



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, OCTOBER 20, 2020**

**REGULAR MEETING**

**4:30 P.M. CALL TO ORDER**

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

**5:30 P.M. INVOCATION** – *Rev. Michael Kimbrell, Doubs Chapel United Methodist Church*

**PLEDGE OF ALLEGIANCE** – *Randy Gould, Public Works Director*

**I. PUBLIC COMMENT PERIOD**

**II. ADDITIONAL AGENDA**

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

**III. APPROVAL OF CONSENT AGENDA**

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

- A. Minutes: October 6, 2020 Regular Meeting
- B. Minutes: October 8, 2020 Special Meeting and Closed Session
- C. Minutes: October 14, 2020 Special Meeting and Closed Session
- D. Budget Amendments
- E. Digital Learning Invoices for Moore County Schools
- F. Tax Releases/Refunds – September 2020
- G. NC Cooperative Extension MOU Modification
- H. FY20 5311 CARES Act Program Supplemental Agreement for MCTS
- I. Due Diligence Extension Contract Amendment – Morris Property
- J. Amendment to Riley Paving Contract for Water Pollution Control Plant
- K. Contract with Grace Paving for Public Works

**IV. RECOGNITIONS**

**V. PRESENTATIONS**

- A. Health Department – COVID-19 Update (*Robert Wittmann, Health Director*)

## **VI. QUASI-JUDICIAL HEARINGS**

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

## **VII. PUBLIC HEARINGS**

- A. Public Hearing/GIS – Amendment to the Moore County Road Name and Addressing Ordinance (*Rachel Patterson, GIS Manager*)
- B. 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. Public Hearing/Planning – Request for Approval of Unified Development Ordinance Text Amendments (*Debra Ensminger, Planning/Transportation Director*)
- D. 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. Public Works – Request for Approval of Agreement for Water Pollution Control Plant Raw Sewage Valve Replacement Project (*Randy Gould, Public Works Director*)

## **X. APPOINTMENTS**

- A. Sandhills Community Action Program Board

## **XI. ADDITIONAL AGENDA**

## **XII. MANAGER'S REPORT**

## **XIII. COMMISSIONERS' COMMENTS**

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

## **ADJOURNMENT**

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

- **Pre-Agenda**, Thursday, October 29, 9:00am (*Quis / Ritter*)
- **Special Meeting**, Thursday, October 29, 10:00am
- **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, OCTOBER 6, 2020**

**REGULAR MEETING, 10:30 AM**

The Moore County Board of Commissioners convened for a regular meeting at 10:30am, Tuesday, October 6, 2020 in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

**Commissioners Present:**

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

**Commissioners Absent:**

Catherine Graham

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Chairman Quis called the meeting to order and welcomed everyone. Reverend Adam Beddingfield of the 705 Church of God of Prophecy provided the invocation and GIS Manager Rachel Patterson led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

Mr. Keith Clark offered comments.

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 Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to approve the following consent agenda items:

- Minutes: September 15, 2020 Regular Meeting
- MOU with Moore County Schools and Sandhills Center
- Budget Amendments
- Amendments to FY21 Budget Ordinance
- Lease Agreement with Town of Carthage
- DH Griffin Contract – Demolition of 106 N. Ray St. and 102 McReynolds St.
- Solid Waste Acceptance of COVID-19 Recycling Grant
- Deed of Dedication for Town of Hoffman Wastewater
- Amendment to Planning/Transportation FY 21 Fee Schedule
- Transportation Services Contract with Monarch
- Transportation Services FY22 Memorandum of Understanding with Monarch
- Health Department Additional WIC Funding

Health Department FY21 CARES 115 Infection Prevention Support Addendum Agreement  
General Fund's Assigned and Committed Fund Balances as of 6/30/20

The budget amendment for the MCS/Sandhills Center MOU, budget amendments, amended budget ordinance, budget amendment for the Solid Waste grant, amended fee schedule, and budget amendment for the assigned and committed fund balances are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, and F, respectively.

## **PRESENTATIONS**

### Health Department – COVID-19 Update

Health Director Robert Wittmann and Deputy Health Director/PIO Matt Garner provided an update regarding the COVID-19 pandemic. Dr. Seth Powers with Moore County Schools was also present and provided an update regarding the status of Schools' attendance options, infection control protocols, tracking, and infection rate. Dr. Powers noted how important and outstanding the Schools' collaboration with the Health Department had been. Although daily attendance for K-5 students would now be permitted by the Governor, the recommendation to the Board of Education by the Health Director was for the current hybrid attendance model to be followed for the remainder of the fall semester. Dr. Powers noted the Board of Education would vote on this decision during its regular meeting the next week. Mr. Garner expressed appreciation to the Moore County Schools officials for their cooperation. Following Dr. Powers' update, Mr. Wittmann and Mr. Garner discussed rapid testing at length, and then provided an update on the current status of infections/deaths from the virus in Moore County. Commissioner Gregory inquired regarding whether testing was optional for long-term care facilities and Mr. Garner explained that any of them were subject to mandated biweekly staff testing, and he then also explained how testing of residents was handled. Chairman Quis asked if Mr. Wittmann had anything to report to the commissioners from the Board of Health meeting held the prior evening. Mr. Wittmann discussed that the rapid testing information shared was just a snapshot in time and that it was a dynamic situation as was the situation with a vaccine, and he said the Health Department staff would keep track of it. He then explained how the COVID vaccine distribution may differ from what was ordinarily done. Mr. Wittmann then encouraged all elected and appointed officials, clergy, etc. in the County to support the 3Ws, encouraged everyone to be vaccinated against the flu, and encouraged residents to be tested if they believe they were exposed to the virus. Chairman Quis repeated his earlier question and Mr. Wittmann noted that the Board of Commissioners had seen this day a small slice of what had been presented to the Board of Health. He also said the Board Chair had appointed members to committees that would be working on different aspects of interest to the Board of Health (i.e. vaccines, public information, etc.). He said he would be a liaison and the Board of Health and the Board of Commissioners would stay informed. Chairman Quis thanked Mr. Wittmann and Mr. Garner for the information and thanked them also for their cooperation with Moore County Schools. Mr. Wittmann's remarks (provided by him on a written copy) and the presentation provided by him and Mr. Garner are hereby incorporated as a part of these minutes by attachment as Appendix G.

## **QUASI-JUDICIAL HEARINGS**

### Call to Quasi-Judicial Hearing/Planning – Conditional Use Permit Request: Major Conventional Subdivision Preliminary Plat Approval – Leatherwood

Planning/Transportation Director Debra Ensminger requested the Board call a quasi-judicial hearing regarding a Conditional Use Permit request for a subdivision. Upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 4-0 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.

## **PUBLIC HEARINGS**

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

GIS Manager Rachel Patterson requested the Board call a public hearing regarding an amendment to the Road Name and Addressing Ordinance. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 4-0 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.

### 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)

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding a General Use Rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 4-0 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) per deed Book 5337, Page 91 and Alex & Lara Hardy (Tract 4) per Deed Book 5301, Page 400.

### Call to Public Hearing/Planning – Request for Approval of Unified Development Ordinance Text Amendments

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding text amendments to the Unified Development Ordinance regarding Highway Corridor Overlay District development standards. Upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 4-0 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.

### Call to Public Hearing/Planning – Request for Approval of Unified Development Ordinance Text Amendments – Statutory and Quarterly Updates

Planning/Transportation Director Debra Ensminger requested the Board call a public hearing regarding text amendments to the Unified Development Ordinance to address statutory changes and quarterly updates. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 4-0 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.

## **NEW BUSINESS**

### Administration – Request for Approval of Correspondence Regarding High Speed Internet Services

County Manager Wayne Vest discussed internet service needs and funding opportunities and introduced Information Technology Director Chris Butts to give a presentation regarding broadband internet services in Moore County. Mr. Butts' presentation is hereby incorporated as a part of these minutes by attachment as Appendix H. Following the presentation, Mr. Vest recommended the Board authorize letters to be sent to state and federal legislative representatives regarding the availability and necessity of broadband. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to the letters to representatives encouraging them to support increasing access to broadband. Copies of the letters are also incorporated into these minutes under Appendix H with Mr. Butts' presentation. Chairman Quis inquired about

a recent grant awarded to Randolph Communications and how it would affect the number of people with high-speed internet. Mr. Vest reviewed the areas that would be impacted and said he would get the information for the commissioners. Mr. Vest also noted another funding opportunity, the GREAT grant, that would be available to Tier 3 counties in the rural census tract areas. He shared that he had reached out to the electric coops to ensure their awareness of this grant opportunity.

## **APPOINTMENTS**

### Juvenile Crime Prevention Council

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to reappoint Annette McGraw to the Juvenile Crime Prevention Council for a two-year term expiring October 31, 2022.

## **MANAGER'S REPORT**

County Manager Wayne Vest noted that a draft agenda for a work session planned for October 29 had been placed at each commissioner's seat and he invited the Board's feedback regarding the agenda.

Mr. Vest noted that it was Commissioner Daeke's birthday and invited Public Works Director Randy Gould to lead everyone in the Happy Birthday song for Commissioner Daeke.

