus Response ACT (FFCRA) awarded by The Administration for Community Living (ACL) for congregate and home delivered nutrition services under title III of the Older Americans Act (OAA).

**Justification (please be specific):**

FFCRA will provide emergency supplemental funding for Older Americans Act (OAA) nutrition programs that are impacted by COVID-19.

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Health - NC DHHS Division of Public Health 403 WIC Activity Agreement  
Addendum for FY2020-2021 Additional Funding Opportunity

Revenue	10032071 35001 Women/Infant/Children Grant	331,320	8,580	339,900
Expense	10039062 53872 Professional SVCS	67,183	8,580	75,763

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

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

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

## **Budget Amendment Staff Report**

### **Department:**

Health

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

Increase Revenue Account 10032071-35001 WIC Grant Revenue \$8,580

Increase Expense Account 10039062-53872 WIC Professional Services \$8,580

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

Federal grant funds from US Department of Agriculture provided through NC DHHS Division of Public Health 403 WIC Activity Agreement Addendum for FY2020-2021 Additional Funding Opportunity.

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

WIC is a special supplemental nutrition program for Women, Infants, and Children. WIC serves as an adjunct to the health care system. WIC enjoys a reciprocal relationship with the health care community receiving referrals from private and public health care providers while providing health care referrals as needed for medical services.

The FY2020-2021 Division of Public Health Agreement Addendum Additional Funding Opportunity provides the Moore County Health Department WIC Program with additional funding to further enhance the ability of WIC Program operations and to service additional participants

Agreement Addendum Revision #1 provides additional funds to serve additional participants. These additional funds will further enhance the ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

The WIC Program of the Moore County Health Department desires to allocate this additional federal funding to amend an existing contract with Nutrition Plus, Inc., a specialized staffing agency, to fund additional contract nutritionist services from October 1, 2020 through May 31, 2021.

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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## Health - CARES Act - Coronavirus Relief Fund (CRF)

Revenue	10032071 35220 CARES CFR Health	-	128,467	128,467
Expense	10039049 54131 CARES CFR Health	-	128,467	128,467

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

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

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

## **Budget Amendment Staff Report**

### **Department:**

Health

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

Increase Revenue 10032071-35220 CARES Infection Prevention Support \$128,467

Increase Expense 10039049-54131 CARES Infection Prevention Support \$128,467

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

The North Carolina General Assembly passed Session Law 2020-4 (H1043) to fulfill their constitutional duty to appropriate all funds, including federal CARES Act funds appropriated or otherwise made available under the COVID-19 Recovery Legislation, and to direct the use of those funds in a manner that is consistent with the authorizing federal legislation and that responsibly provides for the public health and economic well-being. Through this legislation, the Coronavirus Relief Fund (CRF) was established.

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

The primary purpose of the CRF is to provide necessary and appropriate relief and assistance from the effects of COVID-19. These funds were provided to the Department of Health and Human Services to provide flexible funds for local health department to support infection-prevention related activities.

These funds may be used by the Local Health Department to support any locally identifies need to support COVID-19 infection prevention, through any public health program. Examples of infection-related expenditures may include, but are not limited to, staffing support related to infection control services or programs, environmental health services related to infection prevention and control (e.g., site assessments), technological needs including those for providing telehealth services, testing, investigation, contact tracing, infection-control training, disinfection of public areas and facilities, purchase of person protective equipment, COVID-19 infection control related medical expenses including clinical care, and infection prevention capital improvements directly related to the COVID-19 public health emergency.

Infection prevention and related activities must support standardized infection control basic principles as described in the NC DHHS COVID-19 Guidance found here:

<https://covid19.ncdhhs.gov/guidance>

# Fiscal Year 2020/2021

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

Revenue	10019000 32950	Appropriated Fund Balance	250,102	6,000	256,102
Expense	10016035 53872	Professional SVCS	68,601	6,000	74,601

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

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

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

## **Budget Amendment Staff Report**

**Department:** Moore County Tax Department

**Increase or Decrease of Amount of Funding:** Increase Funding of \$6,000

**Source(s) of Funding:** Tax Revaluation Reserve Fund Balance

**Justification (please be specific):** The current Tax Revaluation Fund Balance is \$111,182. The Tax Department is requesting that \$6,000 be appropriated from account #10019000 32950, appropriated fund balance. This will leave \$105,182 in the reserve account. These funds will be used to fund the appraisal of a hotel involved in a Property Tax Commission Appeal and production cost of materials in-house.

Please see below a breakdown of the line items of this request:

10016035 53872	Professional Services	\$6,000
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## Fiscal Year 2020/2021

Budget Line Item			Budgeted	Increase/	Revised
Number			Amount	(Decrease)	Budget
Social Services - 2020 COVID-19 CARES Act					
Revenue	10032044 33012	State Foster Care	43,543	2,200	45,743
Revenue	10032044 33009	IV-E Foster Care	152,171	8,400	160,571
Expense	10038049 53897	State Foster Care	50,000	2,200	52,200
Expense	10038049 53845	IV-E Foster Care	110,000	8,400	118,400
Revenue	10032044 33050	COVID APS/CPS	-	80,298	80,298
Expense	10038048 52602 CPS	Operating Equipment	-	64,909	64,909
Expense	10038048 52602 APS	Operating Equipment	-	15,389	15,389

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

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

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

## **Budget Amendment Staff Report #1**

**Department:** Department of Social Services

**Increase or Decrease of Amount of Funding:** Increase in funding of \$90,898.00, which includes \$80,298 for Adult Protective Services and Child Protective Services and \$10,600 for Foster Care.

**Source(s) of Funding:** The General Assembly passed Session Law 2020-4, the 2020 COVID-19 Recovery Act, which appropriated federal CARES Act funding to include \$80,298 allocated to Moore County DSS to support additional Adult Protective Services & Child Protective Services, and an additional \$10,600 for children receiving foster care services.

**Justification (please be specific):** DSS has received notification from the North Carolina Department of Health and Human Services – Office of the Controller of this additional funding for the Foster care, Adult Protective Services, and Child Protective Services that will be deposited on 9/28/2020.

The funding for foster care includes a \$100 stipend payment for each child or youth receiving foster care services in the months of July, August, and September. The stipend will be sent to the licensed foster parent, or residential care provider, or to the private child placing agency that supervised the foster family, and any young adults in the Foster Care 18 to 21 program.

The total amount of funding provided for the Adult Protective Service & Child Protective Services can be used to Improving Telework Capabilities, CPS-Education Expenses, APS-Expenses for Medical/Protective Expenses/Food Delivery, Education Expenses for CPS Foster Care Cases Only, and any APS/CPS Staffing needs.

**Agenda Item: Budget Ordinance Amendment  
Meeting Date: October 06, 2020**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** J. Wayne Vest  
**DATE:** October 06, 2020  
**SUBJECT:** Budget Ordinance Amendment  
**PRESENTER:** J. Wayne Vest

**AGENDA PLACEMENT:** Consent

**REQUEST:**

Request the Board consider amending the FY2021 Budget Ordinance which modifies provisions included in Sections 5 (A) and (B) related to transfers and contracting limitations, and Section 8 (F).

**BACKGROUND:**

The FY2021 Budget Ordinance was adopted by the Board on June 23, 2020.

During the current State of Emergency, the County Manager’s contract approving limitation was increased to “up to and including \$100,000. The increase has resulted in fewer contracts having to be scheduled for Commissioner meetings and allowed for quicker approval of contracts \$100,000 and less.

Also, at times, the Board is asked to approve agreements “upon final review and approval by the County Attorney and authorize the County Manager to sign”. The recommended changes add language to make the Budget Ordinance consistent with such motions.

**IMPLEMENTATION PLAN:**

Agreement approvals will continue to follow Budget Ordinance provisions

**FINANCIAL IMPACT STATEMENT:**

No financial impact

**RECOMMENDATION SUMMARY:**

Request the Board consider amending the FY2021 Budget Ordinance which modifies provisions included in Section 5 (B) Contracting Limitation.

**SUPPORTING ATTACHMENTS:**

FY2021 Budget Ordinance with recommended changes



**COUNTY OF MOORE**  
**BUDGET ORDINANCE**  
**FY 2020/2021**

*Final*

**BUDGET ORDINANCE**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE COUNTY OF MOORE FOR FISCAL YEAR 2020-2021.**

WHEREAS, Article 3 of Chapter 159 of the North Carolina General Statutes (NCGS) requires local governments in North Carolina to adopt ordinances establishing an annual budget, in accordance with procedures established in said Article 3, and

WHEREAS, the Moore County Board of Commissioners, following a public hearing as required by law has considered the proposed annual budget for Moore County for the 2020-2021 Fiscal Year,

**NOW, THEREFORE BE IT ORDAINED BY THE COUNTY OF MOORE BOARD OF COMMISSIONERS THAT:**

**SECTION 1 REVENUES**

The following revenues are hereby appropriated for operating the County government for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

**GENERAL FUND BUDGET SUMMARY**

**Revenues:**

Property Taxes	\$69,902,590
Rental Vehicle Tax	\$100,000
Sales Tax (Art 39, 40 and 42)	\$15,727,867
Sales Tax (Article 46)	\$3,100,000
Medicaid Hold Harmless	\$633,472
ABC Revenues/Video Franchise Tax	\$690,000
Interest income	\$1,500,000
Transfer In from Bond Interest/Debt Service	\$2,150,000
Transfer In from Fund 482 GO Bonds/Dig Equip	\$750,000
Transfer In from Fund 256 MCS Debt Service	\$1,620,822
Departmental Revenues and Fees	\$10,768,941
Child Support Enforcement	\$847,085
Social Services	\$5,555,630
Public Health	\$748,999
Other Grants	\$815,002
Aging/Senior Center	\$877,505
Appropriated Fund Balance	<u>\$0</u>

**TOTAL REVENUES**

**\$115,787,913**

## **SECTION 2 EXPENDITURES**

The following expenditures are appropriated to the General Fund and other funds as described in sections 6 through 18 for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021:

### **Expenditures**

#### **General Government**

Governing Body	\$215,894
Administration	\$710,754
Human Resources	\$303,875
Finance	\$702,954
County Attorney	\$940,002
Tax	\$2,024,609
Board of Elections	\$615,280
Register of Deeds	\$1,540,545
Information Technology/GIS	\$2,273,096
Property Management	<u>\$4,550,938</u>
TOTAL	\$13,877,947

#### **Public Safety**

Sheriff	\$7,804,852
Sheriff-Detention Center	\$5,553,097
Sheriff-Animal Center	\$840,832
Day Reporting Center	\$119,486
Youth Services	\$99,402
Emergency Management/E-911/Fire Marshal	<u>\$1,577,517</u>
TOTAL	\$15,995,186

#### **Environmental and Community Development**

Solid Waste	\$3,092,124
Planning and Community Development	\$478,707
Planning Code Enforcement	\$547,375
Cooperative Extension Service	\$298,033
Soil and Water Conservation Service	<u>\$222,948</u>
TOTAL	\$4,639,187

#### **Human Services**

Child Support Enforcement	\$801,339
Veterans Services	\$232,757
Aging/Senior Center	\$1,600,047
Social Services	\$9,656,214
Public Health	<u>\$4,312,631</u>
TOTAL	\$16,602,988

**Cultural Development**

Library	\$663,607
Parks and Recreation	<u>\$658,005</u>
TOTAL	\$1,321,612

**Education**

Public School Current Expense	\$30,350,000
Public School Capital	\$750,000
Public School Digital Equipment	\$750,000
Public School Capital Reserve Transfer	\$1,140,760
Public Schools Debt Service-Principal	\$10,216,383
Public School Debt Service-Interest	\$6,461,636
Community College Current Expense	\$4,612,262
Community College Capital Reserve Transfer	\$571,886
Community College Debt Service-Principal	\$779,618
Community College Debt Service-Interest	\$352,597
Community College Debt Service-New Facility	<u>\$771,021</u>
TOTAL	\$56,756,163

<b>Non-Profits/Court Facility Costs/Non-Departmental</b>	<u>\$1,185,335</u>
TOTAL	\$1,185,335

**Transfers**

Transfer to New Courthouse Bldg. Capital Project Fund	\$2,724,549
Transfer to Parks & Rec Capital Project Fund	\$45,000
Transfer to Capital Reserve Fund Solid Waste Loan	\$250,877
Transfer to Fund 200 Emergency Services	<u>\$450,000</u>
TOTAL	\$3,470,426

<b>Debt Service – County P&amp;I (excluding Education)</b>	<u>\$1,939,069</u>
TOTAL	\$1,939,069

**TOTAL EXPENDITURES** **\$115,787,913**

**SECTION 3 AD VALOREM TAX LEVY**

A. There is hereby levied for Fiscal Year 2020-2021, an ad valorem tax on all property having a situs in Moore County as listed for taxes as of January 1, 2020, at a rate of fifty-one (\$.51) cents per \$100 dollars of assessed value of such property, pursuant to and in accordance with the Machinery Act, Chapter 105 of the NC General Statutes and other applicable laws.

B. There is hereby levied for Fiscal Year 2020-2021, a unified fire tax rate on all property having a situs in the Moore County Fire Protection Service District at a rate of nine and a half (\$.095) cents per \$100 dollars of assessed value of such property in Moore County which is attached to and made a part of this ordinance.

C. There is hereby levied for Fiscal Year 2020-2021, an Emergency Medical Service Advanced Life Support Tax on all property within such emergency service district, as listed for property taxes as of January 1, 2020, at a rate of four (\$.04) cents per \$100 dollars of assessed value of such property, pursuant to and in accordance with the Machinery Act found in Chapter 105 of the North Carolina General Statutes and other applicable laws. Such tax can be used solely for the purpose of providing Emergency Medical Services.

D. Tax revaluation was calculated during the FY2020 budget which reflected the results of the 2019 County-wide revaluation. As required by North Carolina General Statutes, the Revenue Neutral Tax Rate has been calculated and determined to be \$.4423 cents per \$100 dollars of assessed valuation.

#### **SECTION 4 LEVY OF OTHER TAXES**

There is hereby levied, all County Rental Vehicle Taxes as authorized by the NCGS, and other such taxes, as provided in the ordinances and resolutions duly adopted by the Board of Commissioners.

#### **SECTION 5 AUTHORIZED TRANSFER OF APPROPRIATIONS, CONTRACTING LIMITATION, AND OTHER MATTERS:**

##### **A. AUTHORIZED TRANSFER OF APPROPRIATIONS**

The Budget is adopted at the Fund level and the County Manager or Assistant County Manager, or his/her designee is hereby authorized to transfer appropriations between all County Funds under the conditions listed below:

1. The County Manager, Assistant County Manager, or his/her designee may transfer amounts by budget transfer between departments within a fund without limitation, but they shall be reported to the Board of Commissioners by the Finance Office.
2. The County Manager, Assistant County Manager, or his/her designee may transfer amounts by budget amendment between funds and these budget amendments must be reported and approved by the Board of Commissioners in an itemized report.
3. The Finance Director or designee can approve budget transfers up to and including \$10,000 within the same fund.

##### **B. CONTRACTING LIMITATION**

1. Any appropriations for land and new buildings included in this ordinance may be obligated only after approval of the Board of Commissioners.

2. The County Manager, Assistant County Manager, or his/her designee is authorized to obligate through the necessary agreements, contracts, grant agreements, purchase orders or other such documents, funds included in this budget ordinance up to and including \$100,000 for the following purposes:

- a. Initiate grant agreements to public and non-profit agencies;
- ~~b.~~ b. Leases of routine business equipment;
- ~~b-c.~~ b-c. Financing agreements for purchases not including land or buildings;
- ~~e-d.~~ e-d. Consultant, professional, and/or maintenance service agreements;
- ~~e-e.~~ e-e. Purchase of apparatus, supplies, construction, repair work, and materials including where formal bids are ~~not~~ required by state law or county policies as long as the Board of Commissioners makes the bid award whenas required by law;
- ~~e-f.~~ e-f. Agreements for the acceptance of State and Federal grant funds.

~~3.~~ 3. The County Manager, Assistant County Manager, or his/her designee is authorized to obligate funds, through the necessary agreements, contracts, grant agreements, purchase orders or other such documents, ~~funds~~ included in this budget ordinance, at any amount so long as the Board of Commissioners approves/authorizes by majority vote the County Manager, Assistant County Manager, or his/her designee signing said document. for the following purposes:

~~3-4.~~ 3-4. The Finance Director or his/her designees is authorized to accept and obligate funds through grant agreements included in this budget ordinance at any amount so long as the Board of Commissioners approves/authorizes by majority vote the Finance Director or his/her designee signing said document.

~~4-5.~~ 4-5. During a State of Emergency situation the County Manager, Assistant County Manager, or his/her designee is authorized to obligate funds, through the necessary agreements, contracts, grant agreements, purchase orders, listed in item 2a-2f above, or other such documents, ~~funds~~ included in this budget ordinance at any amount as designated in the State of Emergency Declaration. ~~up to and including \$100,000~~ limitation for the purposes listed in item 2a-2e above.

~~5-6.~~ 5-6. The Health Director is hereby authorized to execute necessary agreements within the Health Operational Fund up to and including \$50,000 in accordance with State law and County policies. The Health Director is to notify the County Manager and Assistant County Manager or his/her designee and provide a copy of any such agreements authorized in this paragraph no later than the next workday. Any amount above \$50,000 ~~and above~~ must have the approval of the Board of Commissioners unless the Board of Commissioners authorizes the Health Director to approve the necessary agreements.

~~6-7.~~ 6-7. Department Directors are hereby authorized to execute contracts up to and including \$5,000 for their respective departments only.

## C. OTHER MATTERS

1. All fees, commissions, and sums paid to or collected by any County official, officer, or agent for any service performed by said official, officer or agent in his/her official capacity shall inure to the benefit of the County and are considered County funds.
2. A Designee of the Finance Director is hereby designated as a Deputy Finance Director for purposes of pre-audit functions pursuant to Chapter 159 of the NC General Statutes.
3. In accordance with Article V of the North Carolina Constitution, the County Manager and Assistant County Manager shall require the following prior to releasing public funds to other governmental agencies or private groups:
  - a. The activity to be funded is for a public purpose.
  - b. The activity to be funded is one the County is authorized to undertake or for which the County has specific statutory authorization to fund.
  - c. Through appropriate means, the County maintains some degree of control over the funds provided through this ordinance to a governmental agency or private group.
4. The County Manager, Assistant County Manager, or his/her designee is authorized to disburse the Moore County Fire Protection Service District tax revenues up to and including the amount approved in this ordinance by the Board of Commissioners. The balance, in this fund, if any, will be held by the County as an apparatus and building reserve for future purchases for the Rural Fire Protection Service Districts upon approval of the Fire Commission.

**SECTION 6 ENTERPRISE FUNDS**

- A. The following funds are designated as Enterprise Funds and are to be accounted for as such:

Water Pollution Control Plant Fund 600	\$5,642,557
Public Utilities Fund 610	\$13,794,488

Note: The East Moore Water District Fund 620 will be accounted for in a separate Budget Ordinance approved by the East Moore Water District Board.

**SECTION 7 INTERNAL SERVICE FUNDS**

The following funds are designated as Internal Service Funds, and will be accounted for as such:

Self-Insurance/Risk Management Fund 810	\$9,228,842
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## **SECTION 8 SPECIAL REVENUE FUNDS**

Annual Special Revenue Funds:

### **A. EMERGENCY MEDICAL SERVICES / ALS FUND**

Emergency Medical Services Fund 200 \$9,467,764

### **B. EMERGENCY TELEPHONE SYSTEM FUND**

Emergency Telephone System Fund 210 \$338,676

### **C. TRANSPORTATION SERVICES FUND**

Transportation Services Fund 230 \$1,161,106

### **D. SOIL & WATER CONSERVATION DISTRICT FUND**

Soil & Water Conservation District Fund 220 \$19,891

**E. Fire Protection Service District** - The County accounts for the collection and distribution of property taxes on the assessed valuation of taxable property, as listed for taxes as of January 1, 2020, for special districts as listed attached hereto and made a part of this ordinance. The tax rate and appropriations shown on the Fire Protection Service District have been determined by the Fire Commission in conjunction with the various fire department representatives, and the County as necessary for the operation of their fire departments for FY 2021.

Fire Protection Service District Fund 215 \$5,113,790

### **F. CAPITAL RESERVE FUNDS**

The County will maintain seven (7) Capital Reserve Funds as multi-year Capital Project Funds for the purpose of paying for future non-enterprise fund governmental projects, future non-enterprise fund debt service, future enterprise fund capital projects, future school and college projects as listed below:

1. Capital Reserve for Governmental Projects (Fund 250)
2. Capital Reserve for Debt Service (Fund 251)
3. Capital Reserve for Enterprise Projects – Consists of 3 separate capital reserve enterprise fund transfers from Water Pollution Control Plant, Public Utilities and East Moore Water Districts funds into this Capital Reserve for Enterprise Projects. (Fund 252)
4. Capital Reserve for Capital Projects for Sandhills Community College (Fund 253)
5. Capital Reserve for Debt Service for Sandhills Community College (Fund 254)
6. Capital Reserve for Capital Construction Projects for Moore County Schools (Fund 255)
7. Capital Reserve for Debt Service for Moore County Schools (Fund 256)

### **G. MULTI-YEAR SPECIAL REVENUE GRANTS FUND**

1. Multi –Year Grant Fund 240

**SECTION 9 COMPONENT UNIT FUNDS**

The County maintains funds for the Convention and Visitors Bureau, and Moore County Airport Authority, as component units, and shall incorporate the budgets as adopted by the respective boards into the County Accounting records.

Convention and Visitors Bureau Fund 260	\$1,254,000
Airport Authority Fund 640	\$3,716,759

**SECTION 10 TRUST and AGENCY FUNDS**

The County maintains various trust funds. Trust and Agency Funds are identified as:

A. Social Services and Sheriff Department Trust Funds-These two departments must maintain certain funds in their respective departments for daily operation. The following funds are authorized:

1. Social Services-Charitable Fund-accounts for funds donated to the department for specific needs.
2. Social Services-Client Fund-accounts for funds belonging to individuals who are unable to maintain those funds themselves.
3. Sheriff's Department-Civil Fund-accounts for funds used in the legal aspects of docketing and collection of judgments.
4. Sheriff's Department Inmate Trust Fund-accounts for commissary and inmate services.
5. Special Tax District Municipal Funds-account for the collection and disbursement for special taxing districts and municipalities.

NCGS require individuals who sign checks in Trust and Agency Funds to be designated Special Deputy Finance Officer for this purpose only. On a monthly basis, each Special Deputy Finance Officer listed below will provide the County Finance Officer with a copy of the reconciled bank statement and a statement of receipts and disbursements. The following individuals are hereby authorized:

- Ronnie Fields – Sheriff
- Richard Maness – Chief Deputy
- Andy Conway - Major
- James Furr - Captain
- William Flint - Captain
- Lydia Craven – Administrative Assistant II
- Vonda Purvis - Administrative Assistant II

**SECTION 11 CAPITAL PROJECTS BUDGETS**

The County uses Capital Project Budgets and has incorporated these budgets into the financial and accounting systems. Capital Project Funds are used to account for capital projects that span fiscal years and/or may take more than one fiscal year to complete. The following categories of projects are accounted for in such manner:

- Vass Phase II Sewer System Improvements Capital Project – Fund 411
- Pinehurst #7 Interceptor Replacement – Fund 421
- County Facilities Expansion Capital Project – Fund 430
- Emergency Communication Narrow Banding Project – Fund 431
- New Courthouse Building Capital Project – Fund 432
- Parks and Recreation Capital Project – Fund 433
- Elections Building Capital Project – Fund 434
- Cell 6 Landfill Expansion Capital Project – Fund 435
- 2010 Limited Obligation Bond Public Utilities Project – Fund 441
- 2013 Water Sources Project – Fund 447
- Airport County Capital Projects – Fund 450
- School and College Capital Projects – Fund 470, 480, 481, 482, 483 and 490

**SECTION 12 TEN YEAR CAPITAL PROJECT PLAN**

The County Manager has prepared a ten-year capital forecast. It is included as a part of the budget document for planning purposes only. The ten-year capital plan does not authorize the expenditure of funds.

**SECTION 13 MOORE COUNTY PUBLIC SCHOOLS**

The Moore County School Board may not adjust the County appropriation in any manner without prior approval of the Board of Commissioners in accordance with NCGS 159-13.

**SECTION 14 SANDHILLS COMMUNITY COLLEGE**

The County has provided funding to the Community College for Current Expense and Plant Fund expenditures in accordance with NCGS 115D-55. The Community College may not adjust County appropriations in any manner without the prior approval of the Board of Commissioners.

**SECTION 15 DUAL SIGNATURES ON CHECKS AND ELECTRONIC AND FACSIMILE SIGNATURES**

The County will use dual signatures on checks and drafts made on County funds in accordance with NCGS 159-25(b). The signatures of the County Manager or Assistant County Manager and the Finance Director or the Deputy Finance Director, following proof of warrant, are the authorized signatures of Moore County.

Pursuant to NCGS 159-28.1, the County authorizes the use of electronic signatures, facsimile signature machines, signature stamps, or similar devices in signing checks and drafts and in signing the pre-audit certificate on contracts or purchase orders. The Finance Officer will be responsible for the custody of their electronic signature, facsimile machines, stamps, plates, and other devices.

Pursuant to NCGS 66-58.4, the County is authorized to use and accept electronic signatures in the execution of contracts. Any individual authorized to execute contracts on behalf of the County is authorized to do so using an electronic signature. All electronic signatures must be in compliance with NCGS 66-58.5.

#### **SECTION 16 FINANCIAL REPORTING**

The Finance Director, or designee, will submit a monthly financial report for the County Manager, Assistant County Manager and the Board of Commissioners and, from time to time, other reports as required by the County Manager, Assistant County Manager and/or the Board of Commissioners.

#### **SECTION 17 RESERVES FOR ENCUMBRANCES**

The reserves for encumbrances as of June 30, 2020 and carry over appropriations representing prior commitments as of that date shall be re-appropriated pursuant to NCGS 159-13 to the departments within the various funds unless excluded by the County Manager or Assistant County Manager. Expenditures against these encumbrances may be made during fiscal year 2020-2021 as the previous commitments are satisfied.