## **COMMISSIONERS' COMMENTS**

Chairman Quis shared that Senator McInnis and Representative Boles had given the County a certified copy of the legislation regarding economic incentives that would be offered to the United States Golf Association in its location to Pinehurst.

Commissioner Daeke inquired regarding a special meeting scheduled for October 8 and Mr. Vest offered additional information.

## **ADJOURNMENT**

There being no further business, Chairman Quis adjourned the October 6, 2020, regular meeting of the Moore County Board of Commissioners at 12:18pm.

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Francis R. Quis, Jr., Chairman

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Laura M. Williams, Clerk to the Board



III.B.  
10/20/2020

**MOORE COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING  
THURSDAY, OCTOBER 8, 2020, 1:30 PM**

The Moore County Board of Commissioners convened for a special meeting on Thursday, October 8, 2020 at 1:30pm at 992 Farm Life School Road, Carthage, North Carolina.

**Commissioners Present:** Chairman Frank Quis, Vice Chairman Louis Gregory, Jerry Daeke, Catherine Graham

**Commissioners Absent:** Otis Ritter

Chairman Quis called the meeting to order.

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to enter into closed session pursuant to N.C.G.S 143-318.11(a)(3) to preserve the attorney client privilege and regarding the case C.B. Ragsdale and Steve Jones v. Moore County.

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to come out of closed session and seal the minutes.

**Adjournment**

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to adjourn the October 8, 2020, special meeting of the Moore County Board of Commissioners at 1:54pm.

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Francis R. Quis, Jr., Chairman

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Laura M. Williams, Clerk to the Board



**MOORE COUNTY BOARD OF COMMISSIONERS  
SPECIAL MEETING  
WEDNESDAY, OCTOBER 14, 2020, 10:30 AM**

The Moore County Board of Commissioners convened for a special meeting on Wednesday, October 14, 2020 at 10:30am remotely via conference call.

**Commissioners Present (all by telephone):** Chairman Frank Quis, Vice Chairman Louis Gregory, Jerry Daeke, Catherine Graham, Otis Ritter

Chairman Quis called the meeting to order and confirmed all members' presence.

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S 143-318.11(a)(3) to preserve the attorney client privilege regarding the case C.B. Ragsdale and Steve Jones v. Moore County.

At 11:00am, Chairman Quis confirmed all members' presence and upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to come out of closed session and seal the minutes.

Chairman Quis welcomed to the meeting Mr. Gerald Ross and any other citizens who may be in attendance. Chairman Quis noted the Board had the opportunity to discuss a proposed settlement agreement in closed session and asked whether anyone had any further questions, and there were none. Upon motion made by Commissioner Ritter, seconded by Commissioner Gregory, the Board voted 5-0 to approve a settlement agreement as presented between C.B. Ragsdale and Steve Jones, plaintiffs, and the County of Moore, defendants. Chairman Quis provided Mr. Ross opportunity to comment. Mr. Ross asked if the Board was accepting the settlement and Chairman Quis confirmed that action. Ms. Leland noted a copy could be forwarded to Mr. Ross once fully executed. Mr. Ross had no further comment.

**Adjournment**

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the October 14, 2020, special meeting of the Moore County Board of Commissioners at 11:08am.

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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:** 10/12/2020

**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.	Planning	\$190,000 increase	2020 Essential Single-Family Rehabilitation Loan Pool (ESFRLP20)	A three-year cycle federal grant with a focus on critical repairs for health, safety and life expectancy of major building systems of income qualified and owner-occupied homes with special needs.	40012
2.	Health	\$13,542 increase	Federal funding via the NC DHHS Division of Public Health from the Paycheck Protection Program and Health Card Enhancements Act	Additional funding to enhance and adapt influenza activities and to implement innovative local solutions to achieve increased vaccination coverage during the COVID-19 pandemic.	40261

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$13,542, Multi-Year Grants Fund \$190,000 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
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## Planning - 2020 Essential Single-Family Rehabilitation Loan Pool (ESFRLP20)

Revenue	24042018 36288 ESF20 ESFRLP 2020	-	190,000	190,000
Expense	24023018 56311 ESF20 ESFRLP 2020	-	190,000	190,000

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

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

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

## **Budget Amendment Staff Report**

**Department:** Planning & Transportation (Moore County Community Development Division)

**Increase or Decrease of Amount of Funding:** Anticipated award amount \$190,000.00

24042018 36288 ESFR20 - Revenue increase \$190,000.00

24023018 56311 ESFR20 - Expense increase \$190,000.00

**Sources of Funding:** 2020 Essential Single-Family Rehab Loan Pool Program

**Justification (Please be specific):** The Essential Single Family Rehab Loan Pool Program is 100% funded through federal dollars operating on a three year cycle with a focus on critical repairs for health, safety, and life expectancy of major building systems of income qualified and owner occupied homes with special needs.

## Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - Federal funding via the NC DHHS Division of Public Health from the Paycheck Protection Program and Health Card Enhancements Act.

Revenue	10032071 35019	Immunization Action Grant	17,730	13,542	31,272
Expense	10039049 52309	PPP Immunization	-	13,542	13,542

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:**

Revenue 10032071-35019 Immunization Action Grant Increase \$13,542

Expense 10039049-52309 PPP (Paycheck Protection Program) Immunization Increase \$13,542

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

Federal funding via the NC DHHS Division of Public Health from the Paycheck Protection Program and Health Card Enhancements Act.

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

Additional funding is being provided to Local Health Departments to enhance and adapt influenza activities and to implement innovative local solutions to achieve increased vaccination coverage during the COVID-19 pandemic. Local Health Departments shall emphasize improving flu coverage in individual with known vaccination coverage disparities and those who are at higher risk from complications from flu and COVID-19 disease.

The Moore County Health Department desires to purchase flu vaccine to be administered to inmates of the Moore County Detention Center.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** October 12, 2020

**SUBJECT:** Digital Learning Invoices

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Request the Board of Commissioners to approve the invoices for a total amount of \$29,124.80 (includes no sales tax) submitted by Moore County School.

**BACKGROUND:**

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$2,521 was carried forward from FY19/20 with a revised budget of \$752,521. Currently, the available balance is \$300,507.05. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

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

**RECOMMENDATION SUMMARY:**

Make a motion to approve the invoices as presented.

**SUPPORTING ATTACHMENTS:**

Invoices





**MOORE COUNTY SCHOOLS**  
 P.O. BOX 1180  
 5277 US HWY 15/501 S  
 CARTHAGE, NC 28327

# Purchase Order

PO Number: 8589135  
 Date: 10/05/2020  
 Delivery Date: 10/05/2020  
 Page: 1

Vendor: 2530508

Ship To

DELL FINANCIAL SERVICES, LLC  
 ONE DELL WAY  
 ROUND ROCK, TX 78682

910-947-6673  
 ATTN: KENDT EKLUND  
 180 PINCKNEY ROAD  
 SUITE IT  
 CARTHAGE, NC 28327

*Handwritten:* 10/7/20

Qty	Unit	Vend Item #	Description	Unit Cost	Discount	Total
4.9000		475.522.000.510.07	COUNTY FUNDS-DIGITAL LEARNING			
1.00	EA	810-900057 0-012	Rental - PCH Yoga Laptops (120)	29,124.80	0.00	29,124.80

Lease for PCH Yoga Laptops (120) 810-9000570-12  
 2 of 4 pymts 2020-21 ST paid up front on Pymt 1 2019-20 (PO8587553)

Subtotal: 29,124.80  
 Discount: 0.00  
 Shipping: 0.00  
 Tax: 0.00  
**Total: 29,124.80**

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

*Handwritten signature and date:* [Signature] 10/5/20

Received By: \_\_\_\_\_

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

*Handwritten:* ME 10/1/20

Dell Financial Services™

See reverse side for important contact information.

**Special Messages for Moore County Board of Education**

**Invoice Number: 80561131**

Understand the financial strategies available to help you preserve capital and manage cash flow. Learn more about Dell Financial Services' Payment Flexibility Program at [DellTechnologies.com/DFS](http://DellTechnologies.com/DFS) or contact your Dell Technologies Advisor.

**Contract Summary**

**Contract: 810-9000570-012**

Contract Number 810-9000570-012	Due Date 11/01/20	Current Charges \$29,124.80	+	Past Due \$0.00	=	Total Due \$29,124.80
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Invoice Date	September 02, 2020	Business Segment	030066
Invoice Number	80561131	Billing Period	11/01/20-10/31/21
Contract Number	810-9000570-012	Credits/Payments received (-) *since last invoice	\$37,280.00

**Credits/Payments Since Last Invoice**

Contract Number	Invoice #	Description	Amount
810-9000570-012		Credits/Payments	\$37,280.00

**Summary of Current Charges**

Contract Number	Sales Order	Description	TRANSACTION		
			Amount	Tax	Total
810-9000570-012	PO# 8587169	RENTAL	\$29,124.80	\$0.00	\$29,124.80
\$1.00 PURCHASE OPTION					
<b>Total for 810-9000570-012</b>			<b>\$29,124.80</b>	<b>\$0.00</b>	<b>\$29,124.80</b>
<b>Invoice Total</b>			<b>\$29,124.80</b>	<b>\$0.00</b>	<b>\$29,124.80</b>

**Detail Information**

Equipment Information	Equipment Location	Transaction Description	TRANSACTION		
			Amount	Tax	Total
PO# 8587169 MOD# T0003796 TAG# R90VYKYG REF# T119057	810-9000570-012 180 Pinckney Rd Ste IT CARTHAGE, NC 28327-6004 CARTHAGE, NC 0.00%	RENTAL 11/01/20-10/31/21	\$242.70	\$0.00	\$242.70

continued on next page

Please Detach Here

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

**Dell Financial Services™**

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

<b>Contract Number</b> 810-9000570-012	<b>Invoice Number</b> 80561131	<b>Current Charges</b> \$29,124.80	<b>Past Due Charges</b> \$0.00	<b>Total Due</b> \$29,124.80	<b>Due Date</b> 11/01/20
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New Address or Phone Number? Visit us at [www.dell.com/dfs](http://www.dell.com/dfs) or check box and complete reverse side.

Amount Enclosed: \$

Address Change of Equipment Location

----- manifest line -----  


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



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

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

8109000570012000805611310002912480000000291248009000002

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Gary E. Briggs, Tax Administrator B  
**DATE:** October 9, 2020  
**SUBJECT:** Tax Releases/Refunds – Month of September 2020  
**PRESENTER:** Gary Briggs

**AGENDA PLACEMENT:** Consent Agenda

**REQUEST:**

34 real/personal/motor vehicle releases totaling \$11,365.76  
28 real/personal/motor vehicle relief-refunds totaling \$4,850.83

147 releases/refunds of less than \$100 each totaling \$5,326.68 were sent to the County Finance Officer for approval.

**BACKGROUND:**

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

**IMPLEMENTATION PLAN:**

Through month-end procedures and by Tax Department Staff.

**FINANCIAL IMPACT STATEMENT:**

Total - \$16,216.59 (breakdown attached)

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

Release/Refund Requests  
Resolutions

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

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

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

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

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Francis R. Quis, Chairman

ATTEST:

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Laura M. Williams  
Clerk to the Board

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

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

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

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

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

ATTEST:

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

**REAL ESTATE / PERSONAL PROPERTY  
RELEASES  
OVER - \$100  
September-20**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2020	1003321	BARNES, JONATHAN EDWARD	MILITARY	\$142.35
2020	1000522	BRAHM, AUSTIN DAVID	MILITARY	\$140.19
2020	1001589	COLON LOPEZ, RAMON	MILITARY	\$379.13
2020	1001344	COPPLE, BRAD GARRETT	MILITARY	\$102.32
2020	1001712	DAVIS, JESSICA LEIGH	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$182.09
2020	80192	DEERINWATER, MICAH	MILITARY	\$161.31
2020	73231	FIRST HORIZON BANK - 4371	NOT LATE IN LISTING PERSONAL PROPERTY	\$171.95
2020	1002936	FOSTER, PAMELA MARGARET	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$148.55
2020	82012	FRECHETTE, SCOT A	MILITARY	\$560.51
2020	1002583	HIGHT, LESLIE CARLSON	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$141.85
2020	80267	LONG, CARL EDWARD JR	MILITARY	\$285.27
2020	1002212	MASER, FRANCIS TURNER	INCORRECT SITUS	\$541.88
2020	84105	MCKEON, CORBIN CULLEN	MILITARY	\$137.25
2020	10643	MORGAN, JOHN PHILLIP (HRS)	ELIGIBLE FOR SENIOR/DISABLED EXEMPTION	\$318.24
2020	82011	MORRIS, RUSSELL K	PERSONAL PROPERTY LOCATED IN ANOTHER STATE	\$324.60
2011	6049610	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$554.61
2012	27256	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$549.52
2013	46719	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$549.52
2014	27170	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$549.52
2018	27017	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$450.95
2017	27015	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$439.69
2016	27107	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$435.92
2015	47492	OWNER UNKNOWN	ONLY 16.9 ACRES LOCATED IN MOORE COUNTY	\$424.65
2020	1000865	PARKER, TIMOTHY JAMES	MILITARY	\$327.20
2020	1000701	PARKER, TIMOTHY JAMES	MILITARY	\$116.91
2020	1002015	PARSONS, TERRI LYNN	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$263.12
2020	15625	PATSY M MARSHBURN REVOCABLE	ELIGIBLE FOR SENIOR/DISABLED EXEMPTION	\$696.26

**REAL ESTATE / PERSONAL PROPERTY  
RELEASES  
OVER - \$100  
September-20**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2020	1000426	PETERSON, STEVEN WAYNE	MILITARY	\$178.89
2020	80742	PINSKY, HEATHER G	MILITARY	\$301.55
2020	1000983	SITTERSON, CARTER CHIVERS JR	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$300.01
2020	20918	STEP ONE DESIGN, INC	DWELLING DEMOLISHED IN 2019	\$407.83
2020	1000842	TRYHANE, GERALD	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$738.22
2020	1000863	TRYHANE, GERALD	GAP BILL - VEHICLE REGISTERED IN ANOTHER STATE	\$210.98
2020	1001708	WILCOX, JOHN MURRAY	MILITARY	\$132.92
<b>TOTAL</b>				<b>\$11,365.76</b>

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

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2019	VTS - 0052667139	ALBRITTON, MICHAEL PAUL	TAG SURRENDER	\$240.12
2019	VTS - 0046558806	BAILAR-HEATH, MARY BETH	TAG SURRENDER	\$117.24
2019	VTS - 0052605449	BROWN, WALTER ROBERT	TAG SURRENDER	\$129.84
2019	VTS - 0045801850	BURNS, MICHAEL ALLAN JR	TAG SURRENDER	\$153.28
2019	VTS - 0027303356	CAROLINA FURNISHINGS + DESIGN LLC	TAG SURRENDER	\$103.31
2020	VTS - 0057291792	CRENSHAW, CHRISTOPHER JAMES	MILITARY	\$140.76
2019	VTS - 0022718336	GROSS, MATHEW GARY	TAG SURRENDER	\$113.35
2019	VTS - 0029666822	KRAUSS, RAY & DIANE	TAG SURRENDER	\$393.23
2019	VTS - 0047596018	LAIDIG, SCOTT & NOVOTNY, SUSAN	TAG SURRENDER	\$120.62
2019	VTS - 0054739964	LEONARD, LANNY ROSS	TAG SURRENDER	\$356.25
2020	VTS - 0055093169	LUND, JOHANNA MARIE	MILITARY	\$300.56
2019	VTS - 0050875503	MARTIN, CAROLINE DEBORAH	TAG SURRENDER	\$116.14
2019	VTS - 0048137805	MCKIVER, JOHN ARTHUR SR	TAG SURRENDER	\$129.46
2019	VTS - 0041209910	MCLEOD, KATHARINE	TAG SURRENDER	\$167.36
2020	VTS - 0056051245	MENDILLO, PAUL ANTHONY	TAG SURRENDER	\$141.94
2018	VTS - 0057053422	MOFFITT, JOHNNY LEE	SITUS	\$169.26
2019	VTS - 0052630139	NALL, ERIC & STACY	TAG SURRENDER	\$114.94
2020	VTS - 0055426729	NALL, ERIC & STACY	TAG SURRENDER	\$117.28
2019	VTS - 0049871793	NICHOLS, TIMOTHY RANDALL	SITUS	\$168.08
2019	VTS - 0046566075	PATNODE, CHARLES ANTHONY	TAG SURRENDER	\$129.46
2019	VTS - 0041780979	POLIDORI, NICHOLAS & STEPHANIE	TAG SURRENDER	\$269.01
2020	VTS - 0055959613	PORTER, ROBERT ALLEN	TAG SURRENDER	\$281.24
2020	VTS - 0055882068	SIMPSON, CHRISTINE TAGULAO	MILITARY	\$213.11

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

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2019	VTS - 0048777520	SIMPSON, MICHAEL NAOKI	MILITARY	\$118.54
2019	VTS - 0047019810	STERLING TRANSPORT CO, INC	TAG SURRENDER	\$116.03
2019	VTS - 0036934238	TAY'S SAUCE LLC	TAG SURRENDER	\$187.81
2019	VTS - 0042375897	WALDRON, KATHY JO	TAG SURRENDER	\$106.85
2019	VTS - 0057018589	WILLIAMS, TERESA MABE	SITUS	\$135.76
			<b>TOTAL</b>	<b>\$4,850.83</b>

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

**FROM:** Janet Parris, Assistant County Manager

**DATE:** 10/8/2020

**SUBJECT:** NC Cooperative Extension Modification of Existing Memorandum of Understanding; Change to Payroll Agreement for Moore County

**PRESENTER:** Deborah McGiffin

**REQUEST:** Approve the Memorandum of Understanding between NC Cooperative Extension and Moore County to reflect that Moore County will pay 66% of the Family & Consumer Science Agent position funding.

**BACKGROUND:** The Family & Consumer Science Agent position provides services to improve the well-being of families through validated research based education that addresses issues of health and wellness, food and nutrition, and food safety. This position has been performing work duties in two counties (Moore and Richmond) with position funding shared between the counties and state (33% for each county and 34% for the state). Effective November 1, 2020, NC Cooperative Extension has reassigned this position to serve Moore County full time based upon enhanced need of these services in Moore County. This reassignment would require Moore County to pay 66% of position funding with the state responsible for 34%.