#### **SECTION 18 FEE SCHEDULE**

The Annual Fee Schedule, which is attached to this ordinance, sets all fees authorized to be charged by the County for County goods, services or other functions provided by County personnel, equipment, including consultation and other such activities; and, is hereby approved.

#### **SECTION 19 INVALID OR UNCONSTITUTIONAL PORTIONS OF THIS ORDINANCE**

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

**SECTION 20 EFFECTIVE DATE**

That this ordinance shall be in full force and effect on July 1, 2020.

Adopted this \_\_\_\_\_ day of June 2020:

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

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

**Agenda Item: Approve lease agreement with Town of Carthage**  
**Meeting Date: October 06, 2020**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** J. Wayne Vest  
**DATE:** October 06, 2020  
**SUBJECT:** Lease agreement with Town of Carthage  
**PRESENTER:** J. Wayne Vest

**AGENDA PLACEMENT:** Consent

**REQUEST:**

Request the Board approve the lease agreement with the Town of Carthage for an initial term of 9 years for the parking area located at the corner of Martin Street and Barrett Street, listed as Moore County parcel 00001177.

**BACKGROUND:**

As part of the discussions with the Town of Carthage regarding the new court facility, the closure of a section of Dowd Road, and the County's acquisition of UP Enterprise properties (Fred's), the County committed to leasing the parking area described above from the Town.

**IMPLEMENTATION PLAN:**

County will continue using the parking area identified in the lease for parking to be used by County Staff for parking of personal and County vehicles

**FINANCIAL IMPACT STATEMENT:**

Initial annual lease amount is \$3,800 with subsequent years lease amounts increased by 1.5%

**RECOMMENDATION SUMMARY:**

Request the Board approve the lease agreement with the Town of Carthage for an initial term of 9 years for the parking area located at the corner of Martin Street and Barrett Street, listed as Moore County parcel 00001177.

**SUPPORTING ATTACHMENTS:**

Area Map  
Lease Agreement



**STATE OF NORTH CAROLINA**

**COUNTY OF MOORE**

**LEASE AGREEMENT**

This agreement made this the 21st day of September, 2020, by and between THE TOWN OF CARTHAGE, herein designated as LESSOR, and THE COUNTY OF MOORE, herein designated as LESSEE.

**WITNESSETH**

**WHEREAS**, the LESSOR owns all that that certain real property, situated in Carthage Township, County of Moore, State of North Carolina, being more particularly described in Exhibit A attached hereto.

**WHEREAS**, LESSOR finds this property is currently surplus to its needs and will not be needed by Lessor during the term of this lease; and

**WHEREAS**, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out;

**NOW, THEREFORE**, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, the receipt and legal sufficiency of which are hereby acknowledged by the parties, and based upon the foregoing provisions, LESSOR does hereby let for the period of time and subject to the terms and conditions hereinafter set out.

**SECTION ONE  
SUBJECT OF LEASE**

The parties hereby enter into a written lease agreement whereby LESSOR shall lease to LESSEE a vacant lot for parking, as described in Exhibit A.

**SECTION TWO  
TERM OF LEASE**

The premises are leased to the lessee for a term of nine (9) years, commencing on \_\_\_\_\_, LESSOR or LESSEE may terminate this lease by giving written Notice of Termination no later than sixty (60) days prior to the annual renewal date. Unless terminated earlier, this lease will terminate no later than nine (9) years from commencement date set out above.

### **SECTION THREE RENTAL**

The Lessee shall pay to the lessor at the execution of this lease, an initial annual rental amount of Three Thousand Eight Hundred Dollars (\$3,800.00), and said annual rental amount shall increase by 1.5% each successive year, commencing one (1) year from the date of execution hereof and on the anniversary thereof in each successive year during the term of this lease. The LESSOR shall not require payment of a security deposit.

### **SECTION FOUR USE OF PREMISES**

LESSEE leases premises for use as a parking lot. LESSOR and LESSEE agree that subject lot is undeveloped and without improvements thereon. LESSEE shall be fully responsible for upkeep and maintenance of subject property.

### **SECTION FIVE QUIET ENJOYMENT AND RIGHT TO INSPECT**

LESSOR agrees that the LESSEE, upon keeping and performing the covenants and agreement herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased Premises free from the adverse claims of any person. LESSOR reserves the right to enter and inspect the leased Premises, at reasonable times and with reasonable notice.

### **SECTION SIX WAIVER AND NOTICE**

The failure of either party to insist in any instance the strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid addressed as follows:

Town of Carthage  
4396 HWY 15-501  
Carthage, NC 28327

County of Moore  
Post Office Box 905  
Carthage, NC 28327



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

---

Finance Officer

#### EXHIBIT A – PROPERTY DESCRIPTION

Being a house and lot in the Town of Carthage, North Carolina, and described as follows, viz: Beginning at the corner of Dowd and Barrett Streets in the Town of Cartage and runs as Dowd Street South 39 West 90 feet to a corner in Dowd Street and a corner of the lot known as "Old Red Store" Lot in Carthage; thence North 51 51 West 73 feet to Sinclair Brothers' line; thence North 39 East 90 feet to Barrett Street; thence as Barrett Street South 51 East 73 feet to the Beginning. Being the same lot of land conveyed by L.B. Husted to N. Hurwitz by deed date December 11, 1907, in Deed Book 38, at Page 229. See deed dated December 1, 1932 by S.R. Hoyle, Trustee, to O.D., B.C., and L.C. Wallace, as Wallace Brothers, in Book of Deeds No. 115, at Page 284.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Richard Smith – Capital Projects Manager**

**DATE: September 23, 2020**

**SUBJECT: Demolition of 106 North Ray Street and 102 McReynolds Street both in Carthage, NC**

**PRESENTER: Rich Smith, Capital Project Manager**

**REQUEST:**

This is a request to review, approve, and execute the attached Contract with D. H. Griffin Wrecking Co., Inc. of Greensboro, NC as part of the proposed Court House Facility Project.

**BACKGROUND:**

Griffin Wrecking Co was the lowest bidder for this proposed work and has entered into the contract before you, this scope of work is the necessary 1<sup>st</sup> step to securing increased and improved parking for the County of Moore’s proposed Courthouse and other county business on the area now occupied by these old buildings.

**IMPLEMENTATION PLAN:**

Execute contract and move into the construction phase of project.

**FINANCIAL IMPACT STATEMENT:**

Total impact will be **One Hundred Four Thousand Five Hundred and Fifty-Three Dollars (\$104,553.00)**, this cost is made up of the actual demolition cost of \$68,932.00 for the two buildings and the cost to remove the ACM’s identified by Robert A. Privott engineer.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached Contract with D.H. Griffin Wrecking Co, Inc. and authorize the chair to sign the same.

**SUPPORTING ATTACHMENTS:**

D. H. Griffin Companies Proposal dated January 30. 2020



**PROPOSAL**  
**D. H. GRIFFIN WRECKING CO., INC.**  
**4716 HILLTOP ROAD, GREENSBORO, NC 27407**  
**PHONE 336-855-7030 FAX 336-632-3047**

<b>PROPOSAL SUBMITTED TO:</b>	<b>DATE:</b>
Richard Smith	January 30, 2020
Moore County	<b>PROJECT NAME/LOCATION:</b>
P.O. Box 905	House and Building Demo
Carthage, N.C. 27327	Carthage, NC
<b>PHONE:(910) 935-2410</b>   <b>FAX:</b>	<b>EMAIL: rsmith@moorecountync.gov</b>

Based on site inspection and verbal descriptions, D. H. Griffin Wrecking Co., Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform work
2. Demolish and dispose of the house located at 106 North Ray Street and the building located at 102 McReynolds Street in Carthage. Price includes the removal of footings and foundations. All work is within the footprint of the structures. No site work is included.
3. Dispose of materials off site in accordance with local, state and federal regulations.
4. Rough grade disturbed areas to existing contours.
5. DHG retains salvage rights to materials under contract.
6. Price excludes utility disconnection, backfill; capping or rerouting; identification or removal of underground storage tanks (USTs) or their contents; asphalt removal; new construction or patching; or hazardous materials removal including oil, Freon or other refrigerants, asbestos, paint, etc.
7. An asbestos inspection has been performed per state and local regulations.

We propose hereby to perform the work as listed above, in accordance with above specifications, for the sum of:

**Sixty-Eight Thousand, Nine Hundred, Thirty-Two Dollars and no/100's** **(\$68,932.00)**

Payment to be made as follows: **Upon Completion**

**Bid Alternate #1 - DHG will remove the ACMs identified in the survey by Robert A. Privott dated December 3 and December 4, 2019 for an additional \$35,621.00.**

**Bid Alternate #2 - DHG will leave the slab in place at 102 McReynolds Street for a deduct of \$6,600.00.**

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature:		<i>NOTE: This proposal may be withdrawn by DHG if not accepted within 30 days.</i>
	James A. Mintz, Project Estimator	

**PLEASE SIGN, DATE AND RETURN ORIGINAL**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are **authorized to do the work as specified. Payment will be made as outlined above.**

Signature	Name and Title	Date of Acceptance
-----------	----------------	--------------------

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the 6<sup>th</sup> day of October, 2020, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and D.H. Griffin Wrecking Company, Inc. (the "Contractor").

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

The Contractor agrees to provide services and ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

**2. TERM OF CONTRACT**

The term of this Contract is from October 6, 2020 through March 20, 2021.

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

**3. PAYMENT TO CONTRACTOR**

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$104,553.00** as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

**4. INDEPENDENT CONTRACTOR**

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

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

**5. INSURANCE**

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

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

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

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

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

## **6. INDEMNIFICATION**

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

## **7. HEALTH AND SAFETY**

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

## **8. E-VERIFY**

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

## **9. IRAN DIVESTMENT ACT**

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

## **10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **16. NOTICES**

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

COUNTY OF MOORE: MOORE COUNTY ADMINISTRATION  
ATTN: RICH SMITH, CAPITAL PROJECT MANAGER  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR: D.H. GRIFFIN WRECKING COMPANY, INC.  
ATTN: JAMES A. MINTZ  
4716 HILLTOP ROAD  
GREENSBORO, NC 27407

**17. AUDIT RIGHTS**

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

**18. COUNTY NOT RESPONSIBLE FOR EXPENSES**

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

**19. EQUIPMENT**

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

**20. PRIORITY OF DOCUMENTS**

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

**21. SEVERABILITY**

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

**22. NON-WAIVER**

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

**23. ENTIRE AGREEMENT**

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

**24. AMENDMENT**

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

**25. DRAFTED BY BOTH PARTIES**

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

**26. HEADINGS**

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

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

**COUNTY OF MOORE**

**D.H. GRIFFIN WRECKING COMPANY,  
INC.**

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

DocuSigned by:  
*James A. Mintz*  
\_\_\_\_\_  
3C26BE5293E04D9...  
James A. Mintz, Project Engineer

**ATTEST**

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

**PREAUDIT CERTIFICATE**

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

DocuSigned by:  
*Caroline Xiong*  
\_\_\_\_\_  
1559291633E944E...  
Finance Officer

## SCOPE OF SERVICES

The Contractor will:

1. Provide all necessary supervision, labor, materials, and equipment required for the demolition and disposal of a house located at 106 North Ray Street, and a building located at 102 McReynolds Street both in Carthage, North Carolina. The demolition includes removal of the footings and foundations. All work is within the footprint of the structures. Site work is excluded.
2. Dispose of materials off site in accordance with local, state and federal regulations
3. Rough grade disturbed areas to existing contours
4. Retain salvage rights to materials under contracts
5. Remove the Asbestos-Containing Materials (ACMs) identified in an asbestos survey by Robert A. Privott dated December 3 & 4, 2019.

Excluded from this service is utility disconnection, backfill; capping or rerouting; identification or removal of underground storage tanks (USTs) or their contents; asphalt removal; new construction or patching; or hazardous materials remove including oil, Freon or other refrigerants, asbestos, paint, etc.

Attachment 2 contains additional specifications and cost breakdown for this service.



**PROPOSAL**  
**D. H. GRIFFIN WRECKING CO., INC.**  
 4716 HILLTOP ROAD, GREENSBORO, NC 27407  
 PHONE 336-855-7030 FAX 336-632-3047

**PROPOSAL SUBMITTED TO:**

Richard Smith

**DATE:**

January 30, 2020

Moore County

**PROJECT NAME/LOCATION:**

P.O. Box 905

House and Building Demo

Carthage, N.C. 27327

Carthage, NC

**PHONE:(910) 935-2410 FAX:****EMAIL: rsmith@moorecountync.gov**

Based on site inspection and verbal descriptions, D. H. Griffin Wrecking Co., Inc. (DHG) proposes the following scope of services:

1. Provide necessary labor, equipment, materials, insurance, etc. to perform work
2. Demolish and dispose of the house located at 106 North Ray Street and the building located at 102 McReynolds Street in Carthage. Price includes the removal of footings and foundations. All work is within the footprint of the structures. No site work is included.
3. Dispose of materials off site in accordance with local, state and federal regulations.
4. Rough grade disturbed areas to existing contours.
5. DHG retains salvage rights to materials under contract.
6. Price excludes utility disconnection, backfill; capping or rerouting; identification or removal of underground storage tanks (USTs) or their contents; asphalt removal; new construction or patching; or hazardous materials removal including oil, Freon or other refrigerants, asbestos, paint, etc.
7. An asbestos inspection has been performed per state and local regulations.

We propose hereby to perform the work as listed above, in accordance with above specifications, for the sum of:

**Sixty-Eight Thousand, Nine Hundred, Thirty-Two Dollars and no/100's** (\$68,932.00)

Payment to be made as follows: Upon Completion

**Bid Alternate #1 - DHG will remove the ACMs identified in the survey by Robert A. Privott dated December 3 and December 4, 2019 for an additional \$35,621.00.**

**Bid Alternate #2 - DHG will leave the slab in place at 102 McReynolds Street for a deduct of \$6,600.00.**

*Total Cost - \$104,553.00*

We hereby exclude the following: Relocation and disconnection of utilities, responsibility for locating and marking utilities within the demolition limits; protection of utilities which are not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than ninety (90) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature:

NOTE: This proposal may be withdrawn by DHG if not accepted within 30 days.

James A. Mintz, Project Estimator

**PLEASE SIGN, DATE AND RETURN ORIGINAL**

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature	Name and Title	Date of Acceptance

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** David Lambert, Solid Waste Director  
**DATE:** September 14, 2020  
**SUBJECT:** Acceptance of COVID-19 Recycling Grant  
**PRESENTER:** David Lambert

**REQUEST:**

Accept a grant totaling \$20,130 (including a County match of \$3,355) by approving the attached agreement from the NC Department of Environmental Quality Division of Environmental Assistance and Customer Service. Also, we request approval of a budget amendment to include these new revenue and expense items within the Solid Waste Budget.

**BACKGROUND:**

Moore County Solid Waste's submission was selected for funding under the COVID-19 Recycling Grant provided by the NC Department of Environmental Quality Division of Environmental Assistance and Customer Service. The COVID-19 Recycling Grant was created to reimburse and assist communities in the purchase of equipment and/or resources to support residential recycling programs that have been impacted by the COVID-19 pandemic. The grant funds will be used to purchase three glass recycling containers to ensure that we will have enough bins to accept glass in high periods of demand. This is separate and apart from CARES funding that Moore County received for distribution throughout Moore County.

Pandemics Effect on Operations: COVID-19 had a profound effect on Moore County Solid Waste operations. The volume of waste received by Moore County increased exponentially (some waste streams doubled monthly averages) at the same time that the labor force within the Solid Waste Department faced historical shortages. Due to such demand, Moore County had to temporarily close one of our busiest collection sites and implement "Limited Collection Measures" throughout the County to prioritize materials and reduce recycling contamination and, as a result, cost of recycling

Context: Moore County remains the only option for most residents to recycle glass in Moore County. Recently all municipalities in Moore County, except Southern Pines, have stopped accepting glass in their curbside recycling. In order to meet the sudden demand for glass recycling at our sites, Moore County recovered several 20-30 year-old open top boxes that were destined for disposal themselves. These boxes were, and remain, in damaged condition.

Response and Resiliency Program: The addition of three more glass container boxes would provide greater efficiencies and ensure that glass recycling is accessible for Moore County residents. The proposed recycling containers received from this grant would replace the more damaged containers at sites during normal operational times. The replaced containers would be utilized during peak times to immediately replace empty containers so glass recycling would be available while full containers are in transit. This would provide an opportunity to temporarily increase capacity at some of our busiest sites by placing a second container on the property.

**IMPLEMENTATION PLAN:**

Approve the contract and budget amendment and authorize the chairman to sign the same.

**FINANCIAL IMPACT STATEMENT:**

Acceptance of the \$20,130 grant will require a \$3,355 match from Moore County. These funds are transferred from other line items within the Solid Waste Budget.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the Agreement with the North Carolina Department of Environmental Quality to accept funds from the COVID-19 Recycling Grant and authorize the County Manager to sign the same.

Make a motion to approve the Budget Amendment to include COVID-19 Grant revenue and expenditure line items in the amount of the project.

**SUPPORTING ATTACHMENTS:**

Agreement with NC Department of Environmental Quality  
Budget Amendment

STATE OF NORTH CAROLINA  
COUNTY OF WAKEGRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\* - \*\*\*0322

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1st day of September 2020**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **MOORE COUNTY** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
  - a. State's General Terms and Conditions (Attachment A)
  - b. Department's Request for Proposal ("RFP") (Attachment B)
  - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
  - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
  - e. Grantee's Conflict of Interest Policy (Attachment E)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **September 1, 2020 to August 31, 2021**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
  - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
  - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
  - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
  - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
  - g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
  - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
  - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$16,775.00)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$16,775.00	1602	536961	6760

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*Grantee Matching Information:*

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$3,355.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$3,355.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional **\$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$20,130.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
  - The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below.

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Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Grantee Contract Administrator</b>	<b>Department's Contract Administrator</b>
David Lambert, Solid Waste Director Moore County Solid Waste  1 Courthouse Square, Post Office Box 905 Carthage NC 28327 Telephone: (910) 986-5005 Email: <a href="mailto:dlambert1@moorecountync.gov">dlambert1@moorecountync.gov</a>	Carol Abken North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8138 Email: <a href="mailto:carol.abken@ncdenr.gov">carol.abken@ncdenr.gov</a>

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
  - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
  - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended;
  - Civil Rights Restoration Act of 1987, as amended;
  - Section 504 of the Rehabilitation Act of 1973, as amended;
  - Age Discrimination Act of 1975, as amended;
  - Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - Title IX of the Education Amendments of 1972, as amended;
  - Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal

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assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

**MOORE COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

\_\_\_\_\_  
Printed Name and Title

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
\_\_\_\_\_  
Division/Section

**ORIGINAL**

## General Terms and Conditions Governmental Entities

### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

**Choice of 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 North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

# COVID-19 Recycling Relief Grant

## REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality  
Division of Environmental Assistance and Customer Service

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The purpose of this grant program is to assist local governments and recycling businesses to purchase recycling equipment in North Carolina during the COVID-19 pandemic. The Division of Environmental Assistance and Customer Service (DEACS) administers the COVID-19 Recycling Relief Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS seeks proposals for grant funding to purchase recycling equipment that supports the continued operation or improvement of recycling programs during and after the COVID-19 pandemic. **Applicants should carefully read this entire RFP prior to submitting a proposal.**

### **COVID-19 Recycling Relief Grant Program Parameters:**

Any proposed grant project must be to support or improve an existing recycling program for a local government or a business. COVID-19 has affected certain sectors of the recycling industry and some local governments and recycling businesses have had to alter their recycling service to accommodate new parameters. This grant is designed to provide supplemental equipment or resources for organizations that have had to alter recycling services.

When evaluating proposals, DEACS will prioritize residential recycling programs collecting traditional recyclable materials such as paper, plastic, metals, and glass. Since more residents are staying home during the pandemic, residential recycling programs have had an influx of material.

### **Example Project Grants:**

- Extra recycling carts for a community or private hauler that has had to reduce the frequency of curbside collection. The extra carts can capture the overflow of recyclable material that will not fit in residents' existing carts.
- Upgrades to collection vehicles to increase automation and reduce material handling by employees.
- Containers for increased drop-off recycling service due to disruptions in curbside service.
- Outreach materials to inform the public of a change to recycling service during COVID-19.
- COVID-19 personal protective equipment for employees that engage with the public such as face masks for convenience center staff.

### **Available Funding:**

Max grant award amount: \$20,000

Communities preparing proposals for a 2020 COVID-19 Recycling Relief Grant must contact Sandy Skolochenko at (919) 707-8147, [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) or Matt James at (919) 707-8133, [matt.james@ncdenr.gov](mailto:matt.james@ncdenr.gov). These staff are available to discuss potential grant projects and provide technical assistance and advice prior to submitting a grant proposal.

### **Cash Match Requirement:**

**Required Cash Match:** COVID-19 Recycling Relief Grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000.

**Calculating Cash Match:** To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

**Use of Grant Funds:**

Examples of **approved uses** of COVID-19 Recycling Relief Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, PPE for employees who engage with the public, and materials that support public education such as signs or brochures.

Grant funds **MAY NOT** be used for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

**Eligible Entities:**

- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the COVID-19 Recycling Relief Grant Program.
- Recycling businesses, defined as a business or a nonprofit organization that accepts, collects, and/or recycles materials from outside sources to create a value-added feedstock for intermediary processing or end-use recycled product manufacturing.

**Conditions on Submittals:**

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- DEACS aims to support as many qualifying projects as possible while funding remains. After close examination of funding requests and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.

**Grant Project Period / Funding Period:**

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (DEQ) for a one (1) year contract term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. **All purchases associated with grant funds must be made within the grant contract period. Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.**

**How to Submit Proposals:**

**One electronic copy** of the proposal must be submitted by email to [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov). Receipt of all acceptable proposals will be acknowledged by e-mail. ***If you do not receive a confirmation, contact Sandy Skolochenko at [sandy.skolochenko@ncdenr.gov](mailto:sandy.skolochenko@ncdenr.gov) or 919-707-8147 as soon as possible.*** It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

This is an open grant cycle. Proposals will be continuously accepted, and awards will be made for the winning proposals on a rolling basis while funding is available.

**Required Proposal Format:**

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ Fax number
  - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.
  1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.  
*(Planning: 0-25 points)*
  2. How has your recycling program and budget been affected by COVID-19 and how will this project help?  
*(Demonstration of Need: 0-25 points)*
  3. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?  
*(Efficiency/Cost Effectiveness: 0-20 points)*
  4. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project.  
*(Waste Reduction Impact: 0-25 points)*

5. What is the anticipated service life for the items to be purchased with grant funds? How will you sustain the project after the grant ends?  
*(Planning: 0-25 points; Efficiency/Cost Effectiveness: 0-25 points)*
  6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.  
*(Joint Effort: 0-5 points)*
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates.
  - **Project Budget:** to include the following:
    - ✓ Itemized list of intended expenditures and estimated costs;
    - ✓ Total project cost with breakdown of funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
    - ✓ Please submit the Project Budget in a table following the example shown below:

<b>Project Elements</b>	<b>Estimated Cost</b>		
Supplemental Recycling Carts for Recycling Program	\$ 10,500		
Labels for Carts and Signs for Recycling Sites	\$ 900		
Program Brochures (Design and Printing)	\$ 600		
<b>Project Budget</b>	<b>Total Project Cost</b>	<b>State Grant Award</b>	<b>Applicant Cash Match</b>
<b>Total</b>	<b>\$ 12,000</b>	<b>\$ 10,000</b>	<b>\$ 2,000</b>

\* Note about Project Budgets for local government applicants: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

### **Grant Selection Process:**

A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions:

1. **Demonstration of Need (0-25 points):** Does the proposed project address a specific equipment, educational, or infrastructure need related to impacts from COVID-19?
2. **Planning (0-25 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry Best Management Practices?
3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices to keep employees safe? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.

**If a Proposal is Selected for Funding:**

Applicants selected for funding will be notified by DEACS with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant final proposal will become an attachment to the grant contract.
- Successful applicants will be required to:
  - Provide their federal tax ID number.
  - Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: <http://eprocurement.nc.gov/>.
  - Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy: <https://deq.nc.gov/conservation/recycling-business-assistance/financing/grants/forms>
- Private recycling businesses will be required to include the following:
  - Provide your company's federal DUNS Number: <http://fedgov.dnb.com/webform>
  - Complete No Overdue Taxes Certification with notarized signature: <https://deq.nc.gov/conservation/recycling-business-assistance/financing/grants/forms>
  - Complete the Non-Debarment Form: <https://deq.nc.gov/conservation/recycling-business-assistance/financing/grants/forms>
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

**NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.**

**Other General Terms and Conditions:**

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final Reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **For local government grantees, state and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract.



# COVID-19 RECYCLING RESILIENCY PROJECT

Revised: August 6, 2020

## PROJECT DESCRIPTION

COVID-19 had a profound effect on Moore County Solid Waste operations. The volume of waste received by Moore County increased exponentially (some waste streams doubled monthly averages) while the labor force within the Solid Waste Department faced historical shortages. Due to such demand, Moore County had to temporarily close one of our busiest collection sites and implement "Limited Collection Measures" throughout the County to prioritize certain materials and ensure that we could reduce recycling contamination (and, as a result, cost) of recycling. There were several factors that impacted our response, but the limited number of Glass Recycling Open containers made it impossible to constantly recycle glass for Moore County residents during immediate response of COVID-19.