**FINANCIAL IMPACT:** Moore County would fund an additional 33% of the position cost (the current salary cost for the county would increase by \$15,443 plus associated fringes). There are funds budgeted and available in the Cooperative Extension county budget to cover the additional funding amount.

**IMPLEMENTATION PLAN:** Upon approval by the Board of Commissioners, NC Cooperative Extension will allocate the Family and Consumer Science Agent to work 100% of the time in Moore County. Moore County will fund 66% of the position cost and the state will fund 34% of the position cost.

**RECOMMENDATION SUMMARY:** Make a motion for the Chair of the Moore County Board of Commissioners to sign the Modification of Existing Memorandum of Understanding Change to Payroll Agreement for Moore County reflecting that the Family and Consumer Science Agent position will solely serve Moore County and that Moore County will fund 66% of the position with the State funding 34% of the position.

**ATTACHMENTS:**

1. Modification of Existing Memorandum of Understanding Change to Payroll Agreement for Moore County for Family & Consumer Science Agent Position
2. NC Cooperative Extension Memorandum of Understanding dated 10/16/06 and Modification dated 2/16/16



**Modification of Existing Memorandum of Understanding  
Change to Payroll Agreement for Moore County**

1. \_\_\_\_\_ Change from Send-In Provision to Lock-In Provision

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to Lock-In by Percentage Provision (Option A.)

**Option A. – Lock in by Percentage Provision**

All EPA Employees \_\_\_\_\_% County \_\_\_\_\_% NCSU/NC A&T SU

All COSS Employees \_\_\_\_\_% County \_\_\_\_\_% NCSU/NC A&T SU

*Any position added to this county's staff of Extension Personnel subsequent to the effective date of this modification will adhere to the above percentages.*

**OR**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to Lock-In by Position Provision (Option B.)

**Option B. – Lock-In by Position Provision (List each position title and its associated salary percentages.)**

Position Title	Salary Percentage County	Salary Percentage NCSU/NC A&T SU

*Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NC A&T SU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU/NC A&T SU, and will become part of this Agreement.*

2. XX Change from Lock-In by Percentage Provision (Option A.) to Lock-In by Position Provision (Option B.)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on November 1, 2006, to Option B. as outlined below.

**Option B. – Lock-In by Position Provision (List each position title and its associated salary percentages.)**

Position Title	Salary Percentage County	Salary Percentage NCSU/NC A&T SU
Family & Consumer Sciences Agent	66%	34%

*Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NC A&T SU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU/NC A&T SU, and will become part of this Agreement.*

3. \_\_\_\_\_ Change from Lock-In by Position Provision (Option B.) to Lock-In by Percentage Provision (Option A.)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to Option A. as outlined below.

**Option A. – Lock in by Percentage Provision**

All EPA Employees \_\_\_\_\_% County \_\_\_\_\_% NCSU/NC A&T SU

All COSS Employees \_\_\_\_\_% County \_\_\_\_\_% NCSU/NC A&T SU

*Any position added to this county's staff of Extension Personnel subsequent to the effective date of this modification will adhere to the above percentages.*

4 \_\_\_\_\_ Change from Lock-In Provision (Option A. or B.) to Send-In Only

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to Send-In Only.

Signatures of the persons below authorize execution of this document, effective \_\_\_\_\_ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

**Chairperson or Designee – Board of County Commissioners**

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

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

**Director, North Carolina Cooperative Extension Service, NC State University or Designee**

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

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

**Administrator, North Carolina Cooperative Extension Program, NC A&T State University or Designee**

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

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

Moore

County Center Extension's  
Office Copy



# MEMORANDUM OF UNDERSTANDING

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Between  
The Board of County Commissioners  
and  
The North Carolina Cooperative Extension Service  
North Carolina State University  
and  
The North Carolina Cooperative Extension Program  
North Carolina A&T State University

NC STATE UNIVERSITY



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TREAT AS ORIGINAL

## PREAMBLE

The North Carolina Cooperative Extension Service (NCCES) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state on subjects related to agriculture and natural resources, family and consumer sciences, 4-H and youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the state.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A&T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program (NCCEP) as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

While representing two separate Universities, the North Carolina Cooperative Extension Service (NCSU) and the North Carolina Cooperative Extension Program (NCA&T) work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

Legislation further provided for a cooperative relationship among three levels of government—federal, state, and county—to ensure that the needs of all three levels are addressed.

The primary purpose of North Carolina Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information—particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; to protecting the environment and natural resources; and to empowering youth and families to lead healthier lives and become community leaders. This is accomplished by Cooperative Extension employees who are charged with carrying out the extension education programs of the university and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. This includes work with adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in the conduct and funding of this work. To this end, the following portions of this Memorandum of Understanding will detail the individual relationships and mutually agreed upon responsibilities of NCSU, NCA&T and each county that signs this agreement.

**TREAT AS ORIGINAL.**

**Part I.**  
**The North Carolina Cooperative Extension Service and  
the North Carolina Cooperative Extension Program will:**

1. Establish minimum requirements and qualifications for employment in Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries of all Extension employees, including County Extension Directors, Extension Agents, Extension Paraprofessionals, Extension Secretaries, and any other Cooperative Extension-based positions.
6. Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.
7. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each fiscal year.
8. Provide funds for official travel necessary to conduct Extension work to the extent that funds are available and for purposes authorized by state and federal policies.
9. Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.
10. Accept responsibility and provide the leadership for administration and supervision for Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements.
11. Develop and administer a personnel management plan that will provide the annual review of each worker's performance, counseling for job improvement where needed, and periodic county program reviews.
12. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development and to assist them in conducting work in these areas.
13. Provide Extension workers with training programs as needed to maintain effective program delivery.
14. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Extension programs are based on the particular needs of people in their respective county

15. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Extension programs and work accomplished.

### **Part II.**

#### **The Board of County Commissioners will:**

1. Provide the County's share of salaries and benefits for Extension personnel.
2. Comply with the State of North Carolina's Worker's Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and program; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCCES/NCCEP, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Extension programs are based on specific needs and meet county programming plans.

### **Part III.**

#### **The North Carolina Cooperative Extension Service, the North Carolina Cooperative Extension Program, and the Board of County Commissioners mutually agree:**

1. That all county Extension employment appointments and separations will be made in consultation between NCCES, NCCEP, or both (based on funding of the position), and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCCES/NCCEP shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in applying affirmative action and equal employment opportunity plans of NCCES/NCCEP.
4. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System be used in granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel. Educational leaves of absence for BPA employees provided under University policy will be reviewed in consultation with the County.

5. That Extension employees will follow county policies relative to office hours, office closings for inclement weather and holidays, and for the management and use of county property.
6. That Extension employees will not be classified under a county classification system.
7. Send-in Provisions of the Cooperative Arrangement
  - 7.1. Transitioning to Send-In
    - 7.1.1. All new hires to Cooperative Extension beginning January 1, 2007, and thereafter, will be covered under the "send-in" payroll arrangement provisions as outlined below.
    - 7.1.2. All current Extension employees in non-send-in payroll arrangements as of October 1, 2006, will have two open-window options in which to convert from "non-send-in" (also known as "regular") to "send-in" per their respective individual choices. There will be two annual conversion windows in which the employees will make their choice. These two annual windows will coincide with the annual NC Flex open-enrollment dates for 2006 and 2007 as published by NC Flex. Employees must communicate their desire to change to "send-in" by submitting an official request form available from the College of Life Sciences Personnel Office at NCSU or NCCEP Administrative office. The change will be effective January 1 of the year following the communication of their choice, either 2007 or 2008. The employee must utilize the NC Flex open-enrollment period to change any applicable benefits except for retirement contributions and health insurance. Outside of these two specific open-enrollment periods, current employees will (1) remain in their respective county's payroll arrangement for the remainder of their employment in their respective county, or (2) change to "send-in" under the provisions outlined in 7.1.3. or 7.1.4. below.
    - 7.1.3. Effective January 1, 2007, and thereafter, all current Extension employees transferring between counties into other Extension positions will be converted to "send-in" upon transfer to the new County.
    - 7.1.4. NCCES/NCCEP will review the total population of non-send-in employees across the state annually each March 1. At such time that the total number of Extension employees across the State falls to or below 50, irrespective of the individual count in any one county, all remaining non-send-in employees will be converted to "send-in" effective January 1 of the next year. NCCES/NCCEP will notify in writing the respective Boards and County Managers by May 1, so that arrangements can be considered in time for the changing fiscal years beginning July 1.
  - 7.2. Establishing Accounts to Operationalize the Send-In Process

To operationalize the "send-in" payroll arrangement, NCCES/NCCEP will establish a Trust Fund Account for the County at NCSU/NCA&T that will serve as the vehicle for the transfer of funds from the County to NCSU/NCA&T for use in paying the county's agreed-upon share of salary and benefits for Extension personnel.