### Moore County Solid Waste

David Lambert, Solid Waste Director

1 Courthouse Square

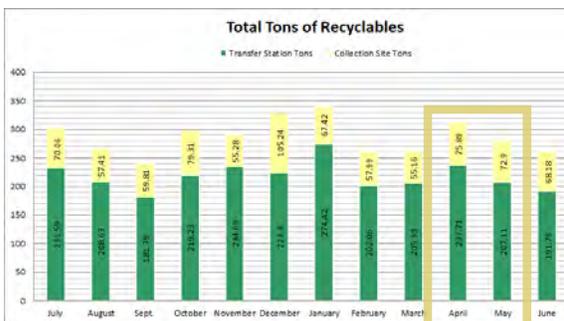
PO BOX 905

Carthage, NC 28327

910-986-5005

910-947-4318

dlambert1@moorecountync.gov



The chart to the left shows that the amount of recycling materials increased during April and May--which was much higher than average years. **Moore County provided overtime for truck drivers to work 6 days a week instead of 5 days a week.** (Approximately \$3,500 in overtime so far). Moore County is currently adding two part-time truck driving positions to help meet traffic demands. Once on boarded this will **increase labor by \$3,500/a month.** Operationally, **Moore County had to increase contracts with Pratt Industries by \$40,000 and the transportation contract with Hilco, Inc. by \$45,000.** At the same time, Moore County realized a 50% increase over its average monthly tonnage of yard debris and significant increases in other areas. **Therefore, to help Moore County recover from COVID-19 and set some resiliency protections in place, we request the following assistance:**

## REQUEST: THREE GLASS RECYCLING OPEN TOP BOXES

**Context:** Moore County remains the only option for most residents to recycle glass in Moore County. Recently all municipalities in Moore County, except one, have stopped accepting glass in their curbside recycling. In order to meet the sudden demand for glass recycling at our sites, Moore County recovered several 20-30 year-old open top boxes that were destined for metal recycling. These boxes were, and remain, in significantly damaged condition. During the height of COVID-19 quarantine Moore County had to turn enthusiastic recyclers away because Moore County did not have the resources to keep up with the demand.

**Problem Defined:** Moore County has exactly seven (7) glass recycling containers (one from each collection site) and the County's trucking operations could not keep up with the demand for all waste streams. This was particularly difficult for glass recycling. Due to demand, the glass bins would reach capacity very quickly long before the next scheduled pickup. Moreover, as a result of not having spare glass containers, truck drivers could not place empty glass recycling bins at a site while the full glass container was in transit. When glass recycling was not available, site attendants encouraged people to visit neighboring sites. Unfortunately, due to the added travel time, collection site congestion, and general inconvenience residents generally opted to dispose of glass in the regular trash bins.

**Response and Resiliency:** The addition of three more glass container boxes would provide greater efficiencies and ensure that glass recycling is accessible for Moore County residents. The proposed recycling containers received from this grant would replace some of the more damaged containers at sites during normal operational times. The replaced containers would be utilized during peak times to immediately replace empty containers so glass recycling would be available while full containers are in transit. This would provide an opportunity to temporarily increase capacity at some of our busiest sites by placing a second container on the property.

**Final Justification:** Had we had these three additional glass containers in Moore County during the initial COVID-19 response Moore County would have been able to provide consistent acceptance of these materials without overwhelming truck drivers or discouraging recyclers. We all understand that if we make recycling easy—people are more likely to do it. By not accepting materials consistently during times of crisis—or by forcing them to go to a different site that might have capacity—people lose confidence in the process and recycling efforts decrease. By obtaining these two boxes, Moore County is better prepared to face future challenges.





Continued

# RECYCLING RESILIENCY PROJECT

## HOUSEHOLD IMPACT

**38,965 Households in Moore County**

Every household in Moore County can benefit from these services during COVID-19 because every household has access to these collection sites. Our collection sites are 100% tax funded and residents use these sites regularly--regardless of the availability of curbside services. Moreover, glass collection is essentially the sole responsibility of the County.

**32,785**

**HOUSEHOLDS WHERE MOORE COUNTY IS ONLY OPTION FOR RECYCLING**

*Only Southern Pines offers alternative glass recycling (6,180 HH)*

**95,639**

**POPULATION OF MOORE COUNTY**

*Sufficient opportunity for glass recycling improvement*

**30,000**

**ESTIAMTED NUMBER OF HOUSEHOLDS REGULARLY USING COLLECTION SITES**

*Moore County Collection Sites are primary source of disposal throughout County*

## ESTIMATED WASTE REDUCTION

**144 TONS (Glass and Comingled)**

During COVID-19's initial quarantine the Cameron Collection site was shut down. During a normal month, around 11 tons of glass would have come from that site. These materials were largely landfilled when recycling was not a convenient option. This fact, coupled with the tonnage lost as the recycling containers at remaining sites were unable to accept material resulting in **Moore County land-filling an estimated 13 tons of glass in April and May 2020.** On an average year, we estimate that the operational capacity that glass containers provide along with the educational efforts we expect to implement Moore County could reduce 100 tons of waste annually.

## ANTICIPATED SERVICE LIFE

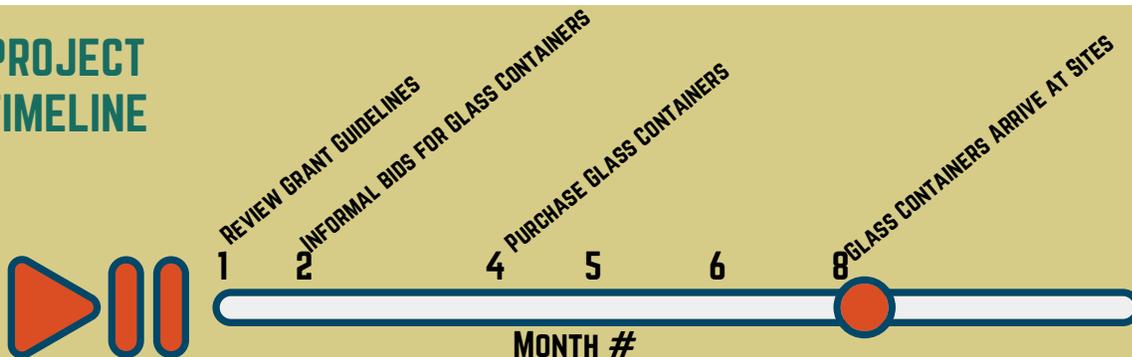
**Glass Open Tops- 20 years**

The open top containers would exclusively be used for glass recycling. We think they should last at least as long as our other materials. We estimate 15-20 years.

## COLLABORATIVE/PARTNERSHIPS

We will take the lead, but we are working collaboratively with each municipality in Moore County to educate the public about the availability of galsss recycling.This will require significant coordination.

## PROJECT TIMELINE



## PROJECT BUDGET

Glass Containers					
	Roll Off Recycle Container Body w/ Roof w/ Doors. 30 yard (hinged doors)	3	Each	\$6,030.00	\$18,090.00
	Shipping	3	Each	\$680.00	\$ 2,040.00

**\$20,130**

TOTAL PROJECT COST

**\$16,775**

STATE AWARD GRANT

**\$3,355**

APPLICANT MATCH

## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

## CODE OF ETHICS FOR MOORE COUNTY PUBLIC OFFICIALS AND EMPLOYEES

### **Section 1. Declaration of Policy**

- (a) The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made publicly; that public offices not be used for personal gain; and that the public maintain confidence in the integrity of its government.
  
- (b) In recognition of these goals, a code of ethics for Moore County Officials and employees is hereby adopted. The purpose of this policy statement is to set forth guidelines for ethical standards of conduct for all such officials and employees by setting forth acts or actions that are incompatible with the best interests of Moore County.

### **Section 2. Definitions**

As used in this Policy, the following terms shall have the meaning indicated:

“County Official” means County Commissioner, County Manager, County Attorney, Clerk to the Board, Tax Administrator, Tax Collector, Tax Assessor, Finance Officer, Assistant County Manager, Assistant County Attorney, official appointed by the Board of County Commissioners to other county boards or commissions, department head, and any employee involved in purchasing or acquiring goods and services for the County.

“Confidential information” means any information or knowledge which has not been made public through the regular affairs of government. Information that has become public knowledge, whether or not through the regular affairs of government, is not considered confidential information.

“Employee” means an employee of the County of Moore.

“Policy” means the Code of Ethics for Moore County Public Officials and Employees.

### **Section 3. Standards of Conduct**

- (a) It is the obligation of every County Official in carrying out their public duties to support the Constitution of the United States and the Constitution of the State of North Carolina.
  
- (b) The laws of the Nation, State and County shall be impartially administered. No County Official or Employee shall grant any special consideration, treatment or advantage to any member of the public beyond that which is available to every other member of the public, except by due process of law.
  
- (c) Persons appearing before County Officials and Employees when the County Official or Employee is sitting in a quasi-judicial capacity shall receive a fair and impartial hearing on any matter coming before them. No County Official or Employee shall make any promise or pledge to any person concerning any matter to be heard before a County Official or Employee except upon fair, impartial and final hearing thereof.
  
- (d) The conduct of public business shall be free of any hidden personal or financial interest of any County Official or Employee. In the conduct of public business, no County Official or Employee shall advocate in any public meeting or private discussion any matter in which they have a direct personal or financial interest except upon full and timely disclosure of the interest.

- (e) It is the obligation of every County Official to faithfully discharge the duties of office. In the conduct of public business, no County Official shall be excused from voting except on matters involving consideration of their own financial interest or official conduct, or on matters where they are prohibited from voting under North Carolina General Statutes Section 14-234. County Officials shall make full and timely disclosure of any direct personal or financial interest which they have in any matter of public business to be transacted before them.
- (f) The conduct of public business shall be free of any influence arising from gifts, favors or special privileges. It is the obligation of every County Official and Employee to refuse personal gifts, favors or special privileges in every instance where there exists a reasonable belief that the giver's interests are likely to be affected by the actions of the County Official or Employee, or where the gift is or may reasonably be considered to be designed to influence the actions of the County Official or Employee, or where the gift is or may reasonably be considered to be a reward for any official action on the part of the County Official or Employee. No County Officials or Employees shall seek personal or financial advantage by means of their public office, appointment or employment.
- (g) The use of public trust for private gain is inimical to good government. No County Official or Employee shall violate the provisions of North Carolina General Statutes Section 14-234. No County Official or Employee shall use confidential or advance information obtained by virtue of public office, appointment or employment for personal or financial advantage.
- (h) It is the obligation of every County Official and Employee to carry out the lawful orders and policies of the Board of Commissioners. No County Official or Employee shall knowingly take any action inconsistent with the lawful orders or policies established by the Board of Commissioners. No County Official or Employee shall knowingly take any action which would be detrimental to the best interest of the County.

#### **Section 4. Advisory Opinions**

When any County Official has a doubt as to the applicability of any provision of this Policy to a particular situation involving that County Official, or as to the definition of terms used in this Policy, he/she may apply to the County Attorney for an advisory opinion. The County Official shall have the opportunity to present the County Official's interpretation of the facts at issue and of the applicability of provisions of this Policy before such advisory opinion is made.

#### **Section 5. Effective Date**

This Policy is effective upon adoption.

Upon motion properly made and seconded, adopted by the Board of Commissioners at its meeting on April 5, 2004.

## Certificate Of Completion

Envelope Id: B683FC2C569545B98FC5E8E29F2959C7	Status: Sent
Subject: Please DocuSign: CW15598 Moore County agreement.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Traci Rains
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	217 W. Jones Street
	Raleigh, NC 27699
	Traci.Rains@ncdenr.gov
	IP Address: 149.168.204.10

## Record Tracking

Status: Original	Holder: Traci Rains	Location: DocuSign
9/10/2020 2:38:10 PM	Traci.Rains@ncdenr.gov	

## Signer Events

Signature	Timestamp
David Lambert dlambert1@moorecountync.gov Security Level: Email, Account Authentication (None)	Sent: 9/10/2020 2:45:31 PM Viewed: 9/10/2020 3:56:46 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/10/2020 3:56:46 PM ID: a9ab8a0f-3513-4947-bc7b-34e5fe959da1	

Tommy Kirby  
tommy.kirby@ncdenr.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

Signature	Timestamp
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## Editor Delivery Events

Status	Timestamp
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## Agent Delivery Events

Status	Timestamp
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## Intermediary Delivery Events

Status	Timestamp
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## Certified Delivery Events

Status	Timestamp
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## Carbon Copy Events

Status	Timestamp
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Carol Abken carol.abken@ncdenr.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/10/2020 2:45:32 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Traci Rains traci.rains@ncdenr.gov Purchasing Agent NCDEQ Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/10/2020 2:45:31 PM Viewed: 9/10/2020 2:46:26 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/10/2020 2:45:32 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, North Carolina Department of Environmental Quality (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

**How to contact North Carolina Department of Environmental Quality:**

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

To contact us by email send messages to: [susan.penman@ncdenr.gov](mailto:susan.penman@ncdenr.gov)

**To advise North Carolina Department of Environmental Quality of your new e-mail address**

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

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

**To request paper copies from North Carolina Department of Environmental Quality**

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

**To withdraw your consent with North Carolina Department of Environmental Quality**

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

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

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

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

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

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

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

## Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Solid Waste - DEACS Recycling Grant - \$16,775 will come from the grant and Solid Waste will need to match the grant revenue by \$3,355.

Revenue	10033003 32528	DEACS Recycling Grant	-	16,775	16,775
Expense	10022000 54108	DEACS Recycling Grant	-	20,130	20,130
Expense	10022055 55905	Capital Outlay	150,000	(3,355)	146,645

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

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

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

**Agenda Item:** III.H.  
**Meeting Date:** 10/6/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Public Works Director  
**DATE:** September 24, 2020  
**SUBJECT:** Deed of Dedication for the Town of Hoffman wastewater  
**PRESENTER:** Randy Gould, PE

**REQUEST:**

Accept the Deed of Dedication for wastewater utilities from the Town of Hoffman.

**BACKGROUND:**

The Town of Hoffman in Richmond County requested to discharge the wastewater generated by the Town's proposed wastewater system into the Moore County Wastewater Treatment Plant. The Moore County Board of Commissioners approved this request at their meeting on January 7, 2010. After the Town received funding for the project, the Board of Commissioners approved a contract with the Town for such service on February 4, 2016. The project construction is now complete.

The project included the construction of a flow monitoring station located on an abandoned well site owned by Moore County in the Addor community, which will be used for flow measurement and billing by Moore County. The flow monitoring station will be owned by Moore County.

**IMPLEMENTATION PLAN:**

Accept the deed of dedication for the sewer utilities and allow the Town of Hoffman to begin operation of their new sewer system.

**FINANCIAL IMPACT STATEMENT:**

Acceptance of ownership of new utilities that place additional financial burden on the Moore County Water Pollution Control Plant will be covered by the utility ratepayers.

**RECOMMENDATION SUMMARY:**

Make a motion to accept the Deed of Dedication for the Town of Hoffman wastewater utilities and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Deed of Dedication and Releases.



deg. 44 min. east 200.50 feet to an iron pipe 30 feet south of the centerline of pavement of said road, the northwest corner of Phillip McMillan, as recorded in Deed Book 335, at page 268, in the Moore County Registry; thence as the west line of McMillan, south 1 deg. 54 min. east 114.86 feet to an existing iron pipe, the southwest corner of McMillan, the northwest corner of Hammonds (Deed Book 173, Pate 374), and the corner of Buffkin's tracts as recorded in Deed Book 72, at Page 93, and Deed Book 239, at Page 507, in the Moore County Registry; thence as the west line of Hammonds, south 1 deg. 54 min. east 162.45 feet to the beginning, containing 1.52 acres, more or less, and being a portion Buffkin's tracts as recorded in Deed Book 72, at Page 93, and Deed Book 239, at Page 507, in the Moore County Registry.

**WHEREAS**, Grantor has constructed parts of a sewer collection system as referenced herein upon the above described real property belonging to Grantee; and

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

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

All sewer/wastewater pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a sewer collection system that are constructed beneath or within the public right-of-way beginning at or near 192 Addor Road (S.R. 1102), running East to a point at or near the right-of-way of Addor Road (S.R. 1102), all of which is located in Moore County, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near 192 Addor Road. The length of the pipeline is approximately 172 linear feet.

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

Grantor does hereby covenant that it is seized of said personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor warrants that the personal property is properly installed and located beneath or within the right-of-way of Addor Road (S.R. 1102), Moore County, North Carolina.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. Beginning \_\_\_\_\_, 20\_\_\_\_, Grantee will have 30 days, to inspect the personal property. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

**[SIGNATURES ON THE FOLLOWING PAGE.]**

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

J. H. Hart (Seal)  
Mayor of Hoffman  
Town of Hoffman, NC

Attest:

Maggie Bethea  
By: Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, Martha T. Matthews, Notary Public of the County and State aforesaid, certify that Maggie Bethea personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hoffman and that by authority duly given, and as the act of the Town Council, the foregoing instrument was signed in its name by its Mayor, Tommy H. HART, sealed with its seal and attested to by him/her as the Town Clerk.

Witness my hand and official stamp or seal, this 18 day of September, 2020.

My commission expires: 1-13-2021

Martha T. Matthews  
Notary Public

[SEAL]

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the \_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF MOORE

\_\_\_\_\_  
Francis R. Quis, Jr, Chair  
Moore County Board of Commissioners

Attest:

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

## RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County") is willing to accept a Deed of Dedication of water pipelines and sewer service connection from Town of Hoffman (the "Developer"), as described in the Deed of Dedication. In exchange for the County's acceptance and operation of the sewer service connection, Terry's Plumbing & Utilities, Inc., the contractor responsible for constructing the water pipelines and sewer service (the "Contractor"), has executed this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All sewer/wastewater pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a sewer collection system that are constructed beneath or within the public right-of-way beginning at or near 192 Addor Road (S.R. 1102), running East to a point at or near the right-of-way of Addor Road (S.R. 1102), all of which is located in Moore County, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near 192 Addor Road. The length of the pipeline is approximately 172 linear feet.

The property described above, which includes, but is not limited to, all water pipelines, equipment, apparatuses and sewer service, shall hereinafter be referred to as the "Property."

The Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Contractor agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of the County's acceptance of the Property, and the County's agreement to operate the water system, the Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that the Contractor has or might have arising out of or in any way related to the Property and has submitted this separate Release and Lien Waiver forever releasing the County from and against any and all claims, liens, demands, judgments or suits at law and equity, in connection with or related to the Property, effective as of the date this release is executed.

To the fullest extent permitted by laws and regulations, the Contractor agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

In addition to this Release and Waiver of All Claims and Liens, in exchange for the County accepting the water pipelines, the Contractor will provide the County with a one-year warranty on labor and repair of the water pipelines, equipment, apparatuses and sewer service.

IN WITNESS WHEREOF, this Release and Waiver has been executed this 25 day of September, 2020.

Terry's Plumbing & Utilities, Inc.

By: [Signature], V.P.

STATE OF NORTH CAROLINA

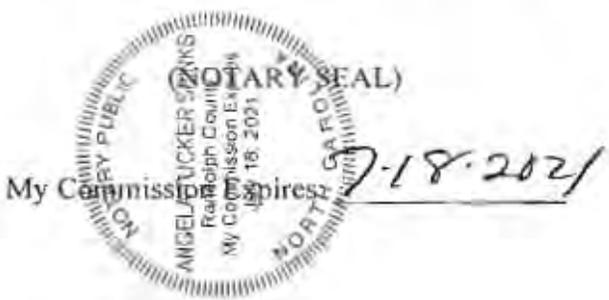
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that SCOTT HEDRICK personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a DRIVERS LICENSE and he/she has acknowledged that he/she is the VICE PRESIDENT (title of office) of Terry's Plumbing & Utilities, Inc., a North Carolina Corporation, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of Terry's Plumbing & Utilities, Inc.

Witness my hand and official seal, this 25 day of Sept, 2020.

[Signature]  
Signature of Notary Public

Angela Tucker Spinks  
Printed Name of Notary Public



Agenda Item: III.I.  
Meeting Date: October 6, 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** September 14, 2020

**SUBJECT:** Amendment to Planning and Transportation FY 20/21 Fee Schedule

**PRESENTER:** Debra Ensminger

**REQUEST:**

Request to amend the Planning and Transportation FY20/21 fee schedule with a minor modification to the language as specified under Major Subdivision Preliminary Plat.

**BACKGROUND:**

In January 2019, the Board of County Commissioners approved language to the Unified Development Ordinance requiring a Conditional Use Permit for Major Subdivisions. The current language in the fee schedule does not provide clear direction on the actual cost for a Major Subdivision Preliminary Plat Conditional Use Permit.

**IMPLEMENTATION PLAN:**

Update county website to reflect the modified language to the Planning and Transportation FY20/21 fee schedule.

**FINANCIAL IMPACT STATEMENT:**

No financial impact to FY20/21 budget year.

**RECOMMENDATION SUMMARY:**

Make a motion to amend the Planning and Transportation FY20/21 fee schedule as recommended.

**SUPPORTING ATTACHMENTS:**

Planning & Transportation FY20/21 Fee Schedule

# Fee Schedule

## Planning & Transportation

**Mission:** The mission of the Planning and Transportation Department is to plan for growth and to protect the rights, health, safety and general welfare of the citizens of Moore County through long range planning and enforcement of all development-related ordinances.

Fee Schedule - Item	FY 2020/2021 Fee Amount
General Use Rezoning	\$500 plus postage*
Text Amendment	\$400
Conditional Use Permit	\$400 plus postage*
Zoning Variance	\$200 plus postage*
Conditional Rezoning	\$600 plus postage*
Appeal from Administrative Decision	\$200 plus postage*
Special Nonresidential Intensity Allocation	\$300
Major Subdivision Preliminary Plat <del>Subdivision</del> Conditional Use Permit Plat Revisions Final Plat Review	\$1,000 plus postage* \$100 per re-review \$50
Minor Plat	\$100
Exemption Plat	\$25
Major Plat Amendments (BOC review)	\$100
Improvement Guarantee Review	\$100
Zoning Sign Permit	\$50
Residential Zoning Permit	\$50
Commercial Zoning Permit Site Plan Revisions	\$150 \$100 per re-review
Zoning Verification Letter	\$30
Flood Damage Prevention Permit	\$50
ABC Permit (Zoning only)	\$30
*Postage--Certified, Receipt Requested mailing to each adjacent property owner. More than one mailing may be involved.	Current USPS pricing
<b>Wireless Communications Facility Fees:</b>	
Wireless Communications Facilities Biannual Operating Permit Fee	\$300
New Tower Application Review (per application submitted)	\$2,500
Co-location Application Review (per application submitted)	\$500

# Fee Schedule

## Planning & Transportation

**Mission:** The mission of the Planning and Transportation Department is to plan for growth and to protect the rights, health, safety and general welfare of the citizens of Moore County through long range planning and enforcement of all development-related ordinances.

Fee Schedule - Item	FY 2020/2021 Fee Amount
<b>Building Permits:</b>	
New Construction (Residential & Commercial) Up to \$40,000 Over \$40,000	\$100.00 \$3.00 per thousand
Additions/Alternations/Renovations Residential Commercial <b>Building Permits based on min. \$60 per SF heated and \$15 per SF unheated:</b>	\$50 plus \$3.00 per thousand \$100 plus \$3.00 per thousand
Modular Residential (Plumbing, Electrical, & Mechanical included) *Additions to modular not included in the base fee	\$500
Moving House Includes Plumbing, Electrical, & Mechanical *Additions to House not included in the base fee	\$500
Modular Commercial (Plumbing, Electrical & Mechanical Not Included)	\$500
Portable Carports, Portable Buildings, Etc.	\$100
Bulkheads, Piers, Docks, Retaining Walls Up to \$40,000 Over \$40,000	\$100 \$3.00 per thousand
Demolition Permit (Commercial & Residential)	\$100
Change of Use Permit	\$50
Insulation Permit	\$75
<b>Mechanical Permits:</b>	
Residential (wiring permits may apply) - Per new unit or per unit change Commercial - (wiring permits may apply) - Per new unit or per unit change out	\$100 includes duct work or \$75 no duct work \$100 includes duct work or \$75 no duct work
Duct work only	\$50
Boilers	\$100
Chillers - Commercial	\$100 each
Gas Packs (Includes Gas Piping/wiring permit may apply) Per new unit or per unit change out	\$100
Other (additional (bath vents, etc.))	\$50
Refrigeration: (base fee plus \$5 per case)	\$50
Hood Systems	\$100 each
Fuel/Gas Piping Residential	\$50
Fuel/Gas Piping Commercial	\$50 per service point
<b>Plumbing Permits:</b>	
Residential Each Bath or 1/2 Bath	\$50
Residential kitchen and/or laundry rooms	\$50
Additional fixture (not in a bath or 1/2 bath-remove in paranthesis) (double vanity, water heater, dish/clothes washer, kitchen/laundry sinks, wet bar, etc.) applies to alterations/remodel	\$5 each
Commercial: Each Restroom (additional wiring may apply)	\$100
Additional fixture in restroom	\$5 each
Additional fixture not in restroom	\$5 each
Potable Water Connections Residential & Commercial	\$50
Water Heater Change Outs (additional wiring may apply)	\$75
Backflow Preventers, Irrigation and Sprinklers	\$50
Plumbing Other (each sewer lines, each water lines, re-piping, etc.)	\$50

# Fee Schedule

## Planning & Transportation

**Mission:** The mission of the Planning and Transportation Department is to plan for growth and to protect the rights, health, safety and general welfare of the citizens of Moore County through long range planning and enforcement of all development-related ordinances.

Fee Schedule - Item	FY 2020/2021 Fee Amount
<b>Electrical Permits:</b>	
Residential:	
UP to 200 Amps	\$75
Over 200 Amps	\$75 plus \$0.15 per amp over 200
Commercial	\$75 plus \$0.15 per amp
Panel Fee	\$50 each
Change of Service:	
Residential	\$75 plus \$0.15 per amp over 200
Commercial	\$75 plus \$0.15 per amp
<b>Miscellaneous Permits:</b>	
Manufactured Home Set Up* excludes Mechanical Permits	
Manufactured Home Set Up Permit (Singlewide)	\$100
Manufactured Home Set Up Permit (Doublewide)	\$130
Manufactured Home Set Up Permit (Tripewide)	\$160
DayCare/Group Home/Therapeutic Home	\$100
ABC/ATF Licensing Permit	\$100
Temporary Power Permit	\$100
Farm Pole/Permanent Services	\$75.00
Generator fuel gas not included	\$100
Other Electrical: (Temporary Pole, Add'l wiring, etc.)	\$60
Flood Plain Determination	\$25
Pools	\$100 (\$50 Structure/\$50 Electrical)
Signs	
Sign only	\$50 per sign
Sign with electric	\$100 per sign
Elevators	\$100
<b>Other Services and Fees:</b>	
Copy of Already Created Map from Plotter	\$20
Copy of Moore County Unified Development Ordinance	\$25
Copy of Plat	\$2 each
Photocopies (8.5x11 & 11x17)	.15 per page black & white, .50 per page color
Re-inspection Fee	\$50
Agricultural Buildings: (Electrical, Plumbing, Fuel Piping permits required)	Per Fee Schedule
School Built House Construction (Built by students through high school classes)	Waive Fees
Permit Renewal (residential only):	Expired up to 12 Months=\$100 or cost of original permit, whichever is less. 12-24 Months = \$200 or cost of original permit, whichever is less. >24 Months = Full cost of original permit.
Failure to Obtain Permit	Double Permit Fee
Plan Review Fee (commercial) - charged for all plans submitted	\$50 + \$0.001 per sq. ft.
County Projects:	
In House by Employees	Waive Fees
Contracted by Outside Work Force	Per Fee Schedule
North Carolina Home Owners Recovery Fund	\$10.00

# Fee Schedule

## Planning & Transportation Services

**Mission:**

The mission of the Transportation Department is to provide safe and efficient transportation services for citizens and clients of County agencies.