    - 7.2.1. Procedure for Providing Funds to the Account

A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Associate Director of Cooperative Extension via the appropriate District Extension Director. The County Finance Officer,

or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences Personnel Office or the NCA&T Personnel Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

#### 7.2.2. Administration of the Account

The trust account will be maintained in accordance with the respective NCSU or NCA&T accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office or the NCA&T College of Agriculture and Environmental Sciences Business Office, respectively, to ensure the month-end account balance remains zero.

### 7.3. Employee Benefits

#### 7.3.1. Retirement Benefits

All "send-in" Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU or NCA&T employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU or NCA&T.

#### 7.3.2. Taxes and Fringe Benefits

The County will be responsible for providing their proportional share of fringe benefits for all send-in Extension personnel, including but not limited to the following:

7.3.2(a) Employer contributions to all applicable Federal and State taxes.

7.3.2(b) Employer contribution to the State Retirement System per N.C. General Statute §135, or to the Optional Retirement Plan per N.C. General Statute §135-5.1.

7.3.2(c) Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

#### 7.3.3. Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2).

7.3.3(a) The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

7.3.3(a)(1) All secretarial and any other positions designated as SPA (subject to the State Personnel Act); and

7.3.3(a)(2) All Program Assistants/Associates who are not funded

by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

7.3.3(b) NCSU/NCA&T will provide full and direct coverage for their respective Extension employees subject to the respective University's workers' compensation insurance within the respective University's insurance program. Extension employees for whom the respective University will maintain workers' compensation coverage are the following:

7.3.3(b)(1) All County Extension Directors and Extension Agents.

7.3.3(b)(2) All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

7.3.4. NCSU/NCA&T will process severance pay under reductions-in-force (RIFs) as approved under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.

7.3.5. The County will pay its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSP and/or UNC System guidelines, and any bonus leave balance as explicitly approved per each county per year granted, upon an employee's separation.

7.3.6. The County will pay its proportional share of state longevity for SPA employees upon an employee's service anniversary date.

7.3.7. The County will pay its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Extension employees that are subject to Fair Labor Standards Act or North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

7.4 Optional County-paid Salary Increases or Bonuses to Extension Personnel

At their discretion, Counties may award additional permanent salary increases or one-time pay awards to Extension Personnel. If this is so desired by the County under the "send-in" payroll arrangement, this action must be communicated to the appropriate District Extension Director's office no later than the first of any month in which the desired increase or bonus is to be applied.

## 8. Optional Lock-In Provision

This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

### 8.1 Salary Adjustments for SPA Employees under the Lock-in Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for state employees as approved by the General Assembly will serve as the basis for compensation adjustments and both the County and NCSU/NCA&T will adhere to the lock-in plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.1.1. A cross-the-board adjustments,
- 8.1.2. Cost-of-living adjustments (COLA),
- 8.1.3. Merit adjustments,
- 8.1.4. Bonuses (in any form conveyed), and
- 8.1.5. Promotion, classification, market, or equity adjustments.

### 8.2 Salary Adjustments for EPA Employees under the Lock-In Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for University employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU/NCA&T will adhere to the plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.2.1. A cross-the-board adjustments,
- 8.2.2. Cost-of-living adjustments (COLA),
- 8.2.3. Merit adjustments,
- 8.2.4. Bonuses (in any form conveyed), and
- 8.2.5. Promotion, classification, market, or equity adjustments.

### 8.3. Enacting the Lock-in Provision

By signing at this section separately, the County and NCSU/NCA&T shall adhere to the following provisions, guidelines, and procedures.

#### Salary and Benefits

Salaries and benefits, as delineated above in 7.3, may be split on the basis of either (Option A) type of employee (EPA and/or SPA), or (Option B) individual position.

The County and NCSU/NCA&T agree on the following proportional salary and benefits funding percentages, applicable throughout the duration of this Memorandum of Understanding:

8.3. Option A.

All EPA employees 48 % County 52 % NCSU/NCA&T

All SPA employees 57.67 % County 42.33 % NCSU/NCA&T

\* any position added to this county's staff of Extension Personnel subsequent to the effective date of this Agreement will adhere to the above percentages.

	David J. Gummings	Chairman	10/16/06
Board Chair or County Manager Signature	Printed Name	Title	Date

*Signature for Option A Lock-In Provision ONLY*

OR

8.3. Option B. Each position shared per the list of detailed percentages below:

_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T

\* any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NCA&T subsequent to the effective date of this Agreement will document the funding splits in correspondence between this County and NCSU/NCA&T, and will become a part of this Agreement.

_____	_____	_____	_____
Board Chair or County Manager Signature	Printed Name	Title	Date

*Signature for Option B Lock-In Provision ONLY*

9. A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

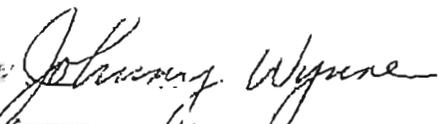
*We are in agreement with the above description of the responsibilities and relationships, and that this Memorandum of Understanding may be reviewed at any time. Each party is responsible for all actions for which they have sole responsibility or for which they take unilateral action.*

Signatures of the persons below authorize execution of this document, commencing on 1-1-07 (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date. Termination of this agreement shall have the effect of withdrawal of Cooperative Extension activities and programs in the County.

Signature:  Date: October 16, 2006  
 Chairperson of the signers  
 Board of County Commissioners  
 Moore County

Signature:  Date: 11-01-06  
 Director  
 North Carolina Cooperative Extension Service  
 North Carolina State University

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Administrator  
 North Carolina Cooperative Extension Program  
 North Carolina A&T State University

Signature:  Date: 11-1-08  
 Director  
 College of Agriculture & Life Sciences  
 North Carolina State University

Distributed in furtherance of the Act of Congress of May 8 and June 30, 1914. North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

TREAT AS ORIGINAL.



**Modification of Existing Memorandum of Understanding  
Change to Payroll Agreement for Moore County**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to Lock-In by Percentage Provision (Option A.)

**Option A. – Lock In by Percentage Provision**

All EPA Employees \_\_\_\_\_ % County \_\_\_\_\_ % NCSU/NC A&T SU

All COSS Employees \_\_\_\_\_ % County \_\_\_\_\_ % NCSU/NC A&T SU

Any position added to this county's staff of Extension Personnel subsequent to the effective date of this modification will adhere to the above percentages.

OR

XX **Change from Lock-In by Percentage Provision (Option A.) to Lock-In by Position Provision (Option B.)**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on November 1, 2006, to Option B. as outlined below.

**Option B. – Lock-In by Position Provision (List each position title and its associated salary percentages.)**

Position Title	Salary Percentage County	Salary Percentage NCSU/NC A&T SU
County Extension Director	50%	50%
COSS Administrative Assistant	50%	50%
4-H Agent	50%	50%
Family & Consumer Science Agent	33%	34%
Ag. Add-On Agent	50%	50%

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NC A&T SU subsequent to the effective date of this modification will have its funding split, documented in correspondence between this County and NCSU/NC A&T SU, and will become part of this agreement.

Signatures of the persons below authorize execution of this document, effective 2/16/16 (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

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

Charles W. King  
Finance Officer  
*Re-audit for next fiscal year*

Chairperson or Designee – Board of County Commissioners

Signature:

[Signature]

Date:

2/16/2016

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature:

[Signature]

Date:

5/25/2016

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE: September 25, 2020**

**SUBJECT: FY2020 5311 Coronavirus Aid, Relief and Economic Security (CARES ACT) Program Supplemental Agreement**

**PRESENTER: Debra Ensminger**

**REQUEST**

Request the Board of Commissioners to approve the FY20 205311 Coronavirus Aid, relief and Economic Security (CARES ACT) Program Supplemental Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

**BACKGROUND**

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. All counties receiving Section 5311/5307 grant funds are eligible to apply for CARES Act funding. Moore County Transportation Services receives Section 5311 grant funding. On June 16, 2020, The Moore County Board of Commissioners approved to enter the Agreement with North Carolina Department of Transportation to receive \$297,268.00 in CARES Act funding. Moore County Transportation Services has been approved for additional funds in the amount of \$231,785.00. The total CARES Act funding for FY2020 is \$529,053.00

**IMPLEMENTATION PLAN**

Upon approval Moore County Transportation Services will forward the executed FY20 5311 CARES ACT Program Supplemental Agreement to North Carolina Department of Transportation.

**FINANCIAL IMPACT STATEMENT**

The additional grant amount for FY20 is \$231,785.00, 100% Federal dollars and will not require a local match.

**RECOMMENDATION SUMMARY**

- 1) Make a motion to approve the FY20 5311 CARES ACT Program Supplemental Agreement between Moore County Transportation Services and North Carolina Department of Transportation in the amount of \$231,785.00.
- 2) Make a motion to allow the Moore County Board of Commissioners chairperson to execute the FY20 CARES ACT funding supplemental agreement as requested by the North Carolina Department of Transportation.

**SUPPORTING ATTACHMENTS**

FY20 5311 CARES ACT Program Supplemental Agreement

**AWARDED GRANT INFORMATION FORM**  
Including all State and Federal financial assistance

Financial Assistance Title/Grant Name: CARES Act Operation Funds Section 5311 Grant

Grantor (State or Federal agency, private foundation etc.): NCDOT

Grantor Contact Person: Myra Freeman

Grantor Phone Number / e-mail: 919-707-4672 /msfreeman1@ncdot.gov

Purpose of Grant Funding: The second allotment of Cares Act Operating 5311 grant will be used for operating and ROAP expenses through July 2021 related to COVID-19

Total Requested: \$ 231,785

Matching Requirement: Local Match: \_\_\_\_\_ State Match: \_\_\_\_\_ Federal Match: 100%

Period Covered: January 2020-July 2021

Grant Number: 20-CA-062-01

Revenue Code: 23032000 36265 Expenditure Code: 23053000 54950

1. Does the assistance include Federal funds (funds from State may originate from a Federal agency)?  YES  NO  
20.509

If yes, list CFDA number (\*required, should be provided in information received from grantor): \_\_\_\_\_

If yes, please provide name of Federal agency: FTA

2. Does the grant period extend over more than one fiscal year?  YES  NO  
If Yes, list fiscal years: FY2020 & FY2021

3. Are you planning to request funds each year?  YES  NO  
If yes, please indicate fiscal years As long as available

4. Is this a reimbursement grant?  YES  NO

5. What are the reporting requirements?  
 Monthly  Quarterly  
 Semi-Annually  At End of Grant

6. Who prepares reports? Sonia Biggs

7. What, if any, long term commitments for the County are involved if we accept the grant funds, i.e. program continuation after grant funding ceases?  
Grant is through July 2021

8. List any laws, acts, or regulations specifying performance requirements of the County:  
None additional to existing

9. Please include any other comments below:

Reimbursement of funds will be on a monthly and quarterly basis

## **INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES**

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

August 26, 2020

Mr. Frank Quis, Chairman  
Moore County  
P.O. Box 905  
Carthage, North Carolina 28327-0905

RE: FY20 Coronavirus Aid, Relief and Economic Security (CARES ACT) Program  
Project No: 20-CA-062-01  
WBS Element No: 49233.44.1.2  
Agreement No: 2000040366  
Period of Performance: 1/20/2020 – 6/30/2021

Dear Mr. Quis:

On August 14, 2020, the North Carolina Board of Transportation approved additional funds in the amount of **\$231,785** to amend Section 5311 CARES ACT Grant.

Originals of the supplemental agreement to be executed between **Moore County** and the North Carolina Department of Transportation are enclosed. The resolution authorizes the Executive Director to enter into this agreement on behalf of your agency.

The project, WBS, and Agreement number referenced above have been assigned to your project. Please refer to these numbers on all correspondence. If you have any questions, please contact Beth Gay at (919) 707-4691 or Myra Freeman at (919) 707-4672 in the Financial Management Section.

Sincerely,

A handwritten signature in cursive script that reads "Heather J. Hildebrandt".

Heather J. Hildebrandt  
Interim Director

HH\mf

Attachments

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NONURBANIZED AREA  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL AGREEMENT FOR  
PUBLIC BODY ORGANIZATIONS  
CORONAVIRUS AID, RELIEF AND  
ECONOMIC SECURITY (CARES ACT)  
PROGRAM – SECTION 5311

CFDA NUMBER: 20.509

**DEPARTMENT OF TRANSPORTATION**

PROJECT NO. 20-CA-062-01

and

WBS ELEMENT NO: **49233.44.1.2**

**MOORE COUNTY**

\*\*\*\*\*

THIS SUPPLEMENTAL AGREEMENT entered into this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_\_ by and between **MOORE COUNTY** (hereinafter referred to as the "Contractor"),  
and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to  
as the "Department"), witnesseth that:

WHEREAS, the Contractor heretofore entered into an agreement with the Department  
to implement, carry out capital projects funded with Federal Transit Administration  
5311 grant program funds administered by the State; and

WHEREAS, the said agreement dated **JULY 1, 2020** sets forth the purpose of the  
Agreement and the public transportation capital projects and services as described in  
the project application (hereinafter referred to as "Project") properly prepared,  
endorsed, approved and transmitted by the Contractor to the Department, and states  
the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or  
amend the agreement when there is a change in project circumstances or information  
causing an inconsistency with the terms of the Agreement and requires said  
agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project  
Agreement to correct language in Section 5: Cost of Project/Project Budget;

NOW THEREFORE, in consideration that the Department has determined that the  
Agreement be revised as follows:

**That language appearing in Section 5 of the agreement and reading as follows:**  
Section 2: Project Implementation.

b. Cost of Project. The total cost of the Project approved by the Department is **TWO HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED SIXTY-EIGHT DOLLARS (\$297,268)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

<b>Operating WBS</b>	Operating Total	Operating Federal (100%)	Operating State (0%)	Operating Local (0%)
49233.44.1.2	\$ 297,268	\$ 297,268	\$0	\$0
Agreement #2000040366				
<b>Project Total</b>	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$ 297,268	\$ 297,268	\$0	\$0

**Be, and hereby amended and revised to read as follows:**

Section 5. Project Implementation.

- b. Cost of Project. The Project Operating budget is increased by **\$231,785** to provide additional funding operational needs due to Covid-19. The project budget is amended as follows: Federal: **\$529,053**, State: \$0, Local: \$0.
- c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department as **FIVE HUNDRED TWENTY-NINE THOUSAND FIFTY-THREE DOLLARS (\$529,053)**. The Department shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

<b>Operating WBS</b>	Operating Total	Operating Federal (100%)	Operating State (0%)	Operating Local (0%)
49233.44.1.2	\$529,053	\$529,053	\$0	\$0
Agreement # 2000040366				
<b>Project Total</b>	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$529,053	\$529,053	\$0	\$0

IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **MOORE COUNTY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated JULY 1, 2020.

**MOORE COUNTY**

BY: \_\_\_\_\_  
TITLE: **CHAIRMAN** \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_  
TITLE: **DEPUTY SECRETARY FOR MULTI-MODAL  
TRANSPORTATION** \_\_\_\_\_

ATTEST: \_\_\_\_\_  
TITLE: **SECRETARY** \_\_\_\_\_

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PUBLIC TRANSPORTATION DIVISION  
 PROJECT NUMBER: 20-CA-062-01  
 APPROVED BUDGET SUMMARY  
 EFFECTIVE DATE AUGUST 14, 2020

PROJECT SPONSOR: MOORE COUNTY  
 PROJECT DESCRIPTION: FY2020 CORONAVIRUS AID, RELIEF AID, RELIEF AND ECONOMIC SECURITY (CARES ACT)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING- 49233.44.1.2 \$529,053  
 PERIOD OF PERFORMANCE JANUARY 20, 2020 - JUNE 30, 2021

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
OPERATING AGREEMENT #	49233.44.1.2	100%	100%	0%	0%
		\$529,053	\$529,053	\$0	\$0
TOTAL		\$529,053	\$529,053	\$0	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET  
EFFECTIVE AUGUST 14, 2020

PROJECT: 20-CA-062-01  
SPONSOR: MOORE COUNTY  
WBS: 49233.44.1.2

DEPARTMENT 4522 - OPERATING		APPROVED BUDGET
<u>OBJECT-TITLE</u>		<u>BUDGET</u>
G315	EMER RELIEF – OPERATING 100% activities	\$ 350,284
G849	Other Contra Accounts	\$ (53,016)
	<b>TOTAL OPERATING</b>	<b>\$ 297,268</b>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PUBLIC TRANSPORTATION DIVISION  
 APPROVED PROJECT BUDGET  
 EFFECTIVE DATE AUGUST 14, 2020

PROJECT: 20-CA-062-01  
 SPONSOR: MOORE COUNTY  
 WBS: 49233.44.1.2

<u>DEPARTMENT 5311 - OPERATING</u>		
<u>OBJECT-TITLE</u>	<u>APPROVED BUDGET</u>	<u>+ / - CHANGE</u>
G315 EMER RELIEF – OPERATING 100% activities	\$ 350,284	231,785
G849 Other Contra Accounts	\$ (53,016)	
<b>TOTAL OPERATING</b>	<b>\$ 297,268</b>	

-----  
-----  
PROPOSED  
BUDGET  
\$ 582,069  
\$ (53,016)  
**\$ 529,053**

PROGRAM SUMMARY SHEET REQUIREMENTS



**NORTH CAROLINA**  
Department of Transportation

<b>CARES Act: 5311 RURAL FORMULA PROGRAM</b>
<b>FEDERAL</b>

**Operating, Capital, Planning – CARES Act**

<p><b>PRINCIPLE</b></p>	<p>The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.</p> <p>This guidance is for all subrecipients receiving 5311 Capital, Administrative, and Operating program assistance to support public transportation in rural areas with populations of less than 50,000).</p>
<p><b>ELIGIBLE SUBRECIPIENTS</b></p>	<p>In order to be eligible to apply for these funds, subrecipients must have a signed Resolution from the Board of County Commissioners for each County served, designating the subrecipient as the 5311 recipient in its jurisdiction. Starting in FY 2018, these Resolutions are updated on a 5-year basis and are part of the grant application process.</p> <p>North Carolina’s coordinated approach to service delivery allows a single applicant within each designated service area.</p> <p>The project number will be identified as YY-CA-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.</p>
<p><b>ELIGIBLE SERVICE and SERVICE AREA</b></p>	<p>General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of the Section 5311 program is to enhance the overall mobility of people living in rural areas. Therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public. However, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.</p>
<p><b>FINANCIAL CAPACITY and MANAGEMENT</b></p>	<p>PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15-days.</p>
<p><b>AUDIT REPORTS and FINANCIAL STATEMENTS</b></p>	<p>Subrecipients that expend more than \$500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.</p>
<p><b>VEHICLE TITLES</b></p>	<p>Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT’s Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.</p>