Fee Schedule Item	FY 2020/2021 Fee Amount	
	Per Mile Rate	No Show Fee (equal to Per Mile Rate)
Department of Aging	\$1.90	Yes
Department of Social Services	\$2.16	No
Elderly & Disabled Transportation Assistance Program (EDTAP) (In City Limits)	\$4.00 each way	Yes*
Elderly & Disabled Transportation Assistance Program (EDTAP) (Outside City Limits)	\$4.00 each way	Yes*
Elderly & Disabled Transportation Assistance Program (EDTAP) (Out of County - Border)	\$7.00 each way	Yes*
Elderly & Disabled Transportation Assistance Program (EDTAP) (Out of County - Wake, CH, Durham)	\$10.00 each way	Yes*
Moore County Schools	\$1.90	Yes
Penick Village	\$1.90	Yes
Monarch Services (previously Pinetree Community Services)	\$1.90	Yes
Rural General Public (RGP) (In City Limits)	\$4.00 each way	Yes*
Rural General Public (RGP) (Outside City Limits)	\$4.00 each way	Yes*
Rural General Public (RGP) (Out of County (Border))	\$7.00 each way	Yes*
Rural General Public (RGP) (Out of County (Wake, CH, Durham))	\$10.00 each way	Yes*
A-Pines Line (Fixed Route)	\$2.00 each way	N/A
Sandhills Children's Center	\$1.90	Yes
Sandhills/Moore Coalition for Human Care	\$1.90	Yes
Daymark Recovery (previously Sandhills Mental Health)	\$1.90	Yes
Vocational Rehabilitation Services	\$1.90	Yes
Peak Resources Pinelake	\$1.90	Yes
Mailing of purchased tokens	Current USPS certified postage rate	
*EDTAP & RGP no show fees will be charged the same as a rider fee.		
Non-Client Transport Fee (back to place of residence)	\$50.00 one way	effective October 1, 2013 BOC Approval

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Sonia Biggs  
Moore County Transportation Manager

**DATE:** September 24, 2020

**SUBJECT:** Contract for Services Moore County Transportation Services and Monarch

**PRESENTER:** Debra Ensminger

**REQUEST:**

A request to the Board of County Commissioners to approve the Contract for Services between Moore County Transportation Services and Monarch. The term of the contract is from July 1, 2020, through June 30, 2021 at a reimbursement rate of \$1.90 per mile.

**BACKGROUND:**

Monarch applies for 5310 Capital-Purchase of Service funding from the North Carolina Department of Transportation for “Enhanced Mobility of Seniors and Individuals with Disabilities” each Fiscal year. Monarch was awarded grant.

**IMPLEMENTATION PLAN:**

Upon approval of the Contract for Services Moore County Transportation Services will begin Services.

**FINANCIAL IMPACT STATEMENT:**

Moore County Transportation Services will receive a reimbursement rate of \$1.90 per mile.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the contract for services between Moore County Transportation Services and Monarch and authorize the Chairman to execute the documents.

**SUPPORTING ATTACHMENTS:**

Contract for Services between Moore County Transportation Services and Monarch

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the 6th day of October, 2020, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Monarch, a non-profit formed under the laws of the State of North Carolina

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

The County agrees to provide services contained in this Contract pursuant to the provisions and specification identified in Attachment 1. Monarch agrees to pay for services contained in this Contract pursuant to the provisions and specifications identified in Attachment 1. Attachment 1 is attached to this Contract and incorporated by reference herein.

**2. TERM OF CONTRACT**

The term of this Contract is from July 1, 2020, through June 30, 2021.

**3. IDEMNITY**

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

**4. GOVERNING LAW**

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

**5. 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 shall 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 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 shall be entitled to such additional rights and remedies as may be allowed by relevant law.

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

#### **6. SUCCESSORS AND ASSIGNS**

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

#### **7. NOTICES**

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

COUNTY OF MOORE: MOORE COUNTY TRANSPORTATION SERVICES  
ATTN: DEBRA ENSMINGER, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

MONARCH: MONARCH  
ATTN: PEGGY TERHUNE  
350 PEE DEE AVE.  
ALBERMARLE, NC 28001

#### **8. COUNTY NOT RESPONSIBLE FOR EXPENSES**

County shall not be liable to Monarch for any expenses paid or incurred by Monarch unless otherwise agreed in writing.

#### **9. 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.

#### **10. AMENDMENT**

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

#### **11. DRAFTED BY BOTH PARTIES**

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

#### **12. 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

MONARCH

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

DocuSigned by:  
*Peggy Terhune*  
\_\_\_\_\_  
6415F3E853AB4EE...  
Peggy Terhune, Ph.D. CEO

ATTEST

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

PREAUDIT CERTIFICATE

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

\_\_\_\_\_  
Finance Officer

**SCOPE OF SERVICES**

1. The County will:
  - A. Provide all administrative and related services to ensure reliable transportation at the lowest possible cost;
  - B. Schedule all services on a vehicle or space available basis;
  - C. Provide transportation to passengers authorized by Monarch and bill Monarch on a monthly basis, utilizing an itemized invoice;
  - D. Ensure that specified liability, collision and comprehensive insurance coverage are in force and all County vehicles used to provide services under this Contract;
  - E. Immediately notify Monarch of accidents or incidents involving any vehicles and passengers authorized by Monarch, whether or not damage or injury results, and make a detailed report of the accident or incident to the director of Monarch;
  - F. Adhere to the holiday schedule adopted by the County for its offices;
  - G. For the purposes of weather cancellations, the County will close as directed by the County's policy; and
  - H. Provide "curb to curb" service. Drivers will assist passengers from the curb to the vehicle and from the vehicle to the curb. Drivers are not allowed to leave their vehicle to assist passengers to and from buildings. Passengers who need assistance beyond boarding and exiting from the vehicle should arrange for that assistance.
2. Monarch will:
  - A. Call in appointments by 11:00 am or at least two days prior to the date service is requested;
  - B. Provide a Client Registration and Release/Waiver of Liability form for new riders;
  - C. Reimburse the County for transportation services as follows:
    1. The County will be reimbursed at the rate of \$1.90 per mile;
    2. In the event that the scheduled passenger is a No-Show, Monarch will be charged the passenger's pro rata share for the scheduled trip; and

The definition of a No-Show is: a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and, MCTS was not notified 24 hours before the requested appointment time.

**ATTACHMENT 1**

3. Billing Invoice: Monarch will be responsible to review all billing invoices and notify Moore County Transportation Services of any discrepancies within ten (10) days of the date of the billing invoice. After ten (10) days, if no charges are disputed, all charges will be deemed accepted by Monarch and will be the responsibility of Monarch; and
4. Payment will be made to the County within thirty (30) days of the date of the billing invoice.

D. In no event will the County be liable or responsible for the following:

1. Failure of the County to pick up or drop-off Monarch's passenger at the appointed time and location when the failure is due to incorrect or inadequate information provided to the County by Monarch; and
2. Failure of Monarch's passenger to be properly cared for before pickup or after drop-off at the locations specified by Monarch.

## Certificate Of Completion

Envelope Id: F34E0632ECEB46A2B64DC2BC819751A5 Status: Sent  
 Subject: Please DocuSign: 9-28-20 Contract - Transportation Svcs - Monarch.docx  
 Source Envelope:  
 Document Pages: 5 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Cheryl Zielsdorf  
 AutoNav: Enabled czielsdorf@moorecountync.gov  
 Envelopeld Stamping: Enabled IP Address: 184.2.42.2  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original Holder: Cheryl Zielsdorf Location: DocuSign  
 9/28/2020 3:48:51 PM czielsdorf@moorecountync.gov

## Signer Events

	Signature	Timestamp
Debra Ensminger densminger@moorecountync.gov Security Level: Email, Account Authentication (None)	Completed	Sent: 9/28/2020 3:55:48 PM Viewed: 9/28/2020 5:19:25 PM Signed: 9/28/2020 5:19:56 PM
	Using IP Address: 184.2.42.2	

### Electronic Record and Signature Disclosure:

Accepted: 1/17/2019 10:52:45 AM  
 ID: f958f193-5a2f-4f52-8cdd-0dd936077538

Peggy Terhune  
 peggy.terhune@monarchnc.org  
 President/CEO  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 6415F3E853AB4EE...

Signature Adoption: Pre-selected Style  
 Using IP Address: 174.111.228.197

Sent: 9/28/2020 5:19:57 PM  
 Viewed: 9/29/2020 11:50:17 AM  
 Signed: 9/29/2020 11:50:45 AM

### Electronic Record and Signature Disclosure:

Accepted: 9/29/2020 11:50:17 AM  
 ID: 7896075d-6fd6-4eb4-92f4-d9024b391ecc

Terra Vuncannon  
 tvuncannon@moorecountync.gov  
 Deputy Finance Officer  
 Security Level: Email, Account Authentication (None)

Sent: 9/29/2020 11:50:48 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Williams  
 clerktoboard@moorecountync.gov  
 Security Level: Email, Account Authentication (None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

	Signature	Timestamp
In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov		
In Person Signer: Francis R. Quis, Jr., Chairman		
Security Level: In Person		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Laura Williams clerktoboard@moorecountync.gov Clerk to the Board County of Moore Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/28/2020 3:55:49 PM
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Misty Leland mistyleland@moorecountync.gov County Attorney County of Moore Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/28/2020 3:55:48 PM
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Stephanie Cormack scormack@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/28/2020 3:55:49 PM Viewed: 9/28/2020 4:05:13 PM
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Caroline Xiong cxiong@moorecountync.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 2/11/2020 11:10:53 AM ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9	<b>COPIED</b>	Sent: 9/29/2020 11:50:47 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/29/2020 11:50:48 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

electronically from us.

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

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

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

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

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

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

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

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

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

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

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

**Required hardware and software**

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

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

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

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

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

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

**Agenda Item:** III.K.  
**Meeting Date:** October 6, 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Sonia Biggs  
Moore County Transportation Services Manager

**DATE:** September 24, 2020

**SUBJECT:** Monarch FY2021/2022 Memorandum of Understanding

**PRESENTER:** Debra Ensminger

**REQUEST:**

This is a request to approve the FY2021/2022 Memorandum of Understanding with Moore County Transportation Services and Monarch.

**BACKGROUND:**

Monarch is applying for funding from the NCDOT 5310 capital grant opportunity for FY2021/2022, if the grant is awarded Moore County Transportation Services will provide the transportation services. A Memorandum of Understanding with Moore County Transportation Services approved by the Board of Commissioners is required with the grant application submittal.

**IMPLEMENTATION PLAN:**

The Memorandum of Understanding will be effective upon approval by the Board of Commissioners and will be forwarded to Monarch.

**FINANCIAL IMPACT STATEMENT:**

Approval of the Memorandum of Understanding will not have a financial impact on FY 20/21 budget.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the Memorandum of Understanding between Moore County Transportation Services and Monarch.

**SUPPORTING ATTACHMENTS:**

Memorandum of Understanding Moore County Transportation Services and Monarch



MEMORANDUM OF UNDERSTANDING

Monarch is applying for 5310 Capital – Purchase of Service funding from the North Carolina Department of Transportation for “Enhanced Mobility for Seniors and Individuals with Disabilities” in FY2022. If awarded, funding will provide for purchase of transportation services from Moore County Transportation Services, the FTA 5311 recipient for Moore County, North Carolina. The grant provides funding for transportation for people with intellectual and developmental disabilities as they travel to and from Monarch’s Creative Arts and Community Center in Southern Pines, for the purposes of education, therapeutic and recreational activity, community interaction and employment support.

Beginning July 1, 2021, Moore County Transportation Services will provide transportation services for Monarch and will assume the role of the 3<sup>rd</sup> party contractor to provide transportation services for Monarch through June 30, 2022. Monarch will be invoiced by Moore County Transportation Services and will pay Moore County Transportation Services directly. Monarch will submit appropriate documentation to the NCDOT for reimbursement per the grant funding requirements. (Services provided must cover the grant period of performance.)

The fee schedule for the purchase of service is as follows: Transportation costs and fee schedules will be determined prior to the start of the fiscal year and will be outlined in an official contract for 2020-2021 to be signed by both Monarch and Moore County Transportation Services.

As an FTA 5311 transportation provider, Moore County Transportation has read and agrees to comply with all federal and state requirements, policies, and provisions contained in the Federal and State Requirements and Special Conditions for Operations and Management Contracts provided with this memorandum.

Monarch  
350 Pee Dee Ave., Albemarle, NC 28001  
Peggy Terhune, Ph.D. CEO

County of Moore  
PO Box 905, Carthage, NC 28327  
J. Wayne Vest, County Manager

\_\_\_\_\_  
Peggy Terhune, Ph.D. CEO

\_\_\_\_\_  
J. Wayne Vest, County Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested By: \_\_\_\_\_

Attested By: \_\_\_\_\_

**Person Authorized to Submit Grant:**

Carol Shinn, Grants & Foundation Relations Manager  
carol.shinn@monarchnc.org  
704-986-1853

**Contact Information:**

Debra Ensminger, Director  
Moore County Transportation Services  
910-947-7160, densminger@moorecountync.gov

Agenda Item: III.L.  
Meeting Date: 6 October 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Moore County Health Department

**DATE:** 18 September 2020

**SUBJECT:** Moore County Health Department for additional WIC Program FY 2020 funding.

**PRESENTER:** Robert R. Wittmann, MPH *RRW*

**REQUEST:** That the Moore County Board of Commissioners approves and authorizes the Chair of the Moore County Board of Commissioners to sign and take the necessary steps to execute the enclosed 403 WIC Agreement Addendum for WIC Program FY 2021 funding in the amount of \$8,580.

**BACKGROUND:** The attached Agreement Addendum is for receipt of a grant of \$8,580 requiring Board of Commissioner approval to accept the funding and the accompanying budget amendment. Revision #1 adds funding in the amount of \$8,580 for a revised FY21 WIC Grant total of \$339,900.

The \$8,580 will be used via contract with Nutrition Plus for additional contract Nutritionists services for the WIC Program during FY2020-2021.

The attached Agreement Addendum has been reviewed and approved by the Moore County Attorney's Office.

**IMPLEMENTATION PLAN:** Upon approval by the Moore County Board of Commissioners, the Health Director will take the necessary steps in accordance with the terms of the Agreement Addendum and County Policy to utilize the funds to support the WIC Program.

**RECOMMENDATION SUMMARY:** That the Moore County Board of Commissioners approves and authorizes the Chair of the Moore County Board of Commissioners to sign and take the necessary steps to execute the enclosed Agreement Addendum for the WIC Program FY 2021 funding in the amount of \$8,580.

**SUPPORTING ATTACHMENTS:** FY21 403 WIC Addendum Agreement Revision #1 for \$8,580.

# Division of Public Health Agreement Addendum FY 20-21

Moore County Health Department <b>Local Health Department Legal Name</b>	Women's and Children's Health Section / Nutrition Services Branch <b>DPH Section / Branch Name</b>
403 WIC <b>Activity Number and Description</b>	Lisa D. Dupree, (919) 707-5807 Lisa.Dupree@dhhs.nc.gov <b>DPH Program Contact</b> (name, phone number, and email)
06/01/2020 – 05/31/2021 <b>Service Period</b>	<b>DPH Program Signature</b> <span style="float: right;"><b>Date</b></span> (only required for a <u>negotiable</u> agreement addendum)
07/01/2020 – 06/30/2021 <b>Payment Period</b>	
<input type="checkbox"/> <b>Original Agreement Addendum</b> <input checked="" type="checkbox"/> <b>Agreement Addendum Revision # <u>1</u></b>	

- I. Background:**  
No change.
- II. Purpose:**  
This Agreement Addendum Revision #1 provides additional funds to the Local Health Department as its average monthly participation has risen above 100% of the base caseload assignment for SFY20-21 defined on the original Agreement Addendum's Attachment A. This funding increase will allow the Local Health Department to serve additional participants from October through May, and enhances its ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.
- III. Scope of Work and Deliverables:**  
No change.
- IV. Performance Measures/Reporting Requirements:**  
*As of October 1, 2020, this Agreement Addendum, Revision #1 replaces Subparagraph 2 under Paragraph A with the following:*
2. From October 1, 2020 through May 31, 2021, the base caseload for the Local Health Department's local WIC agency has been updated and is provided in this Agreement Addendum Attachment A-2.

Health Director Signature	(use blue ink)	Date
Local Health Department to complete: LHD program contact name: _____ (If follow-up information is needed by DPH) Phone number with area code: _____ Email address: _____		

V. **Performance Monitoring and Quality Assurance:**

No change.

VI. **Funding Guidelines or Restrictions:**

*As of October 1, 2020, this Agreement Addendum Revision #1 adds Paragraph 8, as follows:*

8. Additional funds have been placed in the 'Client Services' category of the WIC budget. This funding is delineated by the code "GB" and shall be to serve additional WIC participants during the period of October 1, 2020 through May 31, 2021. If the Local Health Department chooses to further distribute funds among the four WIC activities, adhering to threshold requirements, it may do so by completing a budgetary realignment request and submitting it to the Nutrition Services Branch's State Office.

Supplement reason:  In AA+BE or AA+BE Rev -OR-  -

CFDA #: 10.557 Federal awd date: 10/1/19 Is award R&D? no FAIN: 205NC705W1003 Total amount of fed awd: \$ 54,533,134

CFDA Special Supplemental Nutrition Program for name: Women, Infants and Children	Fed award project description: Women, Infants & Children (2 Year)
	Fed awarding agency: USDA, Food and Nutrition Service Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	20,064	\$766,326	Jackson	019728518	264	\$188,715
Albemarle	130537822	660	\$786,534	Johnston	097599104	24,288	\$809,650
Alexander	030495105	4,752	\$143,484	Jones	095116935	1,188	\$46,035
Anson	847163029	8,712	\$151,668	Lee	067439703	4,620	\$343,080
Appalachian	780131541	3,696	\$317,956	Lenoir	042789748	8,844	\$423,070
Beaufort	091567776	12,012	\$301,835	Lincoln	086869336	5,016	\$319,759
Bladen	084171628	4,092	\$213,960	Macon	070626825	2,508	\$190,014
Brunswick	091571349	6,072	\$547,675	Madison	831052873	5,940	\$91,086
Buncombe	879203560	13,332	\$851,736	MTW	087204173	4,752	\$273,606
Burke	883321205	14,124	\$450,675	Mecklenburg	074498353	146,520	\$3,959,316
Cabarrus	143408289	20,724	\$678,137	Montgomery	025384603	4,752	\$181,544
Caldwell	948113402	8,580	\$385,956	Moore	050988146	8,580	\$339,900
Carteret	058735804	13,332	\$252,616	Nash	050425677	=	\$555,595
Caswell	077846053	1,320	\$101,706	New Hanover	040029563	34,584	\$615,188
Catawba	083677138	13,068	\$720,060	Northampton	097594477	3,828	\$107,967
Chatham	131356607	=	=	Onslow	172663270	23,892	\$1,329,768
Cherokee	130705072	4,488	\$191,296	Orange	139209659	=	=
Clay	145058231	2,376	\$53,314	Pamlico	097600456	2,772	\$57,948
Cleveland	879924850	20,196	\$582,291	Pender	100955413	3,696	\$288,372
Columbus	040040016	19,140	\$311,483	Person	091563718	=	\$192,770
Craven	091564294	9,636	\$540,495	Pitt	080889694	26,928	\$893,649
Cumberland	123914376	44,484	\$2,411,310	Polk	079067980	2,640	\$47,520
Dare	082358631	\$4,488	\$129,660	Randolph	027873132	16,500	\$655,501
Davidson	077839744	29,172	\$659,480	Richmond	070621339	16,896	\$373,730
Davie	076526651	6,732	\$157,938	Robeson	082367871	41,316	\$802,815
Duplin	095124798	12,540	\$445,779	Rockingham	077847143	9,372	\$427,194
Durham	088564075	=	=	Rowan	074494014	12,012	\$505,536
Edgecombe	093125375	11,484	\$338,514	Sampson	825573975	16,764	\$401,263
Foothills	782359004	4,620	\$564,697	Scotland	091564146	13,332	\$325,462
Forsyth	105316439	60,324	\$1,693,674	Stanly	131060829	11,484	\$308,748
Franklin	084168632	=0	\$267,270	Stokes	085442705	4,620	\$164,107
Gaston	071062186	18,612	\$813,384	Surry	077821858	9,636	\$348,888
Graham	020952383	1,452	\$62,832	Swain	146437553	660	\$68,940
Granville-Vance	063347626	24,552	\$588,388	Toe River	113345201	3,432	\$243,616
Greene	091564591	2,244	\$165,119	Transylvania	030494215	2,112	\$114,902
Guilford	071563613	62,304	\$2,528,133	Union	079051637	15,708	\$632,539
Halifax	014305957	10,956	\$362,209	Wake	019625961	100,716	\$3,077,514
Harnett	091565986	16,500	\$599,582	Warren	030239953	7,128	\$119,433
Haywood	070620232	10,560	\$247,566	Wayne	040036170	24,288	\$844,019
Henderson	085021470	14,256	\$404,962	Wilkes	067439950	13,464	\$345,323
Hoke	091563643	10,824	\$360,294	Wilson	075585695	9,240	\$508,420
Hyde	832526243	1,188	\$20,509	Yadkin	089910624	5,412	\$202,224
Iredell	074504507	24,288	\$649,768				



65 New Hanover	*	3	0	34,584	0	0	0	0	0	0	34,584	615,188
66 Northampton	*	3	0	3,828	0	0	0	0	0	0	3,828	107,967
67 Onslow	*	1	0	23,892	0	0	0	0	0	0	23,892	1,329,768
68 Orange			0	0	0	0	0	0	0	0	0	0
69 Pamlico	*	1	0	2,772	0	0	0	0	0	0	2,772	57,948
71 Pender	*	3	0	3,696	0	0	0	0	0	0	3,696	288,372
73 Person	*	2	0	0	0	0	0	0	0	0	0	192,770
74 Pitt	*	2	0	26,928	0	0	0	0	0	0	26,928	893,649
75 Polk	*	1	0	2,640	0	0	0	0	0	0	2,640	47,520
76 Randolph	*	3	0	16,500	0	0	0	0	0	0	16,500	655,501
77 Richmond	*	3	0	16,896	0	0	0	0	0	0	16,896	373,730
78 Robeson	*	3	0	41,316	0	0	0	0	0	0	41,316	802,815
79 Rockingham	*	2	0	9,372	0	0	0	0	0	0	9,372	427,194
80 Rowan	*	2	0	12,012	0	0	0	0	0	0	12,012	505,536
D5 R-P-M			0	0	0	0	0	0	0	0	0	0
82 Sampson	*	3	0	16,764	0	0	0	0	0	0	16,764	401,263
83 Scotland	*	3	0	13,332	0	0	0	0	0	0	13,332	325,462
84 Stanly	*	2	0	11,484	0	0	0	0	0	0	11,484	308,748
85 Stokes	*	3	0	4,620	0	0	0	0	0	0	4,620	164,107
86 Surry	*	3	0	9,636	0	0	0	0	0	0	9,636	348,888
87 Swain	*	3	0	660	0	0	0	0	0	0	660	68,940
D6 Toe River	*	3	0	3,432	0	0	0	0	0	0	3,432	243,616
88 Transylvania	*	3	0	2,112	0	0	0	0	0	0	2,112	114,902
90 Union	*	3	0	15,708	0	0	0	0	0	0	15,708	632,539
92 Wake	*	3	0	100,716	0	0	0	0	0	0	100,716	3,077,514
93 Warren	*	3	0	7,128	0	0	0	0	0	0	7,128	119,433
96 Wayne	*	3	0	24,288	0	0	0	0	0	0	24,288	844,019
97 Wilkes	*	3	0	13,464	0	0	0	0	0	0	13,464	345,323
98 Wilson	*	3	0	9,240	0	0	0	0	0	0	9,240	508,420
99 Yadkin	*	1	0	5,412	0	0	0	0	0	0	5,412	202,224
Totals			0	1,221,660	0	0	0	0	0	0	1,221,660	43,544,997

Sign and Date - DPH Program Administrator <i>Kimberly D Lovenduski</i> 9/8/20	Designated by Sign and Date - DPH Section Chief <i>Sarah Dozier</i> 9/8/2020
Sign and Date - DPH Contracts Office	Sign and Date - DPH Budget Officer

65 New Hanover	* 3	0	34,584	0	0	0	0	0	0	34,584	615,188
66 Northampton	* 3	0	3,828	0	0	0	0	0	0	3,828	107,967
67 Onslow	* 1	0	23,892	0	0	0	0	0	0	23,892	1,329,768
68 Orange		0	0	0	0	0	0	0	0	0	0
69 Pamlico	* 1	0	2,772	0	0	0	0	0	0	2,772	57,948
71 Pender	* 3	0	3,696	0	0	0	0	0	0	3,696	288,372
73 Person	* 2	0	0	0	0	0	0	0	0	0	192,770
74 Pitt	* 2	0	26,928	0	0	0	0	0	0	26,928	893,649
75 Polk	* 1	0	2,640	0	0	0	0	0	0	2,640	47,520
76 Randolph	* 3	0	16,500	0	0	0	0	0	0	16,500	655,501
77 Richmond	* 3	0	16,896	0	0	0	0	0	0	16,896	373,730
78 Robeson	* 3	0	41,316	0	0	0	0	0	0	41,316	802,815
79 Rockingham	* 2	0	9,372	0	0	0	0	0	0	9,372	427,194
80 Rowan	* 2	0	12,012	0	0	0	0	0	0	12,012	505,536
D5 R-P-M		0	0	0	0	0	0	0	0	0	0
82 Sampson	* 3	0	16,764	0	0	0	0	0	0	16,764	401,263
83 Scotland	* 3	0	13,332	0	0	0	0	0	0	13,332	325,462
84 Stanly	* 2	0	11,484	0	0	0	0	0	0	11,484	308,748
85 Stokes	* 3	0	4,620	0	0	0	0	0	0	4,620	164,107
86 Surry	* 3	0	9,636	0	0	0	0	0	0	9,636	348,888
87 Swain	* 3	0	660	0	0	0	0	0	0	660	68,940
D6 Toe River	* 3	0	3,432	0	0	0	0	0	0	3,432	243,616
88 Transylvania	* 2	0	2,112	0	0	0	0	0	0	2,112	114,902
90 Union	* 3	0	15,708	0	0	0	0	0	0	15,708	632,539
92 Wake	* 3	0	100,716	0	0	0	0	0	0	100,716	3,077,514
93 Warren	* 3	0	7,128	0	0	0	0	0	0	7,128	119,433
96 Wayne	* 3	0	24,288	0	0	0	0	0	0	24,288	844,019
97 Wilkes	* 3	0	13,464	0	0	0	0	0	0	13,464	345,323
98 Wilson	* 3	0	9,240	0	0	0	0	0	0	9,240	508,420
99 Yadkin	* 1	0	5,412	0	0	0	0	0	0	5,412	202,224
Totals		0	1,221,660	0	0	0	0	0	0	1,221,660	43,544,997

Sign and Date - DPH Program Administrator  
*Kimberly D Lovenduski* 9/8/20  
 Sign and Date - DPH Contracts Office  
*Jessieko Stuart* 9/8/2020

Sign and Date - DPH Section Chief  
 Sign and Date - DPH Budget Officer  
*Pamela J Allen* 9/8/2020

bgb 9/8/2020



Agenda Item: III.M.  
Meeting Date: 6 October 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Moore County Health Department

**DATE:** 18 September 2020

**SUBJECT:** Moore County Health Department FY 21 funding, for CARES 115 Infection Prevention Support Addendum Agreement in the amount of \$128,467.

**PRESENTER:** Robert R. Wittmann, MPH *RRW*

**REQUEST:** That the Moore County Board of Commissioners approves and authorizes the Chair of the Moore County Board of Commissioners to sign, the FY 21 CARES 115 Infection Prevention Support Addendum Agreement in the amount of \$128,467.

**BACKGROUND:** The attached Agreement Addendum is for receipt of a FY 21 CARES 115 Infection Prevention Support Addendum Agreement in the amount of \$128,467. The primary purpose of the CRF is to provide necessary and appropriate relief and assistance from the effects of COVID-19. These funds were provided to the Department of Health and Human Services to provide flexible funds for local health departments to support infection-prevention related activities.

**IMPLEMENTATION PLAN:** Upon approval by the Moore County Board of Commissioners, the Health Director will take the necessary steps in accordance with the terms of the Agreement Addendum and County Policy to utilize the funds to support the Department's response to COVID-19 disease in Moore County.

**FINANCIAL IMPACT STATEMENT:** There will be no additional local funds required.

**RECOMMENDATION SUMMARY:** That the Moore County Board of Commissioners approves and authorizes the Chair of the Moore County Board of Commissioners to sign, the FY 21 CARES 115 Infection Prevention Support Addendum Agreement in the amount of \$128,467.

**SUPPORTING ATTACHMENTS:**

The Agreement Addendum for receipt of a FY 21 CARES 115 Infection Prevention Support in the amount of \$128,467.

# Division of Public Health Agreement Addendum FY 20-21

Moore County Health Department  
Local Health Department Legal Name

115 COVID-19 Infection Prevention Support  
Activity Number and Description

07/01/2020 – 12/30/2020  
Service Period

09/01/2020 – 01/31/2021  
Payment Period

- Original Agreement Addendum  
 Agreement Addendum Revision # \_\_\_\_\_

Administrative, Local, and Community Support /  
Local Technical Assistance and Training (LTAT)  
DPH Section / Branch Name

Susan Little, 919-215-4471  
susan.little@dhhs.nc.gov

DPH Program Contact  
(name, phone number, and email)

n/a

DPH Program Signature Date  
(only required for a negotiable agreement addendum)

**I. Background:**

The North Carolina General Assembly passed Session Law 2020-4 (H1043) to fulfill their constitutional duty to appropriate all funds, including federal CARES Act funds appropriated or otherwise made available under the COVID-19 Recovery Legislation, and to direct the use of those funds in a manner that is consistent with the authorizing federal legislation and that responsibly provides for the public health and economic well-being of North Carolina. Through this legislation, the Coronavirus Relief Fund (CRF) was established.

The primary purpose of the CRF is to provide necessary and appropriate relief and assistance from the effects of COVID-19. These funds were provided to the Department of Health and Human Services to provide flexible funds for local health departments to support infection-prevention related activities.

**II. Purpose:**

This Agreement Addendum enhances the Local Health Department's ability to support infection prevention during the COVID-19 pandemic.

**III. Scope of Work and Deliverables:**

1. These funds may be used by the Local Health Department (LHD) to support any locally identified need to support **COVID-19 infection prevention**, through any public health program. Examples of infection-related expenditures may include, but are not limited to, staffing support related to infection control services or programs, environmental health services related to infection prevention and control (e.g., site assessments), technological needs including those for providing telehealth services, testing, investigation, contact tracing, infection-control training, disinfection of public areas

Health Director Signature (use blue ink) Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____	
	Phone number with area code: _____	
	Email address: _____	

**Signature on this page signifies you have read and accepted all pages of this document.**

and facilities, purchase of personal protective equipment, COVID-19 infection control related medical expenses including clinical care, and infection prevention capital improvements directly related to the COVID-19 public health emergency.

2. Infection prevention and related activities must support standardized infection control basic principles as described in the NC DHHS COVID-19 Guidance found here: <https://covid19.ncdhhs.gov/guidance>

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

**1. Performance Measure**

100% of LHD funds expensed will be for the specific purpose of infection prevention and related support activities.

**2. Reporting Requirements**

The LHD shall provide Infection Prevention Reports for Activity 115 COVID-19 Infection Prevention Support which detail and justify how the funds were allocated to infection-prevention related activities. The LHD must provide monthly Infection Prevention Reports using the attached templates, C-1 and C-2 as mandated by the NC Pandemic Relief Office according to the following schedule:

<u>Report Period</u>	<u>Report Submission Deadline</u>
July 2020 – August 2020 (2 months)	September 15, 2020
September 2020	October 15, 2020
October 2020	November 16, 2020
November 2020	December 15, 2020
December 2020	January 15, 2021

Email reports to: Beth Murray [beth.murray@dhhs.nc.gov](mailto:beth.murray@dhhs.nc.gov) and copy Jeneen Preciose [jeneen.preciose@dhhs.nc.gov](mailto:jeneen.preciose@dhhs.nc.gov) and Pat Ward [pat.ward@dhhs.nc.gov](mailto:pat.ward@dhhs.nc.gov).

**V. Performance Monitoring and Quality Assurance:**

Performance will be monitored by the LTAT Branch Head by a review of the Activity 115 Infection Prevention Reports. If additional information is required, a phone conference will be conducted.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the LHD receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the LHD throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the LHD even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Any infection prevention capital improvement directly related to the COVID-19 public health emergency **must receive preapproval** from DPH Program Contact, Susan Little, in writing prior to expending.
3. The following is a nonexclusive list of costs that would **not** be eligible expenditures:
  - a. Administrative costs. Neither indirect costs nor allocated overhead are allowable costs. All salary expenses for permanent employees must be direct expensed.
  - b. Lobbying. Federally funded lobbying, either directly or indirectly (i.e., “grassroots” lobbying), is prohibited by law.
  - c. Expenses for the State share of Medicaid.
  - d. Damages covered by insurance.
  - e. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  - f. Expenses that have been or will be reimbursed under any federal program.
  - g. Reimbursement to donors for donated items or services.
  - h. Workforce bonuses other than hazard pay or overtime.
  - i. Severance pay.
  - j. Legal settlements.
  - k. Elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death.
    - i. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.
    - ii. Furthermore, no government which receives payments from the Coronavirus Relief Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.
4. **The final drawdown of funds for services performed through December 30, 2020 request must be submitted in the Aid-to-Counties database no later than 01/15/2021.**

**Attachment C-1  
Covid-19 Grant Project Status Report**

Before It will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the grant contract. This report is to be completed by the grant recipient and each subrecipient. The grant recipient is to ensure all subrecipients' reports are to be included with cost reimbursement requests.

**1. Organization**

Organization Name	
Contract Agreement Number	
Date	

**2. Financial Summary**

Total Funding Authorized	Total Funding Received to Date	Balance

**3. Performance:** Recipient or Subrecipient shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include activities and progress against the recipient's or subrecipient's scope of work and outcomes of that work. Attach additional documents as necessary.

**Descriptive summary of how the funds were used, including specific deliverables achieved, and progress against objectives and outcomes expected to be achieved.**

(cont.)

I certify that funds referenced in this document were used in accordance with applicable laws and regulations; and the terms and conditions as stated in any contracts, agreements, or use of allocated funds between the State of North Carolina.

Signature:

Name:

Title:

Phone:

Email:







CFDA #: 21.019	Federal awd date: 03/27/20	Is award R&D? no	FAIN: H.R. 748 – 116 <sup>th</sup> Congress (2019-2020)	Total amount of fed awd: \$ 3,585,391,176
CFDA name: Coronavirus Relief Fund		Fed award project description: Coronavirus Aid, Relief, and Economic Security Act, Coronavirus Relief Funds (to States)	Fed awarding agency: U.S. Treasury	Federal award indirect cost rate: 0% NC DHHS limited to: 0% Subawardee limited to: 0%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	201857	201857	Jackson	019728518	67821	67821
Albemarle	130537822	335813	335813	Johnston	097599104	238037	238037
Alexander	030495105	61801	61801	Jones	095116935	31127	31127
Anson	847163029	47598	47598	Lee	067439703	86438	86438
Appalachian	780131541	164871	164871	Lenoir	042789748	82049	82049
Beaufort	091567776	71811	71811	Lincoln	086869336	112491	112491
Bladen	084171628	57723	57723	Macon	070626825	59398	59398
Brunswick	091571349	169625	169625	Madison	831052873	44403	44403
Buncombe	879203560	304908	304908	MTW	087204173	103301	103301
Burke	883321205	119750	119750	Mecklenburg	074498353	1207750	1207750
Cabarrus	143408289	248252	248252	Montgomery	025384603	50144	50144
Caldwell	948113402	110898	110898	Moore	050988146	128467	128467
Carteret	058735804	97153	97153	Nash	050425677	124033	124033
Caswell	077846053	45842	45842	New Hanover	040029563	273459	273459
Catawba	083677138	192957	192957	Northampton	097594477	42501	42501
Chatham	131356607	101047	101047	Onslow	172663270	236891	236891
Cherokee	130705072	51949	51949	Orange	135209659	178869	178869
Clay	145058231	32723	32723	Pamlico	097600456	34579	34579
Cleveland	879924850	128195	128195	Pender	100955413	87846	87846
Columbus	040040016	81577	81577	Person	091563718	63880	63880
Craven	091564294	133055	133055	Pitt	080889694	214737	214737
Cumberland	123914376	382064	382064	Polk	079067930	43502	43502
Dare	082358631	60376	60376	Randolph	027873132	177244	177244
Davidson	077839744	203445	203445	Richmond	070621339	69327	69327
Davie	076526651	66901	66901	Robeson	082367871	163619	163619
Duplin	095124798	85231	85231	Rockingham	077847143	120125	120125
Durham	088564075	359582	359582	Rowan	074494014	174753	174753
Edgecombe	093125375	77539	77539	Sampson	825573975	89940	89940
Foothills	782359004	165280	165280	Scotland	091564146	59009	59009
Forsyth	105316439	430687	430687	Stanly	131060829	89112	89112
Franklin	084168632	94224	94224	Stokes	085442705	70716	70716
Gaston	071062186	603148	603148	Surry	077821858	99920	99920
Graham	020952383	29479	29479	Swain	145437553	35761	35761
Granville-Vance	063347626	156187	156187	Toe River	113345201	116460	116460
Greene	091564591	42944	42944	Transylvania	030494215	58322	58322
Guilford	071563613	603148	603148	Union	079051637	273696	273696
Halifax	014305957	76260	76260	Wake	019625961	1187939	1187939
Harnett	091565986	165335	165335	Warren	030239953	41899	41899
Haywood	070620232	88578	88578	Wayne	040036170	156092	156092
Henderson	085021470	147530	147530	Wilkes	067439950	96298	96298
Hoke	091563643	78923	78923	Wilson	075585695	109433	109433
Hyde	832526243	25673	25673	Yadkin	089910624	61580	61580
Iredell	074504507	215054	215054				

## DPH-Aid-To-Counties

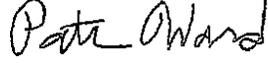
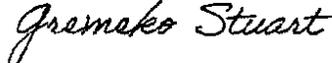
For Fiscal Year: 20/21

Budgetary Estimate Number : 0

Activity 115		1175 4026 HN		
Service Period	AA	07/01-12/30	Proposed Total	New Total
Payment Period		08/01-01/31		
01 Alamance	* 0	201,857	201,857	201,857
D1 Albemarle	* 0	335,813	335,813	335,813
02 Alexander	* 0	61,801	61,801	61,801
04 Anson	* 0	47,598	47,598	47,598
D2 Appalachian	* 0	164,871	164,871	164,871
07 Beaufort	* 0	71,811	71,811	71,811
09 Bladen	* 0	57,723	57,723	57,723
10 Brunswick	* 0	169,625	169,625	169,625
11 Buncombe	* 0	304,908	304,908	304,908
12 Burke	* 0	119,750	119,750	119,750
13 Cabarrus	* 0	248,252	248,252	248,252
14 Caldwell	* 0	110,898	110,898	110,898
16 Carteret	* 0	97,153	97,153	97,153
17 Caswell	* 0	45,842	45,842	45,842
18 Catawba	* 0	192,957	192,957	192,957
19 Chatham	* 0	101,047	101,047	101,047
20 Cherokee	* 0	51,949	51,949	51,949
22 Clay	* 0	32,723	32,723	32,723
23 Cleveland	* 0	128,195	128,195	128,195
24 Columbus	* 0	81,577	81,577	81,577
25 Craven	* 0	133,055	133,055	133,055
26 Cumberland	* 0	382,064	382,064	382,064
28 Dare	* 0	60,376	60,376	60,376
29 Davidson	* 0	203,445	203,445	203,445
30 Davie	* 0	66,901	66,901	66,901
31 Duplin	* 0	85,231	85,231	85,231
32 Durham	* 0	359,582	359,582	359,582
33 Edgecombe	* 0	77,539	77,539	77,539

D7 Foothills	* 0	165,280	165,280	165,280
34 Forsyth	* 0	430,678	430,678	430,678
35 Franklin	* 0	94,224	94,224	94,224
36 Gaston	* 0	261,191	261,191	261,191
38 Graham	* 0	29,479	29,479	29,479
D3 Gran-Vance	* 0	156,187	156,187	156,187
40 Greene	* 0	42,944	42,944	42,944
41 Guilford	* 0	603,148	603,148	603,148
42 Halifax	* 0	76,260	76,260	76,260
43 Harnett	* 0	165,335	165,335	165,335
44 Haywood	* 0	88,578	88,578	88,578
45 Henderson	* 0	147,530	147,530	147,530
46 Hertford	* 0	0	0	0
47 Hoke	* 0	78,923	78,923	78,923
48 Hyde	* 0	25,673	25,673	25,673
49 Iredell	* 0	215,054	215,054	215,054
50 Jackson	* 0	67,821	67,821	67,821
51 Johnston	* 0	238,037	238,037	238,037
52 Jones	* 0	31,127	31,127	31,127
53 Lee	* 0	86,438	86,438	86,438
54 Lenoir	* 0	82,049	82,049	82,049
55 Lincoln	* 0	112,491	112,491	112,491
56 Macon	* 0	59,398	59,398	59,398
57 Madison	* 0	44,403	44,403	44,403
D4 M-T-W	* 0	103,301	103,301	103,301
60 Mecklenburg	* 0	1,207,755	1,207,755	1,207,755
62 Montgomery	* 0	50,144	50,144	50,144
63 Moore	* 0	128,467	128,467	128,467
64 Nash	* 0	124,033	124,033	124,033
65 New Hanover	* 0	273,459	273,459	273,459
66 Northampton	* 0	42,501	42,501	42,501
67 Onslow	* 0	236,891	236,891	236,891
68 Orange	* 0	178,869	178,869	178,869
69 Pamlico	* 0	34,579	34,579	34,579
71 Pender	* 0	87,846	87,846	87,846

73 Person	* 0	63,880	63,880	63,880
74 Pitt	* 0	214,737	214,737	214,737
75 Polk	* 0	43,502	43,502	43,502
76 Randolph	* 0	177,244	177,244	177,244
77 Richmond	* 0	69,327	69,327	69,327
78 Robeson	* 0	163,619	163,619	163,619
79 Rockingham	* 0	120,125	120,125	120,125
80 Rowan	* 0	174,753	174,753	174,753
D5 R-P-M	* 0	0	0	0
81 Sampson	* 0	89,940	89,940	89,940
83 Scotland	* 0	59,009	59,009	59,009
84 Stanly	* 0	89,112	89,112	89,112
85 Stokes	* 0	70,716	70,716	70,716
86 Surry	* 0	99,920	99,920	99,920
87 Swain	* 0	35,761	35,761	35,761
D6 Toe River	* 0	116,460	116,460	116,460
88 Transylvania	* 0	58,322	58,322	58,322
90 Union	* 0	273,696	273,696	273,696
92 Wake	* 0	1,187,939	1,187,939	1,187,939
93 Warren	* 0	41,899	41,899	41,899
96 Wayne	* 0	156,092	156,092	156,092
97 Wilkes	* 0	96,298	96,298	96,298
98 Wilson	* 0	109,433	109,433	109,433
99 Yadkin	* 0	61,580	61,580	61,580
Totals		13,338,000	13,338,000	13,338,000

 09042020 Sign and Date - DPH Program Administrator	 09/04/2020 Sign and Date - DPH Section Chief
 9/4/2020 Sign and Date - DPH Contracts Office	 09/04/2020 Sign and Date - DPH Budget Officer

SH 9/4/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline Ly Xiong, Finance Director  
**DATE:** September 28, 2020  
**SUBJECT:** General Fund's Assigned & Committed Fund balances as of June 30, 2020  
**PRESENTER:** Caroline L. Xiong

**REQUEST:**

- 1) Requesting the Board of Commissioners to classify the General Fund's fund balance as "Assigned Fund Balance" and "Committed Fund Balance" as of June 30, 2020 for the following amounts as stated below for a total amount of \$3,571,410.
  1. \$279,783 Committed Fund Balance in the General Fund as of June 30, 2020 for Tax Revaluation.
  2. \$800,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for Risk Management.
  3. \$951,627 Assigned Fund Balance in the General Fund as of June 30, 2020 for the Capital Reserve for Capital Construction Projects for Moore County Schools.
  4. \$600,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for the County General Capital Expense.
  5. \$940,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for Vehicle Replacement Plan.
- 2) Request the approval of the Budget Amendment attached.

**BACKGROUND:**

Per the Governmental Accounting Standards Board (GASB) No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*, the governing board can set aside County Funds to be used for specific purposes, but are neither restricted nor committed.

- 1) The County currently has a balance of \$179,783 in the Tax Revaluation Fund as of June 30, 2020, and the additional funding of \$100,000 will bring the total to \$279,783 for the Tax department.
- 2) The additional funding of \$800,000 in the Self-Insurance Fund will be used toward medical claims.
- 3) \$951,627 were the available funds collected from the Article 46 sales tax in fiscal year 2020. The funds will be spent for Moore County Public School System's capital construction projects.
- 4) \$600,000 will be appropriated to be spent on building improvements for the County.
- 5) \$940,000 will be appropriated to purchase new vehicles for various departments.

**IMPLEMENTATION PLAN:**

None

**FINANCIAL IMPACT STATEMENT:**

Finance will appropriate from the General Funds' fund balance to cover for these purchases in fiscal year 2020-2021.

**RECOMMENDATION SUMMARY:**

- 1) Make a motion to classify the General Fund's fund balance as "Assigned Fund Balance" and "Committed Fund Balance" as of June 30, 2020 for the following amounts as stated below for a total amount of \$\$3,571,410.
  1. \$279,783 Committed Fund Balance in the General Fund as of June 30, 2020 for Tax Revaluation.
  2. \$800,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for Risk Management.
  3. \$951,627 Assigned Fund Balance in the General Fund as of June 30, 2020 for the Capital Reserve for Capital Construction Projects for Moore County Schools.
  4. \$600,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for the County General Capital Expense.
  5. \$940,000 Assigned Fund Balance in the General Fund as of June 30, 2020 for Vehicle Replacement Plan.
  
- 2) Make a motion to approve the Budget Amendment attached.

**SUPPORTING ATTACHMENTS:**

Budget amendment

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Finance - General Fund's Assigned & Committed Fund balances as of June 30, 2020

Revenue	10019000 32950	Appropriated Fund Balance	250,102	800,000	1,050,102
Expense	10036056 59802	Transf to Self Insurance FD	-	800,000	800,000
Revenue	81019056 32955	Transfer from General Fund	-	800,000	800,000
Expense	81046025 54503	Health Expenses	6,771,463	800,000	7,571,463
Revenue	10019000 32950	Appropriated Fund Balance	250,102	600,000	850,102
Expense	10047055 55801	Building Improvements	375,337	600,000	975,337
Revenue	10019000 32950	Appropriated Fund Balance	250,102	940,000	1,190,102
Expense	10047055 55401	Vehicle Purchase	190,699	940,000	1,130,699
Revenue	10019000 32950	Appropriated Fund Balance	250,102	951,627	1,201,729
Expense	10036056 59956	Transf to CR Cap Prj MCS	-	951,627	951,627
Revenue	25519056 32955	Transfer from General Fund	1,000,568	951,627	1,952,195
Expense	25552556 59914	Avail to be Trans	1,000,568	951,627	1,952,195

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

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

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

VI . A .  
**Agenda Item:**  
**Meeting Date: October 6, 2020**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** September 22, 2020

**SUBJECT:** Call to a Quasi-Judicial Hearing for a Conditional Use Permit Request:  
Major Conventional Subdivision Preliminary Plat Approval  
(Leatherwood)

**PRESENTER:** Debra Ensminger

**REQUEST:**

This is a request to call for Quasi-Judicial Hearing on October 20, 2020 at 5:30 pm for Conditional Use Permit for a Major Conventional Subdivision Preliminary Plat Approval (Leatherwood) to be located on 12.06 acres, located on Vass-Carthage Road.

**BACKGROUND:**

The property currently has a vacant single-family residential building on the property, however, will be removed. Adjacent Lane uses include single family residential dwellings and undeveloped property.

**IMPLEMENTATION PLAN:**

Call for a Quasi-Judicial Hearing on October 20, 2020 at 5:30 pm.

**FINANCIAL IMPACT STATEMENT:**

This request will not impact the County's FY 2020-2021 budget.

**RECOMMENDATION SUMMARY:**

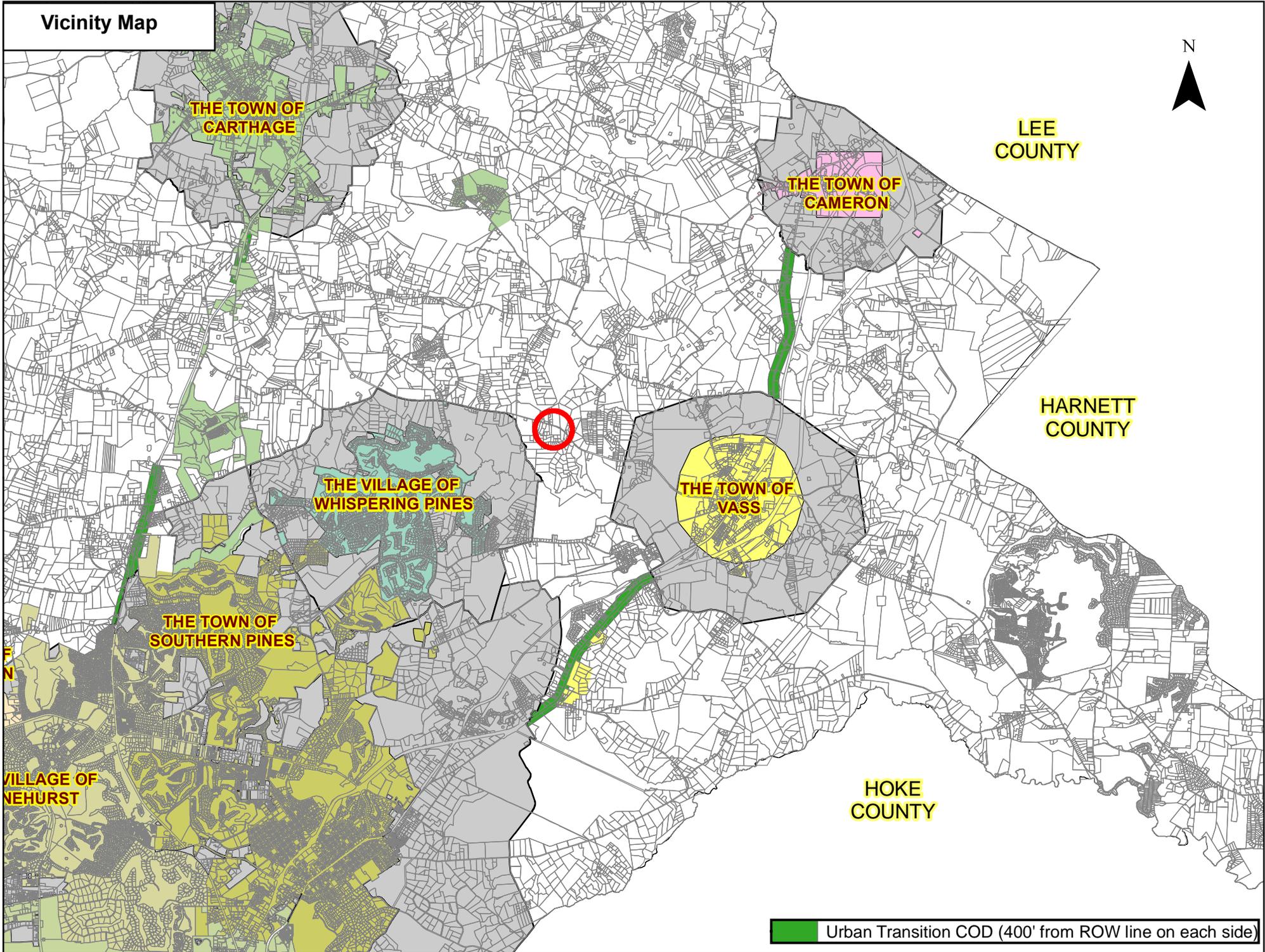
Make a motion to call for a Quasi-Judicial Hearing on October 20, 2020 at 5:30pm for a Conditional Use Permit Request: Major Conventional Subdivision Preliminary Plat Approval (Leatherwood) to be located on Vass-Carthage Road.