PROGRAM SUMMARY SHEET REQUIREMENTS

<b>INSURANCE</b>	Subrecipients will maintain insurance as defined in the procedures.
<b>MAINTENANCE</b>	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.
<b>INCIDENTAL USE</b>	PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.
<b>PROGRAM REPORTING AND</b>	NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. <b><u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u></b>
<b>OVERSIGHT</b>	NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. <b><u>Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).</u></b>
<b>REFERENCES</b>	<a href="#">Section 5311 Circular - C 9040.1G;</a> <a href="#">Award Management Requirements 5010.1E;</a> <a href="#">09 NCAC 03M</a> <a href="#">Third Party Contracting Guidance 4220.1F</a> <a href="#">NCDOT's Business Guide</a> <a href="#">Federal Transit Administration</a> Annual Certifications and Assurances and Agreements Additional Terms & Conditions in the agreement State Management Plan PTD 5311 application overview and program material
<b>UPDATES/REVISIONS</b>	Original Date: April 22, 2020 Last Amended Date:



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

October 1, 2020

Sonia Biggs  
Moore County Transit  
1048 Carriage Oaks Dr, Carthage, NC 28327

Dear Sonia Biggs,

In March 2020, Congress passed the CARES Act providing nearly \$95 Million in funding to North Carolina rural transit systems. These funds are intended to offset local revenue losses and aid in COVID-19 response and recovery efforts. The North Carolina Department of Transportation (NCDOT) is the recipient of CARES Act 5311 program funding and has established disbursement strategies for approximately \$70 Million so far. Over \$47 Million has been set aside for Community Transportation (CT) systems, including over \$20 Million announced in May 2020 and an additional \$27 Million announced in August 2020. Although it is evident that NC transit systems need financial support – particularly with the loss of FY 21 state transit funding resulting from NC House Bill 77 passed in July 2020 – thus far less than \$8 Million in CARES Act reimbursement claims have been submitted (less than 20% of the amount available).

A total of \$529,053 in CARES Act funding is available for your transit system, including \$297,268 in funding from NCDOT's first funding disbursement announced in May 2020 and \$231,785 in funding from NCDOT's second funding disbursement announced in August 2020 (including Appalachian funding for eligible systems). As of September 28, 2020, your agency has submitted reimbursement claims totaling \$206,476, leaving \$322,577 (or 61%) unclaimed and available for reimbursement of eligible expenses. To access these funds, each agency must have a funding agreement in place with NCDOT before beginning to request reimbursement for eligible expenses. As of September 28, 2020, your funding agreement with NCDOT is approved and claims may be submitted for reimbursement. Note that your original agreement only covers the first CARES Act disbursement announced in May and must be amended to include the second disbursement announced in August.

As a reminder, all operating expenses – including staff salary and benefits, fuel, utilities, equipment, and supplies – are eligible for CARES Act funding. Once an agreement is in place, claims must be submitted through the Enterprise Business Services (EBS) system with supporting documentation. For more information about the claims process, go to the Public Transportation Connect NCDOT webpage or talk with the Planner/Mobility Development Specialist (MDS) from the Integrated Mobility Division (IMD) assigned to your transit system.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1501 MAIL SERVICE CENTER  
RALEIGH, NORTH CAROLINA 27699-1550

*Telephone:* 919-707-4670  
*Fax:* 919-733-1391  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

Understandably, systems have taken a cautious budgeting approach and are preserving as much leverage as possible due to extreme local and state funding uncertainty. However, in order to justify the need for additional funding, transit systems and NCDOT must be able to show that all existing funding sources – particularly CARES Act funding – are needed and being utilized. Please consider these factors when developing budgeting strategies and determining how to pay for services.

If your agency has any questions or concerns regarding the CARES Act agreement or reimbursement processes, we are happy to provide additional guidance and assistance. Please contact me at 919-707-2601 or by email at [hjhildebrandt@ncdot.gov](mailto:hjhildebrandt@ncdot.gov) with any questions or concerns.

Sincerely,

Heather Hildebrandt  
Interim Director  
Integrated Mobility Division, NCDOT

cc:

Caroline Xiong, Moore County Finance Manager  
Wayne Vest, Moore County Manager

**Agenda Item:** III.I.  
**Meeting Date:** 10/20/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Moore County Solid Waste  
**DATE:** 10/8/2020  
**SUBJECT:** Due Diligence Extension Contract Amendment  
**PRESENTER:** David Lambert, Solid Waste Director

**REQUEST:**

Approve a contract amendment to extend the due diligence period for the purchase of the Morris Property (adjacent to the Moore County Landfill) for an additional 60 days.

**BACKGROUND:**

The property at 456 Turning Leaf Way is home to both the Moore County Landfill and the Aberdeen convience site. A contract to purchase an adjacent property (PAR ID: 00053463) was signed by Moore County on September 1, 2020. The agreement contained several contingencies for purchase. Moore County Solid Waste has requested, to a 60-day extension to gather additional information. The Seller has agreed

**IMPLEMENTATION PLAN:** Not applicable

**FINANCIAL IMPACT STATEMENT:** This has already been pre-audited and there is no additional consideration for the 60 day due diligence extension.

**RECOMMENDATION SUMMARY:**

Make a motion to approve a contract amendment purchasing a portion of the Morris Property (PAR ID: 00053463) to all an additional 60 days in the due diligence period.

**SUPPORTING ATTACHMENTS:**

Contract Attachment.

**AMENDMENT TO CONTRACT OF SALE**

MORRIS PROPERTIES, INC. as Seller and COUNTY OF MOORE as Buyer previously entered into that certain Contract of Sale (the "Contract") dated September 1, 2020 relating to the sale and purchase of a tract or parcel of land located in Sandhills Township, Moore County, North Carolina, containing 14.25 acres and being a part of a +/-52.58 acre tract of land owned by Morris Properties, Inc. described in Deed Book 511, Page 566, Moore County Registry. In connection therewith, the Buyer and Seller have agreed to extend the Due Diligence Date set forth in Section 3. c. of the Contract for an additional sixty (60) days, from November 1, 2020 to December 31, 2020.

In all other respects, the terms of the Contract remain unchanged and are herewith ratified.

This the \_\_th day of October, 2020.

**SELLER:**

MORRIS PROPERTIES, INC.



C. Morris Walker, President

**BUYER:**

COUNTY OF MOORE

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

Attest: \_\_\_\_\_

Laura M. Williams  
Clerk to the Board

Meeting Date: October 20, 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** October 9, 2020

**SUBJECT:** WPCP Paving Project

**REQUEST:**

Authorize the Chair to execute the Contract Amendment No. 3 with Riley Paving Inc. in the amount of \$22,208.52 for paving and resurfacing the roads at the Water Pollution Control Plant.

**BACKGROUND:**

The roads at the Moore County Water Pollution Control Plant were in poor condition and needed to be repaired. Riley Paving Inc was the low bidder. This Contract Amendment No. 3 will complete the project construction. The actual measured quantities installed were greater than the unit price bid items on the contract bid form.

**IMPLEMENTATION PLAN:**

Authorize the Chair to approve and execute Contract Amendment No. 3 with Riley Paving Inc.

**FINANCIAL IMPACT STATEMENT:**

This was a budgeted capital item for fiscal year 2020. The final contract amount will be \$386,061.25.

**RECOMMENDATION SUMMARY:**

Motion to approve Contract Amendment No. 3 with Riley Paving Inc. for WPCP Paving in the amount of \$22,208.52 and authorize the Chair to sign.

**SUPPORTING ATTACHMENTS:**

Contract Amendment No. 3

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 3

COUNTY OF MOORE

This Contract Amendment No. 3 (this "Amendment"), is made this 7th day of October, 2020, between the County of Moore (the "County") and Riley Paving, Inc. (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on April 6, 2020, which was for a paving project at the Moore County Water Pollution and Control Plant (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated June 24, 2020, increasing the amount not to exceed by \$18,105.70, to add additional paving in Area 8A; and

WHEREAS, the County and Contractor previously amended the Contract Amendment No. 1, increasing the amount not to exceed by \$19,880.84 to add paving Areas 4B and 8B to the scope of services in Contract Amendment No. 2, dated September 1, 2020,; and

WHEREAS, due to a final pricing adjustment, the County and Contractor now desire to amend Contract Amendment No. 2 to increase the not to exceed by \$22,208.52, from \$363,852.73 to \$386,061.25; and to amend the Original Agreement to extend the term from September 30, 2020 to November 30, 2020.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 2 of the Original Contract will be amended to read, "The term of this Contract is from April 7, 2020 through October 31, 2020.
2. Number one of Contract Amendment No. 2 will be amended to read, "During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$386,061.25 as full compensation for the provision of services as provided herein."
3. Except as provided for by this Amendment No. 3., the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 3 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

RILEY PAVING, INC.