**SUPPORTING ATTACHMENTS:**

- Vicinity Map
- Zoning Map
- Land Use Map
- Preliminary Plat

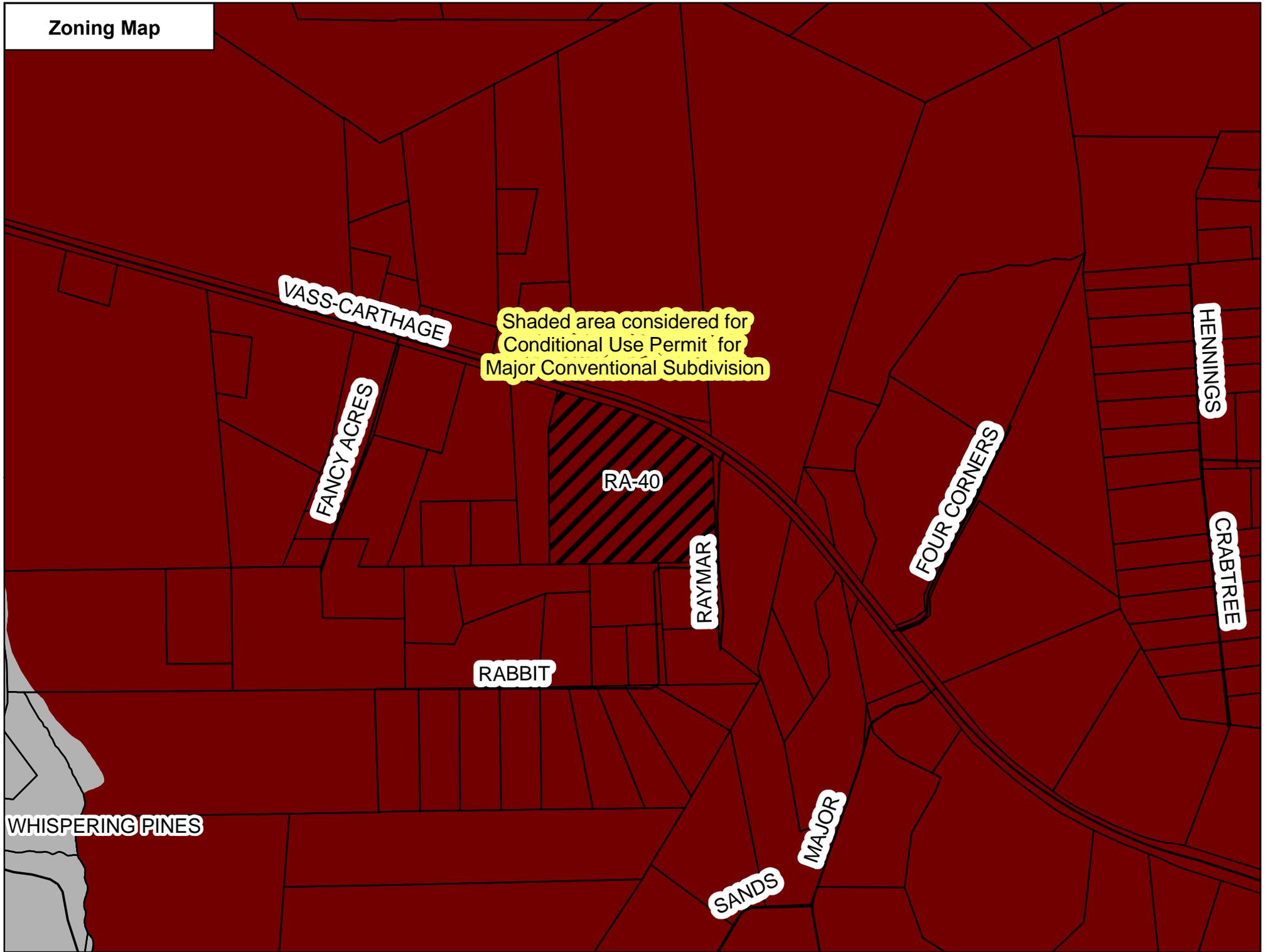
**Call To – Conditional Use Permit – Major Conventional Subdivision Preliminary Plat Approval (Leatherwood) – Staff Report**

Vicinity Map



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

Zoning Map



Shaded area considered for  
Conditional Use Permit for  
Major Conventional Subdivision

RA-40

VASS-CARTHAGE

FANCY ACRES

RAYMAR

RABBIT

SANDS

MAJOR

FOUR CORNERS

HENNING'S

CRABTREE

WHISPERING PINES

Land Use Map

VASS-CARTHAGE

Single Family Dwelling

Farm

FANCY ACRES

Single Family Dwelling

Undeveloped

Middle County

Undeveloped

Undeveloped

Manufactured Homes

RAYMAR

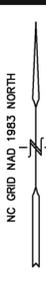
FOUR CORNERS

RABBIT

MAJOR

tax parcels





**NOTES:**

- THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT OF WAYS, AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THIS PLAT. THIS SURVEYOR DID NOT PERFORMED A TITLE SEARCH ON THESE PROPERTIES.
- ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN MOORE COUNTY REGISTRY.
- ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- ALL AREAS BY COORDINATE COMPUTATION.
- DASHED OR BROKEN LINES ARE COMPUTED FROM DEED DESCRIPTIONS AND NOT FROM AN ACTUAL FIELD SURVEY.
- PROPOSED SUBDIVISION WILL BE SERVED BY PUBLIC WATER SUPPLY.
- PROPOSED SUBDIVISION WILL BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.
- ALL REQUIRED STREET TREES SHALL BE INSTALLED BY THE HOME BUILDER PRIOR TO CERTIFICATE OF OCCUPANCY.

**Storm Water Control Statement**  
I hereby certify that the subdivision of property shown and described hereon has systems designed to protect to the ten (or) twenty-five year storm level and were designed and will be constructed to NCDOT standards.

Date \_\_\_\_\_ Licensed Professional \_\_\_\_\_  
License Number \_\_\_\_\_

**Voluntary Agricultural Proximity Statement**

These parcels are located near an area that is presently used for agricultural purposes. Normal agricultural operations may conflict with residential land use. NC Law (General Statutes Section 106-701) provides some protection for existing agricultural operations against nuisance laws.

**Public Water Supply Watershed Protection Certificate**

I certify that the plat shown hereon complies with the Moore County Watershed Ordinance and is approved by myself, as agent for the Watershed Review Board for recording in the Moore County Register of Deeds Office.

Subdivision Administrator \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Preliminary Major Subdivision Plat Approval**

I hereby certify that the subdivision review board of Moore County, North Carolina approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The preliminary plan of subdivision as shown on this plat. Preliminary approval is valid for a period of 24 months from the above date or as established under the vested rights procedures, if applicable.

Subdivision Administrator \_\_\_\_\_ Date \_\_\_\_\_

**BUILDING SETBACK REQUIREMENTS**

- A) FRONT YARD SETBACK: 40 FT
- B) SIDE YARD SETBACK: 15.5 FT
- C) REAR YARD SETBACK: 30 FT
- D) SIDE YARD (CORNER) 25 FT

**ZONING AREA**

ZONING: RA-40

**SOIL DATA:**

TAKE FROM NATIONAL COOPERATIVE SOIL SURVEY  
SOIL CLASSIFICATION:  
AeB ALLEY LOAMY SAND, 2 TO 8 PERCENT SLOPES  
VgB VAUCLUSE LOAMY SAND, 2 TO 85 PERCENT SLOPES  
VgD VAUCLUSE LOAMY SAND, 8 TO 15 PERCENT SLOPES

**STREAM DATA:**

LITTLE RIVER, (LOWER LITTLE RIVER) 18-23-(8)  
STREAM CLASS: WS-III, HOW  
RIVER BASIN: CAPE FEAR  
SITE IS NOT IN A FEMA FLOOD PLAIN PER FIRM PANEL  
MAP NO. 3710950500J - DATE: 10/17/06

**OWNER:**

MARILYN GARNER  
12536 OVERLOOK MT. DRIVE  
CHARLOTTE, NC 28216

**APPLICANT:**

DAVID UPCHURCH/LEE HUMPHREY  
150 S. PAGE STREET  
SOUTHERN PINES, NC 28387

**CIVIL ENGINEER**

DOUBLE D ENGINEERING, PLLC  
DAVID T. UPCHURCH, PE  
150 S. PAGE STREET  
SOUTHERN PINES, NC 28387

PER THE NC FIRE CODE SETBACKS SHALL BE MEASURED FROM THE FURTHEST POINT OF THE BUILDING

**OPEN SPACE**

TOTAL OPEN SPACE REQUIRED:  
135,803.28 SF (3.1171 ACRES)  
TOTAL OPEN SPACE PROVIDED:  
137,071.85 SF (3.145 ACRES)  
TOTAL % 25.220%

**WATERSHED INFO**

LITTLE RIVER (VASS) WS-III, BW  
24% MAX. BUILT UPON AREA.

**TOPOGRAPHY SURVEY BY:**

MOORE COUNTY GIS DEPARTMENT

**BOUNDARY SURVEY BY:**

JEFFERY L. GREEN, PLS  
5322 BIG OAK CHURCH ROAD  
EAGLE SPRINGS, NC 27242  
(910) 673-2055

**PROPERTY INFO**

PARCEL ID: 00991748  
DEED 1509, PAGE 45  
TRACT 12.47 AC, 543,213.14 SF  
OPEN SPACE REQUIRED = 27,160.65 SF  
OPEN SPACE PROVIDED = 33,345.60 SF  
MINIMUM LOT WIDTH = 141.18 LF  
(ALL LOTS 138.39' MIN. AT SETBACK LINE)  
SMALLEST LOT = 87,293.17 SF  
TOTAL LOTS = 5 LOTS

**NOTE:**

WATER METERS TO BE INSTALLED BY MOORE COUNTY PUBLIC UTILITIES ON AN AS NEEDED BASIS, AS REQUESTED BY THE BUILDERS.

ALL STREET TREES SHALL BE INSTALLED BY THE BUILDER ON A PER LOT BASIS AS A REQUIREMENT OF THE CERTIFICATE OF OCCUPANCY. STREET TREES BE INSTALLED AS PER MOORE COUNTY UDO SECTION 18.7 (J).

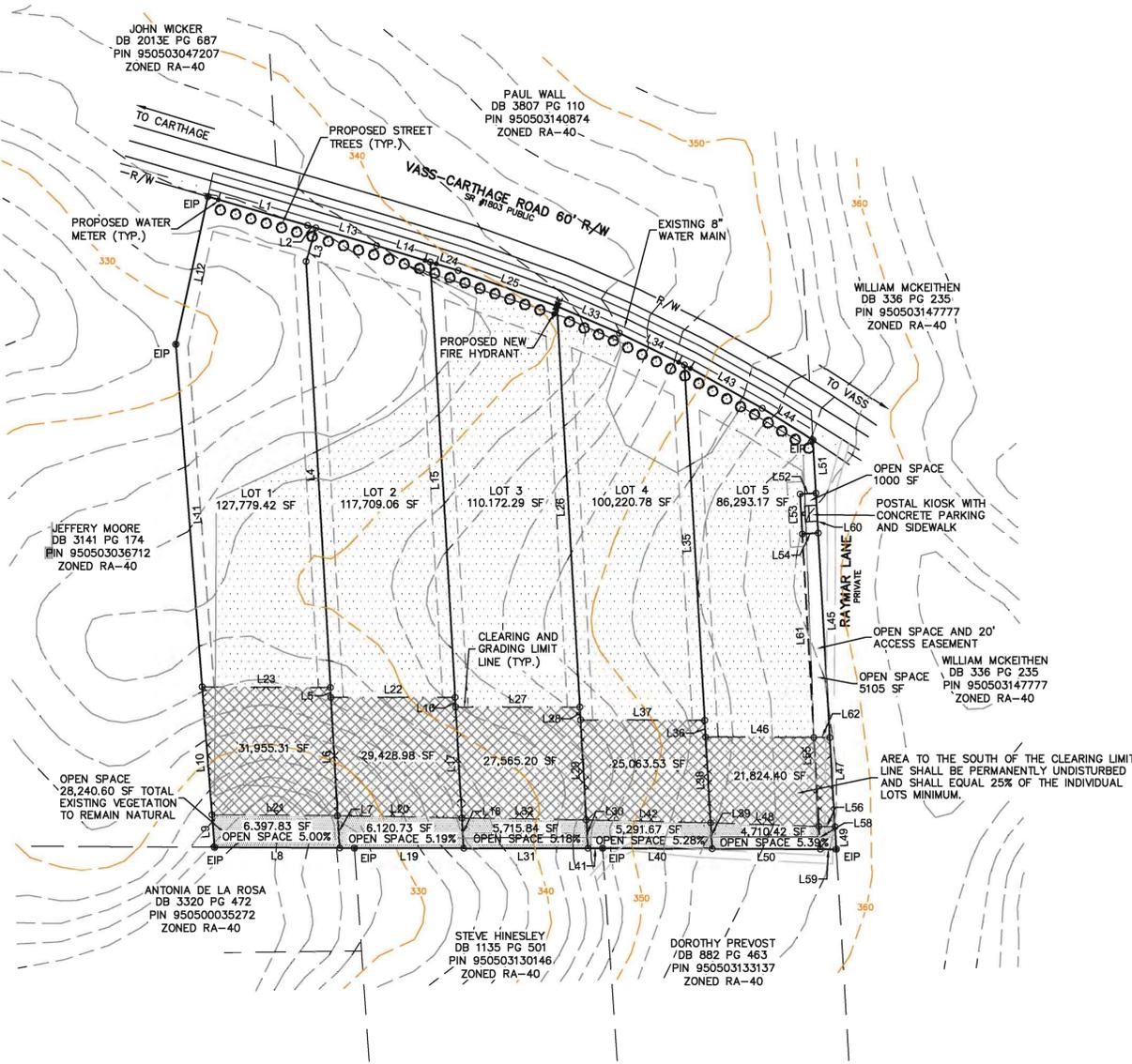
PRIMARY FIRE AND RESCUE - CYPRESS POINT.  
SECONDARY FIRE AND RESCUE - WHISPERING PINES

THE MAXIMUM SQUARE FOOTAGE HOME FOR EACH LOT SHALL BE 4,880 SF AS PER THE MOORE COUNTY FIRE MARSHAL.

A MAXIMUM OF 3 DRIVEWAY CONNECTIONS SHALL ALLOWED TO VASS-CARTHAGE ROAD, TWO SHARED DRIVEWAYS AND ONE SINGLE DRIVEWAY. THE NCDOT DRIVEWAY PERMITS SHALL BE THE RESPONSIBILITY OF THE HOME BUILDER.

**LEGEND**

- EIR EXISTING IRON ROD
- EIP EXISTING IRON PIPE OR PIN
- EIS EXISTING IRON STAKE
- ECM EXISTING CONCRETE MONUMENT
- COMPUTED POINT
- ROAD CENTERLINE
- BOUNDARY LINE
- ROAD RIGHT-OF-WAY



Line #	Length	Direction
L1	117.475	N73° 55' 49.65"W
L2	10.844	N73° 42' 10.24"W
L3	43.683	S16° 17' 49.76"W
L4	533.755	N03° 17' 20.72"W
L5	12.224	N03° 17' 20.72"W
L6	148.246	N03° 17' 20.72"W
L7	40.681	N03° 17' 20.72"W
L8	157.177	S89° 40' 32.90"E
L9	40.740	S04° 25' 33.35"E
L10	132.664	S04° 25' 33.35"E
L11	429.558	S04° 25' 33.35"E
L12	189.126	S12° 18' 41.00"W
L13	79.563	N73° 42' 10.24"W
L14	70.439	N73° 08' 27.33"W
L15	545.259	N03° 17' 20.72"W
L16	12.020	N03° 17' 20.72"W
L17	139.155	N03° 17' 20.72"W
L18	37.844	N03° 17' 20.72"W
L19	137.390	S89° 57' 36.44"E
L20	156.192	S88° 53' 14.07"E

Line #	Length	Direction
L62	20.038	S89° 46' 25.79"E

Line #	Length	Direction
L21	157.987	S89° 40' 32.90"E
L22	155.995	S89° 57' 36.44"E
L23	161.182	S89° 40' 32.90"E
L24	36.713	N73° 08' 27.33"W
L25	131.836	N70° 11' 37.15"W
L26	501.978	N03° 17' 20.72"W
L27	156.000	S89° 57' 36.44"E
L28	16.006	N03° 17' 20.72"W
L29	125.433	N03° 17' 20.72"W
L30	35.560	N03° 17' 20.72"W
L31	156.000	S89° 57' 36.44"E
L32	156.149	S89° 07' 24.57"E
L33	85.381	N66° 48' 02.65"W
L34	90.924	N63° 59' 22.85"W
L35	444.972	N03° 17' 20.72"W
L36	20.769	N03° 17' 20.72"W
L37	156.004	S89° 46' 25.79"E
L38	107.703	N03° 17' 20.72"W
L39	32.461	N03° 17' 20.72"W
L40	137.613	S89° 46' 25.79"E

Line #	Length	Direction
L41	18.387	S89° 57' 36.44"E
L42	156.219	S88° 39' 40.49"E
L43	111.776	N61° 02' 51.11"W
L44	61.365	N58° 12' 08.35"W
L45	220.999	N03° 17' 20.72"W
L46	135.962	S89° 46' 25.79"E
L47	112.121	N03° 17' 20.72"W
L48	136.253	S88° 09' 26.50"E
L49	28.043	N03° 17' 20.72"W
L50	135.962	S89° 46' 25.79"E
L51	66.395	N03° 17' 20.72"W
L52	20.000	S86° 42' 39.28"W
L53	50.000	N03° 17' 20.72"W
L54	20.000	S86° 42' 39.28"W
L55	111.553	N03° 17' 20.72"W
L56	20.080	S88° 09' 26.50"E
L57	28.610	N03° 17' 20.72"W
L58	20.038	S89° 46' 25.79"E
L59	50.000	N03° 17' 20.72"W
L60	50.000	N03° 17' 20.72"W
L61	254.607	N03° 17' 20.72"W

**NOTES:**

- PROPERTY CONSIST OF ALL OF THE UPCHURCH/HUMPHREY TRACT.
- ALL AREAS BY COORDINATE METHOD
- PROPERTY ZONED PORTION RA-40
- ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.
- MAXIMUM DENSITY ALLOWED IS 1 UNIT / 40,000 SF  
543,213.14 SF DIVIDE 40,000 SF = 13.58 LOTS ALLOWED  
5 LOTS REQUESTED

**Certificate of Ownership and Dedication**

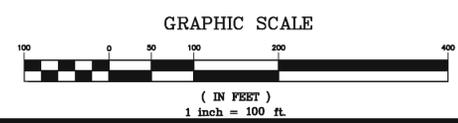
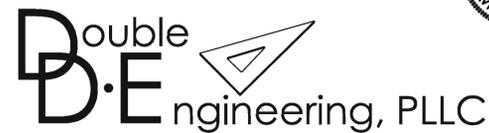
I hereby certify that I am the owner of the property shown and described hereon, which is located within the subdivision jurisdiction of Moore County, North Carolina, that I hereby freely adopt this plan of subdivision and dedicate all streets, alleys, parks, open space, and other sites and easements to public or private use as noted, and that I will maintain all such areas until the offer of dedication is accepted by the appropriate public authority.

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
(Notarized) \_\_\_\_\_ Date \_\_\_\_\_

**PRELIMINARY FOR REVIEW ONLY NOT FOR RECORDATION**

**PRELIMINARY PLAT LEATHERWOOD CONVENTIONAL MAJOR SUBDIVISION**

MCNEILL TOWNSHIP  
MOORE COUNTY NORTH CAROLINA  
AUGUST 2020 SCALE 1"=100'



**MEMORANDUM TO:** MOORE COUNTY BOARD OF COMMISSIONERS  
**FROM:** Rachel Patterson, GIS  
**DATE:** October 6, 2020  
**SUBJECT:** Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance  
**PRESENTER:** Rachel Patterson

**REQUEST:**

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, October 20, 2020, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road.

**BACKGROUND:**

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The road listed here are for initial naming and are privately maintained; NORTHERN DUNES DR (P4245).

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

Not Applicable.

**RECOMMENDATION SUMMARY:**

Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for October 20, 2020, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road to the ordinance.

**SUPPORTING ATTACHMENTS**

Road Name and Addressing Ordinance  
Color Maps  
Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989  
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

**ADD:**

**NORTHERN DUNES DR (P4245)** .....*Located off US 1 Hwy approximately 500 feet north of the private road Southern Dunes Dr.*

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

Adopted this 20th day of October 2020.

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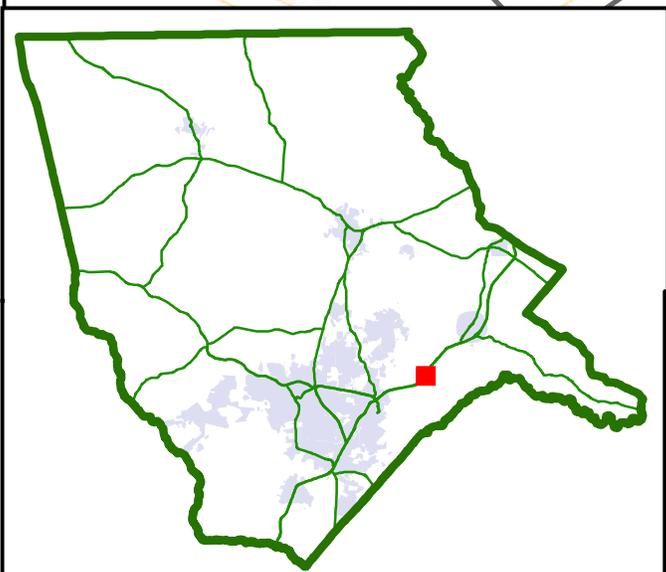
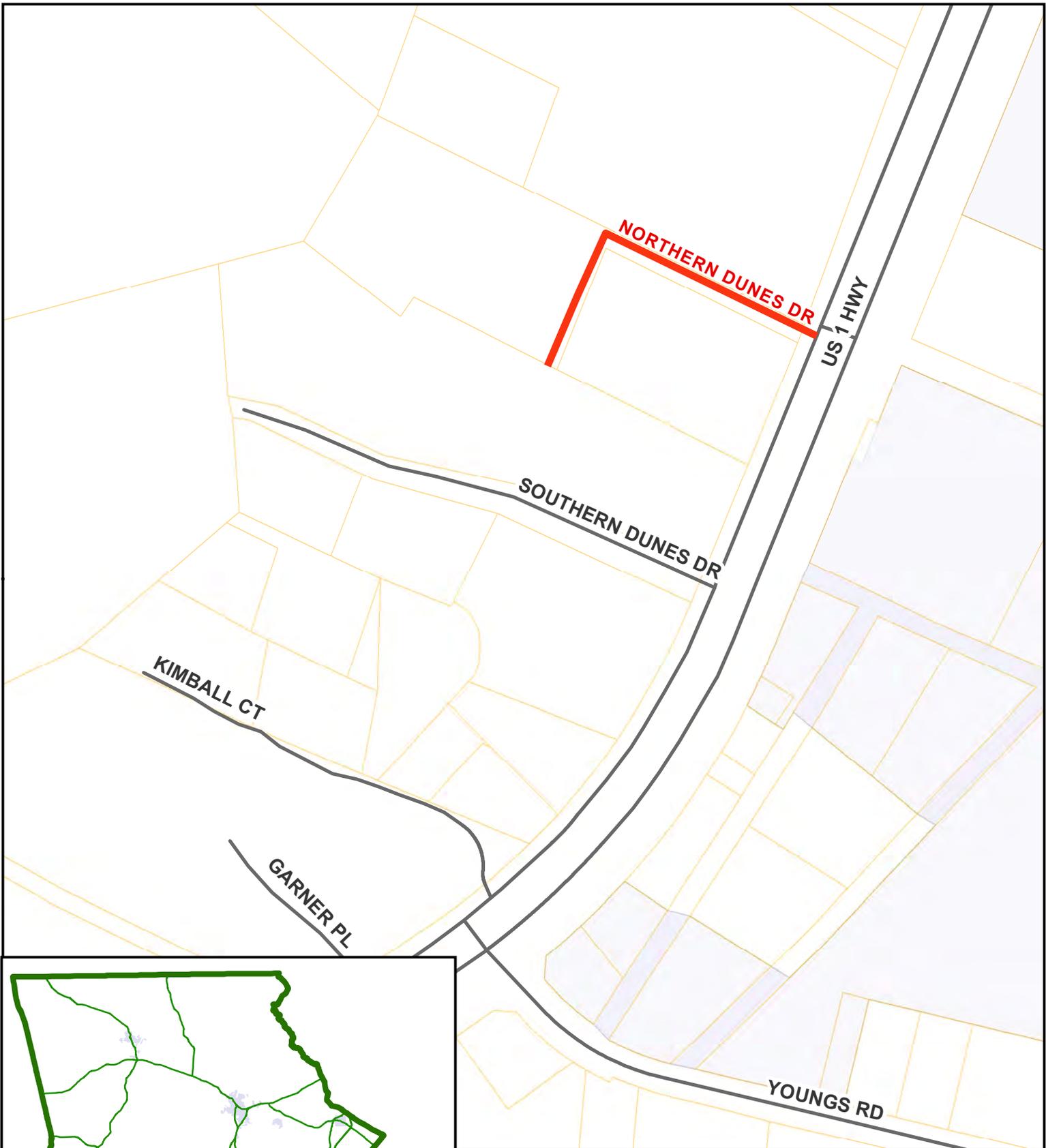
Francis R Quis, Jr., Chairman  
Moore County Board of Commissioners

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Laura Williams, Clerk to the Board  
Moore County Board of Commissioners

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MOORE COUNTY ORDINANCE UPDATE  
– October 2020 –

<b>NEW/CHANGED/REMOVED ROAD NAME .....</b>	<b>MAP NUMBER</b>
NORTHERN DUNES DR .....	1



# Moore County Ordinance Update - Map 1

400 Feet

Map Prepared By Moore County GIS Department  
Date: 9/15/2020



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

Moore County GIS Disclaimer  
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).  
Source: \\gisdb\gis\Projects\DEPARTMENTS\ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_10\_Oct\_20\Maps\UpdateRoads\_LetterSize.mxd

## LEGAL NOTICE



Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, October 20, 2020, in the Commissioners' Meeting Room located on the 2<sup>nd</sup> floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add one road to the Ordinance, which is Northern Dunes Dr.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours.

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

Laura Williams,  
Clerk to the Board

Agenda Item: \_\_\_\_\_  
Meeting Date: October 6, 2020

## MEMORANDUM TO THE BOARD OF COMMISSIONERS

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

**DATE:** July 15, 2020

**SUBJECT:** Call to a Public Hearing for General Use Rezoning Request RA-CUD (Farm Use) (Rural Agricultural – Conditional Use District) to Residential and Agricultural – 40 District (RA-40)

**PRESENTER:** Debra Ensminger

### REQUEST

Request the Moore County Board of Commissioners to call for a Public Hearing on October 20, 2020 to consider a General Use Rezoning Request of 42.94 acres (Tracts 1, 3, & 4) located on NC Hwy 22 and Blues Siding Road from Rural Agricultural -CUD (Farm Use) to Rural and Agricultural – 40 (RA-40). The properties are further described as Par ID's #00036767 & # 95000186 owned by Michael & Judy Rowland (Tract 1) per Deed Book 1118, Page 415 & Deed Book 1072, Page 111, Matthew & Jamie Encinosa (tract 3) per deed Book 5337, Page 91 and Alex & Lara Hardy (Tract 4) per Deed Book 5301, Page 400.

### BACKGROUND

In 2002 the property owners Michael & Judy Rowland requested the property to be rezoned RA-CUD "Farm Use" to allow their family members to build several homes and to farm.

In January 2020, the property was subdivided. Tracts 3 & 4 were sold to non-family members. The owners of the properties including the Rowland's are requesting the properties return to their original zoning classification Residential and Agricultural – 40 (RA-40).

### IMPLEMENTATION PLAN

Call for a Public Hearing on October 20, 2020 at 5:30pm.

### FINANCIAL IMPACT STATEMENT

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

### PLANNING BOARD RECOMMENDATION

The Planning Board met on August 6, 2020 and unanimously recommended approval.

*Call To – General Use Rezoning Request "Jamie Encinosa" Staff Report*

### **RECOMMENDATION SUMMARY**

Make a motion to call for a Public Hearing on October 20, 2020 at 5:30pm to consider a General Use Rezoning Request of 42.94 acres (Tracts 1, 3, & 4) located on NC Hwy 22 and Blues Siding Road from Rural Agricultural - CUD (Farm Use) to Rural and Agricultural – 40 (RA-40). The properties are further described as Par ID's #00036767 & # 95000186 owned by Michael & Judy Rowland (Tract 1) per Deed Book 1118, Page 415 & Deed Book 1072, Page 111, Matthew & Jamie Encinosa (tract 3) pe deed Book 5337, Page 91 and Alex & Lara Hardy (Tract 4) per Deed Book 5301, Page 400.

### **SUPPORTING ATTACHMENTS**

- Land Use Map
- Rezoning Map

Land Use Map



Single Family Dwelling

Single Family Dwellings

Undeveloped

Single Family Dwelling

Single Family Dwelling

Steel Building

Undeveloped

Single Family Dwelling

Single Family Dwelling

Undeveloped

Zoning Map

RA

GLENDALE

RA-40

Shaded areas requested  
to be rezoned to RA-40

Town of Carthage

RA-40

BLUES SIDING

RA-40

NC 22

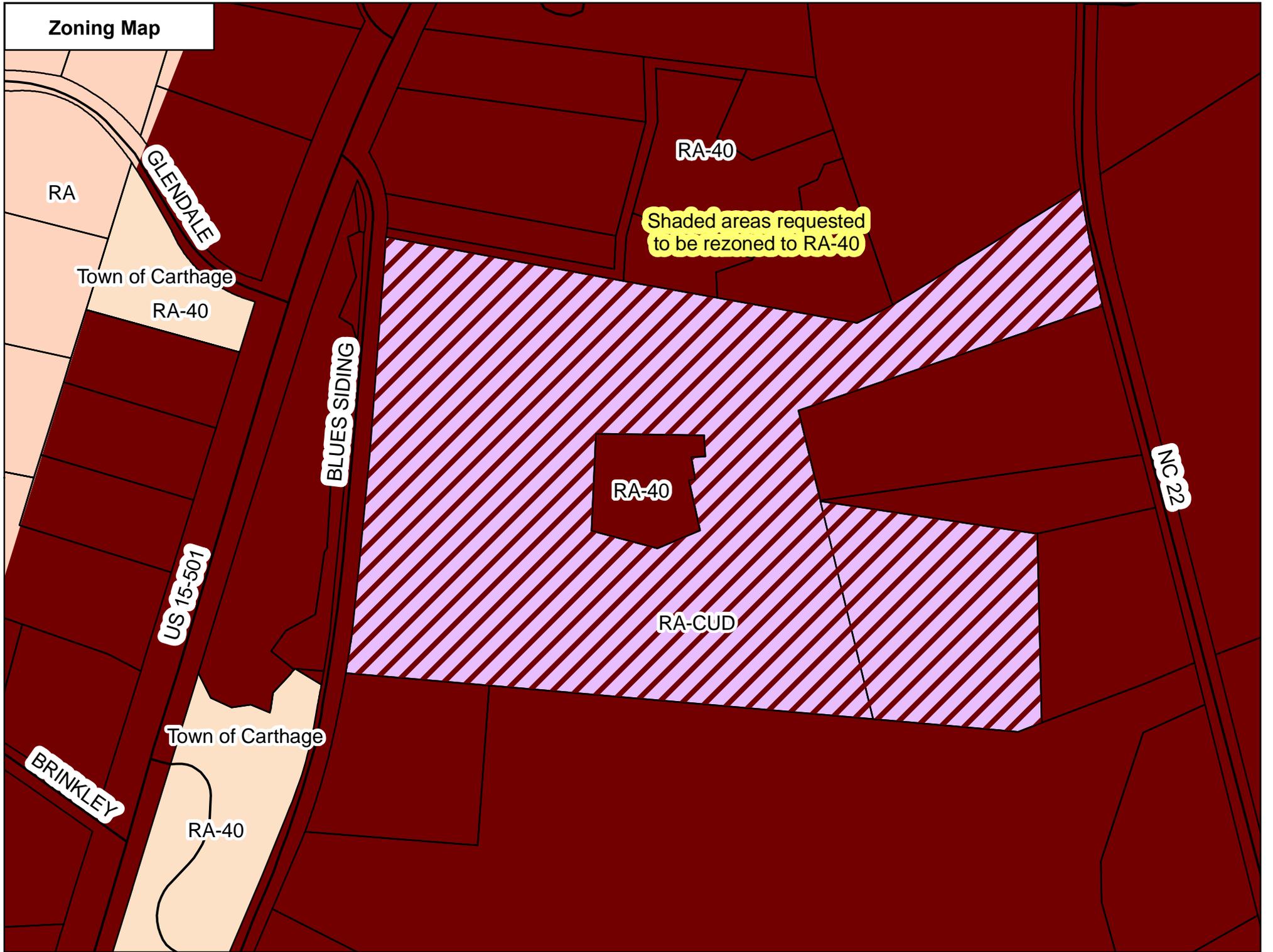
US 15-501

RA-CUD

Town of Carthage

RA-40

BRINKLEY



**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** July 13, 2020

**SUBJECT:** Call to a Public Hearing for Unified Development Ordinance Text Amendments – Highway Corridor Overlay District

**PRESENTER:** Debra Ensminger

**REQUEST**

Request the Moore County Board of Commissioners to call for a Public hearing on Tuesday, October 20, 2020 at 5:30 pm to consider the following amendments to the Moore County Unified Development Ordinance regarding Highway Corridor Overlay District development standards.

**Unified Development Ordinance Text Amendments – Highway Corridor Overlay District**

**Bold Text** – additions to the ordinance  
~~Strikethrough Text~~ - deletions from the ordinance

1. AMEND Chapter 3 (Intent of Zoning Districts), Section 3.16 (Highway Corridor Overlay District), as follows:

**3.16 Highway Corridor Overlay District**

In order to promote the general health, safety, and welfare of the community, to protect the rural character and natural environment of the area, and to provide attractive highway corridors and gateways to our communities, the Highway Corridor Overlay District is created. ~~The Highway Corridor Overlay District (HCOD) is intended to maintain or enhances the natural scenic beauty of designated corridors viewed by travelers.~~ **The Highway Corridor Overlay District is established as a district which overlays the zoning in every district along either side of US 1 Highway (from Southern Pines ETJ north to Cameron’s ETJ and south from Pinebluff’s ETJ to the Richmond County line), US 15/501 Highway between Pinehurst and Carthage, from Aberdeen to the Hoke County line, and from Carthage to the Lee County line, NC 22 Highway from US 15-501 intersection at Carthage to Southern Pines, NC 24-27, NC 690, and NC 211 Highway from Pinehurst to Montgomery County line (including the Seven Lakes Village Business District). The HCOD does not include any municipal zoning jurisdictions. Two ~~Three~~ HCOD districts have been established. Wherever standards of the underlying zoning district differ from the watershed overlay standards, the more restrictive provisions shall apply.**

***Call To- Highway Corridor Overlay District – Staff Report***

- A. Rural Highway. The Rural HCOD overlays the zoning along portions of the following roadways as depicted on the official zoning map, not including any municipal zoning jurisdiction: US 1 Highway, **NC 690, and NC 24-27**. ~~US Highway 15/501, NC 22 Highway, and NC Highway 211. Commercial, Industrial and Office Professional elements along these corridors shall be intermittent and clustering of these elements is encouraged at appropriate centralized locations.~~ **This district's goal is to provide compatible transitions between differing land uses, enhance the natural environment, and retain the existing rural character of Moore County.**
- B. Urban Transition. The Urban HCOD overlays the zoning along portions of the following roadways as depicted on the official zoning map, not including any municipal zoning jurisdiction: US 1 Highway, US Highway 15/501, **NC 22 Highway**, and NC 211 Highway. ~~There shall be a balance of residential, recreational, commercial, industrial and office professional uses. These highway sections are best suited for providing a balance of naturalized and manmade conditions.~~ **This district's goal is to improve property, support the natural conditions, and keep in visual character and appearance of the nearby Towns. The Sandhills and Longleaf Pine are unique within North Carolina and these elements are of economic value to the Towns and make it a desirable place for both residents and visitors.**
- C. ~~Urban/Village. The Urban/Village HCOD overlays the zoning along a portion of the following roadway as depicted on the official zoning map: N.C. 211 Highway. This district allows for denser land use patterns for commercial and residential development; however, the visual aspects of the development along these corridors shall be defined by an emphasis on landscape elements.~~

2. AMEND Chapter 7 (General Development Standards), Section 7.8 (Highway Corridor Overlay District), as follows:

### 7.8 Highway Corridor Overlay District

- A. Applicability: New Development. All new building construction and major subdivisions within the Highway Corridor Overlay District (**400 feet from the ROW lines**) shall comply with the regulations of this section. If there are more restrictive standards elsewhere in the UDO those standards shall be followed.
- B. Existing Development. ~~Expansions of 500 square feet or more and any change of use as defined by the NC Building Code shall comply with the regulations of this chapter. In these cases, the Administrator shall determine the level of compliance technically feasible, excluding the removal of asphalt.~~ **If the total renovations, maintenance, and/or repairs to an existing building within a 5 year period enlarge the footprint 50% or more or collectively cost more than 50% of the tax value as recorded in the county tax record at the date of application, the entire lot shall comply with the requirements of this Section. Such developments shall be required to meet the minimum requirements set forth to the fullest extent technically feasible, excluding the removal of asphalt.**

C. Exemptions. Single family (not including manufactured homes), duplexes (not including multi-family) and their accessory buildings and uses, ~~any building expansions less than 500 square feet, and utility structures.~~ Developed lots in the Village Business Zoning District are exempt from building and parking setbacks and landscaping standards.

D. Extension. Refer to Section 7.11(F).

E. Maintenance and Changes. ~~Maintenance and changes to exterior existing building elements and facades for development less than 50% of tax value will apply only to the specific change.~~ Maintenance, changes to exterior existing buildings elements and facades of 50% or more of the building shall comply with the standards adopted in this Chapter. The passage of time shall not remove this requirement for review and approval if changes in design, including color, are proposed for any building, built prior to or after the adoption of this Chapter, within the County which is subject to these provisions.

F. Minimum Lot, Buildings, and Screening Standards.

	Urban Village	Urban Transition	Rural Highway
District Boundaries from ROW lines	300 feet	400 feet	500 feet
Front Building Setback from highway	50 feet	75 feet	75 feet
Front Parking Setback from highway	30 feet	50 feet	50 feet
Building Setback from Residential Districts	25 feet	50 feet	50 feet
Building Setback from Non-Residential Districts	5 feet	25 feet	25 feet
Maximum Built Upon Surface	70%	70%	70%
Maximum Building Height	35 feet	35 feet	35 feet
Required Buffer Plantings from ROW line	Type 3 Screening (Section 7.11)		

G. Screening Standards. The Screening standards of this Section shall apply to any expansion of a parking lot by 10 or more parking spaces. If there is a change of use in a principal building the lot shall comply with screening standards. Sites that have ceased operation for more than 180 days shall comply with the current screening standards.

H. Prohibited Uses.

1. Urban Transition. Accessory Manufactured Home, Manufactured Home, Personal Workshop / Storage Building, Manufactured or Modular Home Sales, all uses listed under "Adult Uses" including Adult Gaming Establishments, Bars/Tavern, Brewery/Winery, Dance Club, Night Club, Billiard, Distillery, Massage & Bodywork Therapy Practice (Unlicensed), Pawn Shop, Sexually Oriented Business, Tattoo Parlor, and Body Piercing, and "Waste Related Services" including Debris Management Facility, Hazardous Waste/Toxic

Chemicals Disposal or Processing, Landfill, Mining/Quarry Operation, and Salvage Yard, Cemetery or Mausoleum/Commercial, Family Cemetery, High Impact Outdoor Recreation, Indoor Shooting Range, Outdoor Shooting Range, Zoo/Petting Zoo, Contractors Storage Yard and Office, Wireless Communication Facility, Mini-Warehouse (Self-Service), Warehousing and/or Distribution Center, and Debris Management Facility.

2. Rural Highway. Accessory Manufactured Home, Manufactured Home, Sexually Oriented Business, ~~Indoor Shooting Range~~, Outdoor Shooting Range, and all uses listed under “Waste Related Services” including Debris Management Facility, Hazardous Waste/Toxic Chemicals Disposal or Processing, Landfill, Mining/Quarry Operation, and Salvage Yard.

I. Conditional Zoning Uses.

1. Urban Transition. Group Care Facility, All uses listed under “Vehicle Services” including Boat & RV Storage, Car Wash or Auto Detailing, Commercial Truck Wash, Parking Lot as Principal Use of Lot, Taxi Service, Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV – Sales Rental or Service, Vehicle Service Station (Gas Station), and Vehicle Wrecker Service, and Commercial buildings in excess of 10,000 square feet.
2. Rural Highway. Group Care Facility, All uses listed under “Vehicle Services” including Boat & RV Storage, Car Wash or Auto Detailing, Commercial Truck Wash, Parking Lot as Principal Use of Lot, Taxi Service, Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV – Sales Rental or Service, Vehicle Service Station (Gas Station), and Vehicle Wrecker Service, and “Adult Uses” including Adult Gaming Establishments, Bars/Tavern, Brewery/Winery, Dance Club, Night Club, Billiard, Distillery, Massage & Bodywork Therapy Practice (Unlicensed), Pawn Shop, Tattoo Parlor, and Body Piercing, Low Impact and High Impact Outdoor Recreation, Mini-warehouse (Self-Service), Manufactured or modular home sales, Indoor Shooting Range, and Commercial buildings in excess of 50,000 square feet.

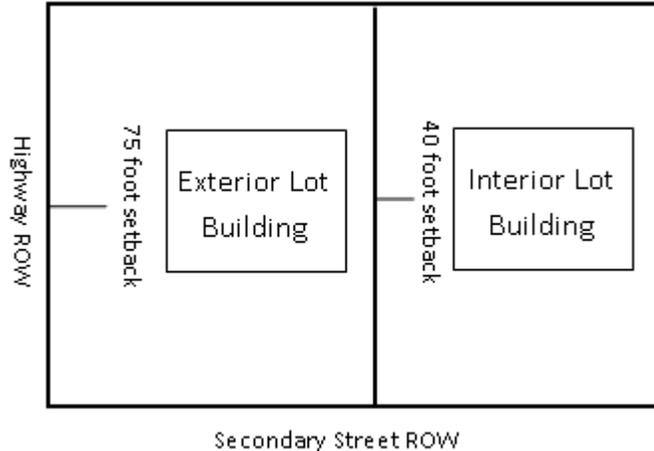
- J. Storm Water Management. A Stormwater Management Plan shall be required as part of the application submittal. The Stormwater Management Plan and all stormwater control measures shall be designed by a state registered professional, shall meet the most current edition of the North Carolina Department of Environmental Quality’s (NCDEQ) Stormwater Design Manual, and shall be supported by the appropriate calculations, plan sheets, grading plans, planting plans and details and specifications. The post development peak flow discharged rates shall not exceed the pre-development peak discharge rates for all storms up to and including the 25 year, 24 hour event. Prior to a Certificate of Occupancy, the applicant shall confirm the completed project is in accordance with the approved stormwater management plan,

certified by a state registered professional, and shall submit “as-built” plans for all stormwater management measures after final construction is complete.

**K. Building Standards**

**1. Setbacks**

- a. The front building setback from the highway ROW is 75 feet. The building setback for internal lots with access to an internal street ROW shall be 40 feet.
- b. The building setback from residential districts is 50 feet.
- c. The building setback from non-residential districts is 25 feet.



**2. Building Design - Design standards required in the Urban Transition COD only.**

- a. **Entrances.** Principal building entrances shall be oriented to public streets or towards the corners of streets.
- b. **Utilities.** Utility services shall be located underground. Wooden poles are prohibited.
- c. **Wall Materials.** Exterior walls shall be at least 60% glass, brick, stone, cementitious siding, and wood clapboard siding on all sides of the building. Pitched roofs shall be clad in wood shingles, standing seam metal, slate, or asphalt shingles. ~~Manufactured, mobile, portable storage units, and metal units are prohibited, except for temporary construction, sales trailers, or storage uses during construction.~~ Brick veneers, Corrugated metal, plywood, particleboard, untreated wood, and similar material are prohibited.
- d. **Maintenance.** All exterior surfaces, which have or have not been painted, shall be maintained free of peeling or flaking paint or stucco. Rotten or weakened portions shall be removed and/or replaced to match as closely as possible the original patterns.
- e. **Façade Colors.** Façade colors shall be of low reflectance earth tone, muted, or subtle or neutral colors. Building trim may feature brighter colors, but neon tubing is not allowed as an accent material. The use of high-intensity, bright, metallic, fluorescent or neon colors are prohibited.
- f. **Windows.** Except for civic and industrial buildings, a window or functional general access doorway shall be located along the length of the façade at least every 20 feet of the first floor on ROW fronting façades. Windows shall be visually permeable.

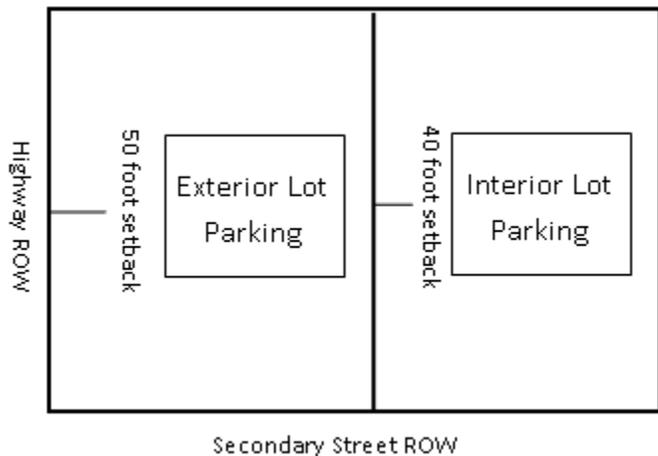
- g. Accessory Buildings and Shopping Centers. All accessory buildings and structures shall be of similar design, materials, and color as the principle structure. All accessory structures are not permitted in the front yard.

3. Height

- a. The maximum building or structure height shall not exceed 35 feet.
  - b. All mechanical, electrical, communications, and service equipment, including satellite dishes shall be set back from the edge of the roof a minimum distance of 1 foot for every foot the feature extends above the roof surface. Screen or parapet walls shall be constructed to the height of any fixture taller than 3 feet in height that would be visible from a street or residential abutting property.
  - c. Flagpoles and similar devices shall be limited to 35 feet in height.
- L. Fences. Fences may be used for side and rear yards only. In addition to Type 1 standards the following shall apply: Chain link fences shall be vinyl coated of a neutral color such as green, brown, or black. Vinyl and Wood Board / Shadow Box / Solid, is permitted provided that the board width (vertical members) is not less than 4 inches nominal and not more than 10 inches nominal. Wood fences greater than 4 feet in height are required to have a minimum of 3 horizontal rails (does not apply to vinyl fences).

M. Parking

- 1. Setback. Front parking setback from highway ROW line is 50 feet. The parking setback for internal lots with access to an internal street ROW shall be 40 feet.



- 2. Location. A development with 75 or fewer parking spaces shall have a maximum of 2 rows of parking spaces between any street and the front elevation of a building. All other parking must be located on the side or rear of the building. Developments with more than 75 parking spaces must have parking on at least 3 sides of the building with not more than 30% of the parking spaces located in the front of the building.
- 3. Paving. Paving is required in the Urban Transition COD only. Suitable paving materials for required parking and driveway areas include, but are not limited to: asphalt, porous asphalt, porous paving blocks, and concrete. The use of grass is permitted for satellite parking areas.
- 4. Striping. Striping is required in the Urban Transition COD only. The individual parking spaces in a lot shall be delineated in all parking lots except those utilizing road bond, gravel, or grass surfacing.
- 5. Curbing. Curbing is required in the Urban Transition COD only. Each parking space shall be provided with curbing or a tire stop.

6. **Maintenance.** Parking areas shall be maintained to provide for vehicle access and shall be kept free of litter, debris, outdoor display and sales and material storage, including portable containers.
7. **Service Areas.** Parking for service vehicles and loading areas shall be designated, located, and screened with Type 1 or Type 2 Screening to minimize the view from adjacent properties and rights-of-way, at the rear of the buildings.
8. **Compact Spaces.** Up to 20% of the total number of spaces required may be provided by compact or alternative transportation spaces, no less than 8 feet in width. Parking may also accommodate electric vehicle charging stations.
9. **Storage.** The parking area may be used only for parking and not for any type of loading, sales, dead storage, or repair work.
10. **Stacking.** Where drive-thru or drive-up facilities are provided, space shall be provided to accommodate not less than three cars per stacking lane.

**N. Access**

1. Access standards are required in the Urban Transition COD only. Within a development, safe and easy-to-use circulation is an important design principle. All adjoining parcels serving (or potentially serving) non-residential or multifamily uses shall be interconnected as follows:

- a. **Interconnectivity.** All parking lots shall dedicate access easements and provide interconnectivity to adjoining properties. The connection is at least 20 feet wide. If applicable, the connection aligns with a connection that has been previously constructed on an adjacent property.



- b. **Street Frontage.** Any lot that is to be created or any existing lot on which a structure is to be erected or a use to be established shall be accessible to a public or private street right-of-way. Access through easements is not permitted.
- c. **Driveways.** The maximum driveway width is 36 feet. The maximum number of driveways per lot is 2. Where two (2) or more driveways are located on the same lot, the minimum distance between such drives shall be thirty (30) feet. The minimum distance from an intersection or adjoining driveway is 100 feet, except in the case where no other lot access to a street is available. Common driveways on adjoining lots are recommended.

O. Screening along Highway. The required buffer planting from the ROW lines shall be a 50-foot-wide buffer ~~10 long leaf pines,~~ 8 18 trees (at least half evergreen), and 25 shrubs per 100 linear feet of buffer area. New or supplemental trees shall be planted with the intent to grow to 10 feet within 5 years. New or supplemental shrubs shall be planted with the intent to grow to 5 feet within 5 years. Vegetation shall be distributed along the entire length and width of the planted buffer. A mixture of plant types is recommended to mitigate the spread of disease.

P. Vehicular Use Screening

a. Perimeter Parking Screening. Perimeter parking screening is required in the Urban Transition COD only. New or supplemental trees shall be planted with the intent to grow to 10 feet within 5 years. Shrubs shall with the intent to grow to 3 feet within 3 years. All off-street parking, loading areas, and service areas shall be screened from view by use of one or more of the following:

- a. A building,
- b. Stone or brick wall (side and rear yards only),
- c. 1 tree, excluding longleaf pine, per 30 feet and 1 shrub per 3 feet (rounding up),
- d. Perimeter screening (Type 1, 2, or 3) alongside property lines located not more than 20 feet from parking edge. Refer to fencing standards within this Section for Type 1.



2. **Screening Within Vehicle Use Area.** Screening standards are required in the Urban Transition COD only. In addition to exterior screening requirements, trees shall be installed in planting areas within parking lots to provide shade coverage and break up large areas of impermeable surface allowing areas for water infiltration. New or supplemental trees shall be planted with the intent to grow to 10 feet within 5 years. Planting areas shall meet the following:
  - a. **Trees.** 2 trees, excluding longleaf pine, per 10 spaces of vehicular use area (rounding up). Landscaped areas surrounded by impervious surfaces shall have a minimum width of 9 feet and include a minimum of 150 square feet of open planting area for trees. Trees shall be even distributed throughout the vehicular use area.
  - b. **Shrubs.** 4 evergreen shrubs per 10 spaces of vehicular use area (rounding up).
  - c. **Groundcover.** Each planting shall be landscaped with mulch, groundcover, shrubs, or grass to protect against soil erosion.
  - d. **Barriers.** Barriers, such as wheel stops or 6-inch standard curbs, must be provided between vehicular use areas and landscaped areas.

- Q. Dumpster, Mechanical and Electrical Equipment, Outdoor Storage Screening. All storage facilities shall be located to the rear of the primary building and shielded from any public roadway or adjacent property by means of Type 1 (chained link is prohibited) or Type 2 screening, unless already screened by a buffer yard. Dumpster screening shall be at least 5 feet in height.
- R. Signs. ~~Max pole sign is not above the roofline (30 foot maximum).~~ The maximum height is 6 feet. Sign colors shall be uniform between the ground sign and wall sign. Colors shall be muted. Off-premises signs are prohibited.
- S. Lighting
- a. Dark Sky Illumination. Light source locations shall be chosen to minimize the hazards of glare. The ratio of spacing to mounting height shall not exceed a four to one ratio.
  - b. Sign illumination. Electronic changeable message signs are prohibited.
  - c. Parking Lot Lighting. The maximum mounting height of illumination is 30 feet from the ground to the light source. Light poles and fixtures shall be a matte or low-gloss grey, black, dark earthen, or bronze finish to minimize glare from the light source.
  - d. Exterior Lighting. The maximum average-maintained illumination is 3.0 lumens per square feet at the property line. The light source must be white light. The use of laser source light or any similar high intensity light for outdoor entertainment or advertisement is prohibited. Awnings and canopies shall not be illuminated internally.

### **BACKGROUND:**

The proposed amendments involved a collaborative effort between Moore County, the Village of Pinehurst, Town of Southern Pines and Foxfire Village. The other municipalities did not provide any feedback or recommendations following presentations regarding the proposed changes.

### **IMPLEMENTATION PLAN**

Call for a Public Hearing on October 20, 2020 at 5:30 pm.

### **FINANCIAL IMPACT STATEMENT**

This action will have no financial impact on the FY 2020-2021 budget.

### **PLANNING BOARD RECOMMENDATION**

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

### **RECOMMENDATION**

Make a motion to call for a public hearing on Tuesday, October 20, 2020 to consider amendments to the Moore County Unified Development Ordinance regarding the Highway Overlay District development standards.

Action Item: \_\_\_\_\_  
 Meeting Date: October 6, 2020

## MEMORANDUM TO THE BOARD OF COMMISSIONERS

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

**DATE:** July 13, 2020

**SUBJECT:** Call to Public Hearing for a Unified Development Ordinance Text Amendments –Statutory Updates Session Law 2019-111 & 2019-79 and Quarterly Updates

**PRESENTER:** Debra Ensminger

### REQUEST:

Request the Moore County Board of Commissioners to call for Public Hearing on October 20, 2020 at 5:30 pm for the consideration of amendments to the Moore County Unified Development Ordinance due to recent statutory updates per Session Law 2019-111 and Session Law 2019-79.

### BACKGROUND:

**Bold Text** – additions to the ordinance

~~Strikethrough Text~~ - deletions from the ordinance

1. AMEND Chapter 4 (Zoning Permits), Section 4.6 (Expiration), as follows:

Expiration. **Unless otherwise specified by statute**, once a zoning permit has been issued, all activities pursuant to such permit shall be **substantially** commenced within ~~6 months~~ **1 year of issuance**. **Unless provided otherwise by statute**, if the proposed moving, constructing, altering, repairing, or **other** use of land, as set forth in an application for a zoning permit, is **substantially commenced and the development work is intentionally and voluntarily** discontinued for a period of ~~4~~ **2** years or more **after commencement**, the permit **and vesting** shall ~~lapse~~ **expire** and be of no further force and effect.

**REASON.** Required by state statute (NCGS 153A-344(c) & (e), Session Law 2019-111)

*Call To- Statutory Updates Text Amendments – UDO – Staff Report*

2. ADD Chapter 6 (Table of Uses), Section 6.1 (Use Table), as follows:

INDUSTRIAL USES	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Specific Use Standards	Bldg. Code Group
<b>PRODUCTION</b>																
Manufacturing & Sales, Pottery									P		P	P	P	P	8.92	F

**REASON.** Staff recommends adding “Pottery Manufacturing & Sales” as a permitted use in the Rural Agricultural Zoning District and commercial zoning districts to support the pottery community of Moore County.

3. AMEND Chapter 7 (General Development Standards), 7.15 (Signs), Subsection K. (Electronic Changeable Message Signs), as follows:

K. Electronic Changeable Message Signs. Shall ~~only~~ be permitted in the Village Business (VB), Neighborhood Business District (B-1), and Highway Commercial (B-2) zoning districts. Advertising messages or information shall remain in a fixed, static position for a minimum of 30 seconds. The change sequence must be accomplished within an interval of 2 seconds or less. Electronic changeable message signs shall be setback a minimum of 25 feet from any property used or zoned for residential purposes. **Additionally, electronic changeable message signs are permitted at religious institutions or governmental / public agencies located in a residential zoning district.**

**REASON.** Allows churches to have electronic changeable message signs.

4. AMEND Chapter 8 (Specific Use Standards), Section 8.12 (Home Occupation, Level 2), Subsection B (Standards), as follows:

Standards. One (1) home occupation shall be permitted per lot. Level 2 Home Occupations shall be limited to a maximum of 50% of the gross floor area of the principal building, the entirety of an accessory building, or a combination thereof. The operator of the home occupation must reside on the same lot as the operation. More than one individual, not a resident of the dwelling may be

employed. The specific use to be operated as the home occupation must comply with the specific use's standards, signage, parking, outdoor storage, screening, and other applicable regulations. The following uses are those that have been determined to be suitable as a Level 2 Home Occupation:

1. Animal Shelters
2. Kennels, Overnight
3. Pet Day Care, Grooming, Obedience Training
4. Small Appliance Repair Shop (may include outdoor storage)
5. Trade Contractor Office and Workshop (may include outdoor storage)
6. Feed and Seed Sales
7. Florist
8. Garden Center
9. Taxi Service
10. Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV - Sales, Rental, Service
11. Child Care Facility (**for accessory buildings only**)
12. Recreation, Low Impact Outdoor

**REASON.** Clarifies that “Child Care Home Facility” is a separate use.

5. AMEND Chapter 8 (Specific Use Standards), Section 8.71 (Religious Institutions), Subsection B (Accessory Uses), as follows:

Accessory Uses. Includes pastor's housing, Sunday school buildings, recreational buildings utilized by congregation only, fellowship halls, food pantry, childcare facility, school, coffee house, bible school, and after-school facilities. Childcare facilities shall meet the **applicable specific use** standards ~~per Section 8.63~~ and shall submit a copy of state licenses before a Certificate of Occupancy is issued. Schools located on the same lot as the church and located in residential zoning districts shall require a Conditional Use Permit and meet the Specific Use Standards ~~per Section 8.71~~.

**REASON.** Removes section numbers due to being subject to changes.

6. ADD Chapter 8 (Specific Use Standards), Section 8.92 (Pottery Manufacturing & Sales), as follows:

A. **Definition.** The process of forming objects with clay and other ceramic materials.

**B. Standards. Potteries may be a principal use or an accessory use to residential or agricultural uses. Potteries may include teaching workshops, studios, galleries, and retail sales.**

**REASON.** Staff recommends adding “Pottery Manufacturing & Sales” as a permitted use to support the pottery community of Moore County.

7. AMEND Chapter 9 (Nonconforming Situations), Section 9.2 (Continuation), as follows:

Continuation: **Unless otherwise specified by statute,** legal nonconforming uses, buildings, structures, and signs may be continued until they are **intentionally and voluntarily removed, discontinued, dilapidated, or destroyed for a period of 2 years.** If a legal nonconforming use is **intentionally and voluntarily discontinued,** as evidenced by the disconnection of electrical or utility service for a period of ~~one year (365 days),~~ **2 years, the nonconforming use shall expire and any future use of the building, structure, or land shall comply with the provisions of this ordinance.**

**REASON:** Required by State Statute (NCGS 153A-344(e), Session Law 2019-111)

8. AMEND Chapter 11 (Conditional Rezoning), Section 11.2 (Application Process), Subsection F (Additional Conditions), as follows:

Additional Conditions: Specific additional conditions applicable to the rezoning request may be proposed by the applicant, the Planning Board, or Board of Commissioners. Only those conditions ~~mutually~~ approved by the county and **consented to by the applicant in writing** may be incorporated into the permit requirements. **Unless the applicant consents in writing to the conditions, the conditions are not effective and the zoning may not include any conditions or requirements not otherwise authorized by law.** If a proposed condition is unacceptable to the ~~owner~~ **applicant,** the petition can be withdrawn and the proposed rezoning cannot go forward. Likewise, if a condition is unacceptable to the Board of Commissioners, the petition can be denied and there is no rezoning. Per NCGS 153A-342(~~Bb~~), conditions and site-specific standards **imposed in a conditional district** shall be limited to those that address the conformance of **the** development and use of the site to County ordinances and **an** officially adopted **comprehensive or other** plans—and those that address the impacts reasonably expected to be generated by the development or use of the site. **Additionally, the applicant must consent in writing to the conditions in order for those conditions to be effective.**

**REASON:** Required by State Statutes (NCGS 153A-342, Session Law 2019-111).

9. AMEND Chapter 12 (Conditional Use Permits), Section 12.2 (Application Process), Subsection C (Additional Conditions), as follows:

Additional Conditions: In accordance with NCGS ~~160A-388~~ **153A-340(c1)**, in approving an application, the Board of Commissioners may ~~attach~~ **impose fair and reasonable and appropriate conditions and safeguards** to the approval which assure that the required findings are ~~upheld met~~. ~~Such conditions may include, but are not limited to, right of way or easement dedication, recreation or open space, buffer provisions, limitation in scale, intensity, hours of operation, and other reasonable restrictions.~~ **Conditions and safeguards imposed shall not include requirements for which the county does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the county, including, without limitation, taxes, impact fees, building design elements within the scope of subsection NCGS 153-340(l), driveway-related improvements in excess of those allowed in NCGS 136-18(29) and NCGS 160A-307, or other unauthorized limitations on the development or use of land. Design restrictions may still be imposed in compliance with NCGS 153A-340(l) and NCGS 160A-381(h), which allow design restrictions for commercial and multi-family development, in historic districts, or with the voluntary written consent from the property owners.**

**REASON:** Required by state statutes (NCGS 153A-340(c1) & (l), NCGS 160A-307, NCGS 160A-381(h), Session Law 2019-111).

10. ADD Chapter 13 (Appeals & Variances), Section 13.1 (Administrative Appeals), Subsection F (Standing), as follows:

**Standing:** The following criteria are used to determine whether an individual has standing to bring civil actions for declaratory relief, injunctive relief or other remedies and joinder of complaint and petition for writ of certiorari in certain cases against administrative decisions in lieu of bringing an appeal to the board of adjustment under NCGS 160A-188(b1):

1. The person has ownership, leasehold, or easement interest in, or possesses an option or contract to; purchase the property that is the subject matter of a final and binding decision made by an administrative official charged with applying or enforcing a land development regulation.

2. The person was a development-permit applicant before the decision-making board whose decision is being challenged.
3. The person was a development-permit applicant who is aggrieved by a final and binding decision of an administrative official charged with applying or enforcing a land development regulation.

Subject to the limitations in the State and federal constitutions and State and federal case law, an action filed is not rendered moot if the party loses the relevant property interest as a result of the administrative action being appealed, and exhaustion of an appeal is required to preserve a claim for damages under NCGS 160A-393.1.

REASON: Required by State Statute (160A-393.1(c), Session Law 2019-111).

11. AMEND Chapter 13 (Appeals & Variances), Section 13.6 (Appeals to Court), as follows:

- A. **Quasi-Judicial Decisions.** Quasi-judicial decisions shall be appealed to Superior Court pursuant to Section 2.1(B).
- B. **Circumventing the Board of Adjustments.** Except as otherwise provided in this ordinance or other applicable law, a person with standing may bring an original civil action seeking declaratory relief, injunctive relief, damages, or any other remedies provided by law or equity in superior court or federal court to challenge the enforceability, validity, or effect of a local land development regulation for any of the following claims: the ordinance is unconstitutional; the ordinance is ultra vires, preempted or otherwise beyond statutory authority; or the ordinance constitutes a taking of property. When these issues are raised, appeals of administrative permit decisions, issuance of notices of violation, determinations of vested rights, and other administrative decisions may go straight to court. Appeals of ordinance interpretation must still go to the Board of Adjustment before being appealed to court. If an applicant is appealing a notice of violation and disputes the fact of the violation (a question of fact, not a constitutional challenge or a question of statutory authority), that appeal still goes to the Board of Adjustment.
- C. **Administrative Decisions.** If the decision being challenged is an ordinance interpretation from the Administrator, the party with standing must first bring the appeal to the Board of Adjustment pursuant to NCGS 160A-388(b1) before being appealed to court. An adverse ruling from the Board of Adjustment may then be challenged in a court action brought pursuant to NCGS 160A-393.1(b) with the court hearing the matter de novo together with any other claims listed in NCGS 160A-393.1(b).
- D. **Time for Commencement of Action.** Any action brought pursuant to NCGS 160A-393.1 shall be commenced within 1 year after the date on which written notice of the final decision is delivered to the aggrieved party by personal delivery, electronic mail, or by first-class mail.

**E. Fines Stayed During Appeal. The accumulations of fines are stayed when a notice of violation or other enforcement order is appealed to the Board of Adjustment or Court. The enforcement of other actions appealed from is also stayed unless otherwise provided by statute.**

**REASON:** Required by state statute (NCGS 160A-388(b1)(6), NCGS 160A-393.1(a)(b)(c) &(d), Session Law 2019-111).

12. MOVE Chapter 14 (Vested Rights), Section 14.2 (Valid Building Permit) to Section 14.3 and REPLACE & ADD Chapter 14 (Vested Rights), Section 14.2 (Development Permit), as follows:

**Development Permit: Development permits for a building, use of a building, use of land, or subdivision of land establishes statutory vested rights. A development permit is valid for 1 year after issuance, unless otherwise specified by statute, and the applicant is vested in that permit for the term of validity. If the applicant fails to substantially commence authorized work within 1 year, then the development permit and vesting expire. With the substantial commencement of authorized work under a valid permit, vesting continues. The development permit and vesting also expire after substantial work commences if there is a 2-year period of intentional and voluntary discontinuance of work after commencement unless otherwise specified by statute.**

**REASON:** Required by state statute (NCGS 153A-344(c) & (e), Session Law 2019-111).

13. MOVE Chapter 14 (Vested Rights), Section 14.3 to Section 14.4 (Site Specific Development Plans & Phased Development Plans, and AMEND as follows:

**Site Specific Development Plans & Phased Development Plans**

- A. Applicability. The ability of the applicant to obtain a vested right after County approval of a site specific development plan or a phased development plan presents an appropriate balance between private expectations and the public interest, while also protecting the public health, safety, and welfare. A statutory vested right is a right established pursuant to NCGS 153A-344.1 to undertake and complete the development and use of a property under the terms and conditions of an approved site-specific development plan or phased development plan.
- B. Vesting Established. Statutory vesting shall be deemed established with respect to any property on the same day upon the valid approval, or conditional approval, of a site specific

development plan or a phased development plan, following notice and public hearing by the County.

- C. Site Specific Development Plan. A site specific development plan includes **but is not limited to** any of the following plans or approvals: **a planned unit development plan, a preliminary major subdivision plat, a preliminary or general development plan, a conditional or special use permit, or a conditional or special use district zoning district plan, or any other land-use approval designation as may be utilized by a county.** For preliminary subdivision plats, the Administrator will advertise and schedule a public hearing following the same procedure used for conditional **or special** use permits.
- D. Phased Development Plan. A phased development plan includes any approvals for a phased development which shows the type and intensity of use for a specific parcel or parcels with a lesser degree of certainty than the plan determined by the county to be a site specific development plan. The County may require the landowner to submit a site-specific development plan for approval with respect to each phase or phases in order to obtain final approval to develop within the restrictions of the vested zoning classifications. ~~Multi-phased developments as approved and defined in NCGS 153A-344.1(b)(7) shall remain vested for a period of 7 years.~~
- E. Duration. The site-specific development plan or phased development plan vested rights is valid for a minimum of 2 years from the date of approval. The Board of Commissioners may authorize the approval for a period not exceeding 5 years where warranted in light of all relevant circumstances including, but not limited to, the size and phasing of the development, **the level of investment, the need for development,** economic cycles, and market conditions. The vesting shall not be extended by any amendments or modifications to a site-specific development plan unless expressly provided by the County.
- F. Termination. A vested right shall terminate:
1. At the end of the applicable vesting period with respect to buildings and uses for which no valid building permit applications have been filed.
  2. With the written consent of the affected landowner.
  3. To the extent that the affected landowner receives compensation for all costs, **expenses,** and **other losses incurred by the landowner;**
  4. Upon findings by the Board of Commissioners, by Ordinance after notice and a hearing, that the landowner or his representative intentionally supplied inaccurate information or made material misrepresentations which made a difference in the approval by the ~~approval authority~~ **County** of the site specific development plan; ~~or~~
  5. Upon the enactment **or promulgation** of a State or federal law or regulation that precludes development as contemplated in the site-specific development plan; **or**
  6. **Upon findings, by the Board of Commissioners, by ordinance after notice and a public hearing, that natural or man-made hazards on or in the immediate vicinity of the property, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated in the site specific development plan.**

**REASON:** Required by State Statute (NCGS 153A-344, Session Law 2019-111) Relocated Multi-Phase Development Plans to a separate section.

14. MOVE Chapter 14 (Vested Rights), Section 14.5 (Development Agreements) to Section 14.7 and REPLACE & ADD Chapter 14 (Vested Rights), Section 14.5 (Multi-Phased Developments), as follows:

### **Multi-Phased Development Plans**

**A multi-phased development is defined to be a development containing 25 acres or more to be developed in more than 1 phase and subject to a master development plan with committed elements showing the type and intensity of use of each phase. The entire multiphase development is vested at the time of site plan approval for the initial phase. The vesting is in the Ordinance regulations in place at the time of that initial approval, and the vesting lasts for 7 years from the initial approval.**

**REASON:** Required by state statutes (NCGS 153A-344, NCGS 153A-344.1, Session Law 2019-111).

15. MOVE Chapter 14 (Vested Rights), Section 14.4 to Section 14.6 (Permit Choice), and AMEND as follows:

- A. **Purpose.** ~~Per NCGS 153A-320.1 and 143-755, if a permit applicant submits a permit application for any type of development and a rule or ordinance changes between the time the permit application was submitted and a permit decision is made, the permit applicant may choose which version of the rule or ordinance will apply to the permit. If a development permit applicant submits a permit application for any type of development and a rule or ordinance is amended, including an amendment to any applicable land development regulation, between the time the development permit application was submitted and a development permit decision is made, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application.~~ **Permit applicant submits a permit application for any type of development and a rule or ordinance is amended, including an amendment to any applicable land development regulation, between the time the development permit application was submitted and a development permit decision is made, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application.**
- B. **Expiration.** **The permit choice rule may expire if an applicant delays. If an applicant puts a permit application on hold for 6 consecutive months or more, or if an applicant fails to respond to the Planning Board and/or Board of Commissioners' requests for additional information for 6 consecutive months or more, then the application is discontinued. If the permit application is resumed, it will be reviewed under the rules in effect at that time.**

- C. **Subsequent Development Permits.** If an applicant obtains an initial development permit, that permit triggers permit choice for subsequent development permits under the rules applicable at the time of application for the initial development permit. That protection continues for 18 months after the approval of the initial development permit. The applicant must be actively pursuing that original application to maintain the permit choice rights for other development regulations. The initial development permit cannot be a sign permit or erosion and sedimentation control permit.
- D. **Appeal.** Any person aggrieved by the local government failing to comply with the permit choice rule can seek a court order compelling compliance. The court will set down the action for immediate hearing, and subsequent proceedings must get priority from the court.

**REASON:** Required by state statutes (NCGS 143A-755, NCGS 160A-385(e), Session Law 2019-111).

16. MOVE Chapter 14 (Vested Rights), Section 14.5 to Section 14.7 (Development Agreement).

**REASON:** For the sections of Chapter 14 to be in proper sequence.

17. ADD Chapter 14 (Vested Rights), Section 14.8 (Appeal), as follows:

**Appeal:** Refer to Section 13.6 (Appeals to Court).

**REASON:** Required by state statutes (NCGS 160A-393.1(a)(b)(c) & (d), Session Law 2019-111).

18. ADD Chapter 18 (Subdivisions), Section 18.13 (Performance Guarantees for Major Subdivisions), Subsection B (Duration), as follows:

**Duration:** The initial term of the performance guarantee shall be one year unless the developer elects a longer term. When the financial instrument is a bond, the completion date for the bonded obligation shall be one year from the date the bond is issued, unless the developer elects a longer term.

**REASON:** Required by state statutes (NCGS 160A-372, Session Law 2019-79).

19. MOVE Chapter 18 (Subdivisions), Section 18.13 (Performance Guarantees for Major Subdivisions), Subsections as follows:

Subsection B to **Subsection C** (Release)

Subsection C to **Subsection D** (Extension)

Subsection D to **Subsection E** (Claim of Rights)

**REASON:** For the subsections of Section 18.13 (Performance Guarantees for Major Subdivisions) to be in proper sequence.

20. AMEND Chapter 19 (Definitions), Section 19.2 (Definitions), (Lot of Record, Nonconforming) as follows:

**Lot of Record, Nonconforming.** A lot, **the area, dimensions, or location of which was duly recorded pursuant to statute** in the Office of Register of Deeds, **lawfully** existing at the effective date of this ordinance or prior freestanding zoning and subdivision ordinances that cannot meet the minimum size and/or lot width requirements of the district in which the lot is located.

**REASON.** Clarifies that nonconforming lots of record should have been legally existing at the effective date of this ordinance or prior freestanding ordinances.

21. AMEND & ADD Chapter 19 (Definitions), Section 19.2 (Definitions) (Development, Development Permit, Land Development Regulation), as follows:

**Development:** ~~The act of bringing about growth; to construct or alter a structure, to make a change in use or appearance of land, to divide land into parcels, or to create or terminate rights of access.~~ **Development is defined to include:**

**a. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure.**

**b. Excavation, grading, filling, clearing, or alteration of land.**

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- c. The subdivision of land as defined in G.S. 153A-335 or G.S. 160A-376.
- d. The initiation of substantial change in the use of land or the intensity of the use of land.

**Development Permit:** An administrative or quasi-judicial approval that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal, including any of the following:

- a. Zoning permits.
- b. Site plan approvals.
- c. Special use permits.
- d. Variances.
- e. Certificates of appropriateness.
- f. Plat approvals.
- g. Development agreements.
- h. Building permits.
- i. Subdivision of land.
- j. State agency permits for development.
- k. Driveway permits.
- l. Erosion and sedimentation control permits.
- m. Sign permit.

**Land Development Regulation.** Land development regulation is defined to be any State statute, rule, or regulation, or local ordinance affecting the development or use of real property, including any of the following:

- a. Unified development ordinance.
- b. Zoning regulation, including zoning maps.
- c. Subdivision regulation.
- d. Erosion and sedimentation control regulation.
- e. Floodplain or flood damage prevention regulation.
- f. Mountain ridge protection regulation.
- g. Storm water control regulation.
- h. Wireless telecommunication facility regulation.
- i. Historic preservation or landmark regulation.
- j. Housing code.

**REASON:** Required by state statutes (NCGS 143-755(e), Session Law 2019-111).

22. AMEND Chapter 19 (Definitions), Definition (Family), as follows:

~~**Family:** One or more individuals residing in a dwelling, living as a single housekeeping unit, and complying with the following rules:~~

- ~~a. Any number of individuals related by blood, marriage, or adoption may occupy a dwelling unit.~~
- ~~b. Where some or all of the occupants are unrelated by blood, marriage, or adoption, the total number of occupants that are unrelated, shall not exceed three. In applying this provision, children who are under the age of 23 and who are children of the owner or a person renting an entire dwelling unit from the owner shall be counted as a single occupant.~~
- ~~c. Where a reasonable accommodation has been approved.~~
- ~~d. The presence of household employees or children in foster care shall not disqualify any premises otherwise satisfying the above rules.~~

**Family:** One or more persons occupying a dwelling unit and living as a single household.

**REASON:** The current definition of “family” limits the number of unrelated person living as a family which contradicts the building code definition of dwelling unit” which is for one or more persons. Required by State Statute (153A-346, Section 202 of 2018 State Building Code, Session Law 2019-111).

#### **IMPLEMENTATION PLAN**

Call for a Public Hearing on October 20, 2020 at 5:30 pm.

#### **FINANCIAL IMPACT STATEMENT**

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

#### **PLANNING BOARD RECOMMENDATION**

The Planning Board met on July 2, 2020 and unanimously recommended approval. (5-0)

#### **RECOMMENDATION**

Make a motion to call for a Public Hearing on October 20, 2020 at 5:30 pm for the consideration of amendments to the Moore County Unified Development Ordinance due to recent Statutory Updates per Session Law 2019-111 and Session Law 2019-79 and Quarterly Updates.

**Agenda Item:** X.A.  
**Meeting Date:** 10/06/2020

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 09/21/2020  
**SUBJECT:** Appointments / Juvenile Crime Prevention Council

**REQUEST:**

Reappoint member to the Juvenile Crime Prevention Council.

**BACKGROUND:**

JCPC member Annette McGraw's current term of service expires October 31. Annette currently serves as the Chair of the JCPC. She is willing to continue service.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Annette McGraw to the Juvenile Crime Prevention Council for a two-year term expiring October 31, 2022.