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

\_\_\_\_\_  
Debbie Riley  
Corporate Secretary

ATTEST

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

PREAUDIT CERTIFICATE

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

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

**Agenda Item:** III.K.  
**Meeting Date:** 10/20/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** October 9, 2020

**SUBJECT:** Grace Paving Contract Award

**PRESENTER:** Randy Gould, PE

**REQUEST:**

Award a paving contract to Grace Paving, LLC for an annual not to exceed amount of \$120,000 and authorize the Chairman to sign.

**BACKGROUND:**

Informal bids were requested from paving vendors. Only one bid was received from Grace Paving on August 20, 2020. The proposed contract is for as needed and emergency asphalt patching and repair services for Moore County Public Works.

**IMPLEMENTATION PLAN:**

Award contract.

**FINANCIAL IMPACT STATEMENT:**

Bid Price is \$400 per ton of asphalt pavement in place. Estimated annual cost for this contract is approximately \$120,000. The contract is for a five-year period.

**RECOMMENDATION SUMMARY:**

Make a motion to award a paving contract to Grace Paving, LLC for an annual not-to-exceed amount of \$120,000 and authorize the Chairman to sign the contract upon approval of the County Attorney.

**SUPPORTING ATTACHMENTS:**

Contract

**STATE OF NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**COUNTY OF MOORE**

This Contract is entered into the 5th day of October, 2020, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Grace Paving, LLC (the "Contractor").

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

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

**2. TERM OF CONTRACT**

The term of this Contract is from October 5, 2020 through September 25, 2025.

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

**3. PAYMENT TO CONTRACTOR**

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$120,000.00 per year** 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 PUBLIC WORKS  
ATTN: RANDY GOULD, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR: GRACE PAVING, LLC  
ATTN: TERRY D. PATTERSON  
280 MONROE RD.  
CARTHAGE, NC 28327

#### **17. AUDIT RIGHTS**

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

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

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

#### **19. EQUIPMENT**

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

#### **20. PRIORITY OF DOCUMENTS**

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

#### **21. SEVERABILITY**

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

#### **22. NON-WAIVER**

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

#### **23. ENTIRE AGREEMENT**

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

**24. AMENDMENT**

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

**25. DRAFTED BY BOTH PARTIES**

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

**26. HEADINGS**

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

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

**COUNTY OF MOORE**

**GRACE PAVING, LLC**

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

DocuSigned by:  
Terry Patterson  
Grace Paving  
\_\_\_\_\_  
DAB8C887411594E7...  
Terry D. Patterson

**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 provide all necessary supervision, labor, materials, and equipment required for routine and emergency Asphalt patching and repair services.

Utility cut repair and patching work shall consist of placement of no less than two (2") inches compacted NCDOT Type SF-9.5B bituminous concrete surface course to provide final repair of utility cuts previously made on asphalt roadways. Price per ton shall include all work, materials, traffic control, and equipment necessary to repair utility cuts properly and safely. Price shall also include minor *cleanup work* for each trench to be repaired. Cleanup work shall include re-cutting of edges where necessary to provide a clean vertical face for the patch, removal of all loose stone/asphalt, removal of at least two (2") inches of trench backfill stone to allow the finished asphalt patch to be flush with the existing pavement, and tracking of all edges with AC tack to provide a proper bond. In the event the Contractor encounters a trench that has been poorly backfilled or has settled and needs compaction, he shall immediately notify the Distribution Supervisor of Moore County Public Works or its agent for correction. Once the repair has been made, asphalt surface course shall be warranted by the Contractor for a period of one (1) year.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE: September 28, 2020**

**SUBJECT: Quasi-Judicial Hearing for a Conditional Use Permit-Major Conventional Subdivision-Preliminary Plat Leatherwood – ParID 00991748**

**PRESENTER: Debra Ensminger**

**REQUEST:**

David Upchurch and Lee Humphrey is requesting a Conditional Use Permit for a Major Conventional Subdivision Preliminary Plat approval (Leatherwood) for 5 lots on 12.47 acre parcel, located on Vass-Carthage Road, Carthage, owned by Marylin Garner & Others, as identified in Deed Book 1509 Page 45; Deed Book 2008E Page 280; Deed Book 2005E Page 414.

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

**BACKGROUND:**

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

**DENSITY**

The current zoning of the property would allow for a maximum of 14 dwelling units on the property. The developer is proposing 5 lots within the development which is less than the maximum allowed.

**CLEARING & GRADING LIMITS**

A maximum disturbance area of no more than 75% of a lot may be cleared of natural vegetation or disturbed. This would allow 25% of each lot to be preserved and must be delineated in each lot.

**OPEN SPACE**

A Conventional Major Subdivision requires at least 5% of the tract to be subdivided and preserved as public or private recreation and/or open space including the preservation of natural or cultural resources and/or to serve the leisure needs of the residents of the subdivision.

### **WATER AND SEPTIC:**

- Water – The developer proposes to tap onto Moore County Water. The Public Works Department has reviewed and given preliminary approval of the project. There is adequate water supply and storage to serve the proposed Leatherwood development.
- Fire Flow – The Fire Marshal has reviewed the flow test and water model results and based on the presented plans of the project there is adequate water supply to meet the required gallons per minute (GPM) fire flow.
- Septic – The development will utilize individual private septic systems. The applicant shall submit a lot-by-lot evaluation for septic system capacity for approval before final plat approval.

### **OVERLAY DISTRICTS:**

- Watershed – The property is within the WS-III-BW Little River (Vass) Watershed which limits single family residential development to two (2) dwelling units per acre or 20,000 square foot lot excluding the street right-of-way. The proposed project meets the watershed regulations.
- High Quality Water District – The property is located within a High-Quality Water District. The applicant will receive low density stormwater plan approval from the North Carolina Department of Environmental Quality (NCDEQ) before any construction begins.
- Wetlands – There are wetlands located on the property, though they are located outside of the project area.
- Floodplain – The 100-year floodplain is not present on site.
- Voluntary Agricultural District – The property is located within a half mile of a VAD.
- Highway Corridor Overlay District – The property is not located within an HCOD.

### **TRANSPORTATION:**

North Department of Transportation has approved the developer to utilize shared driveways for this project.

### **STORMWATER**

The applicant's engineer confirms the stormwater management plans will be designed to protect to the ten (or) twenty-five-year storm level and designed & constructed to North Carolina Department of Transportation standards.

### **ADDITIONAL CONDITIONS**

In approving an application, the Board of Commissioners may attach fair and reasonable conditions to the approval which assure that the required findings are upheld. 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, and other reasonable restrictions.

## **REQUIRED FINDINGS**

In recommending the Conditional Use Permit the following findings must be met:

1. The use will not materially endanger the public health or safety.
2. The use meets all required conditions and specifications.
3. The use will not substantially injure the value of adjoining property unless the use is a public necessity;
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood; and
5. The use will be in general conformity with the approved Moore County Land Use Plan. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure, Recommendation 3.1: Maximize accessibility among living, working, and shopping areas, Action 3.1.1: Adopt policies that encourage development of mixed land uses, as appropriate, to provide easy access, reduce travel time, and improve convenience among uses surrounding the County's established towns and villages.

## **ACTION BY THE SUBDIVISION REVIEW BOARD**

The Subdivision Review Board recommended approval of the proposed preliminary plat on September 22, 2020 as submitted with the following conditions prior to going before the Moore County Board of Commissioners: NCDOT approval and Subdivision Administrator approval. The preliminary plat has met these requirements.

## **FINANCIAL IMPACT STATEMENT**

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

## **RECOMMENDATION**

Staff recommends the Moore County Board of Commissioners to approve or deny the proposed preliminary plat as submitted with the following conditions:

The developer shall complete the following items before construction begins or as otherwise indicated:

- a. Subdivision Decision Sign – The applicant shall post a “Subdivision Decision” sign on the site and provide evidence to the Administrator within 10 days of preliminary plat approval, including contact information of the Administrator, for a minimum of 10 days to notify the neighbors of the subdivision decision, or the plat shall be null and void.
- b. Inspections Schedule – The applicant, prior to commencing any work within the subdivision, shall plan with the Administrator to provide for adequate inspections.
- c. Utility Construction Plans – Shall be approved by the Moore County Public Utilities, Fire Marshal, and other applicable agencies.
- d. NCDOT Driveway Permit Approval.
- e. Sediment Erosion Control Plan Approval by NCDEQ prior to any site disturbing activity.
- f. Mail Kiosk -Installation approval by Building Inspections.
- g. Soil Evaluations Report – For each lot submitted by a licensed Soil Scientist as approved by the Moore County Environmental Health Department required before final plat approval.
- h. Street Tree Details – Approved by the Planning Department (installation and inspection required before a Certificate of Occupancy is issued for each lot).
- i. HOA – Bylaws and restrictive covenants approved before final plat approval to include that open space, cluster mailboxes, streets, and common areas will be maintained by the HOA.

***Leatherwood– Conditional Use Permit – Staff Report***

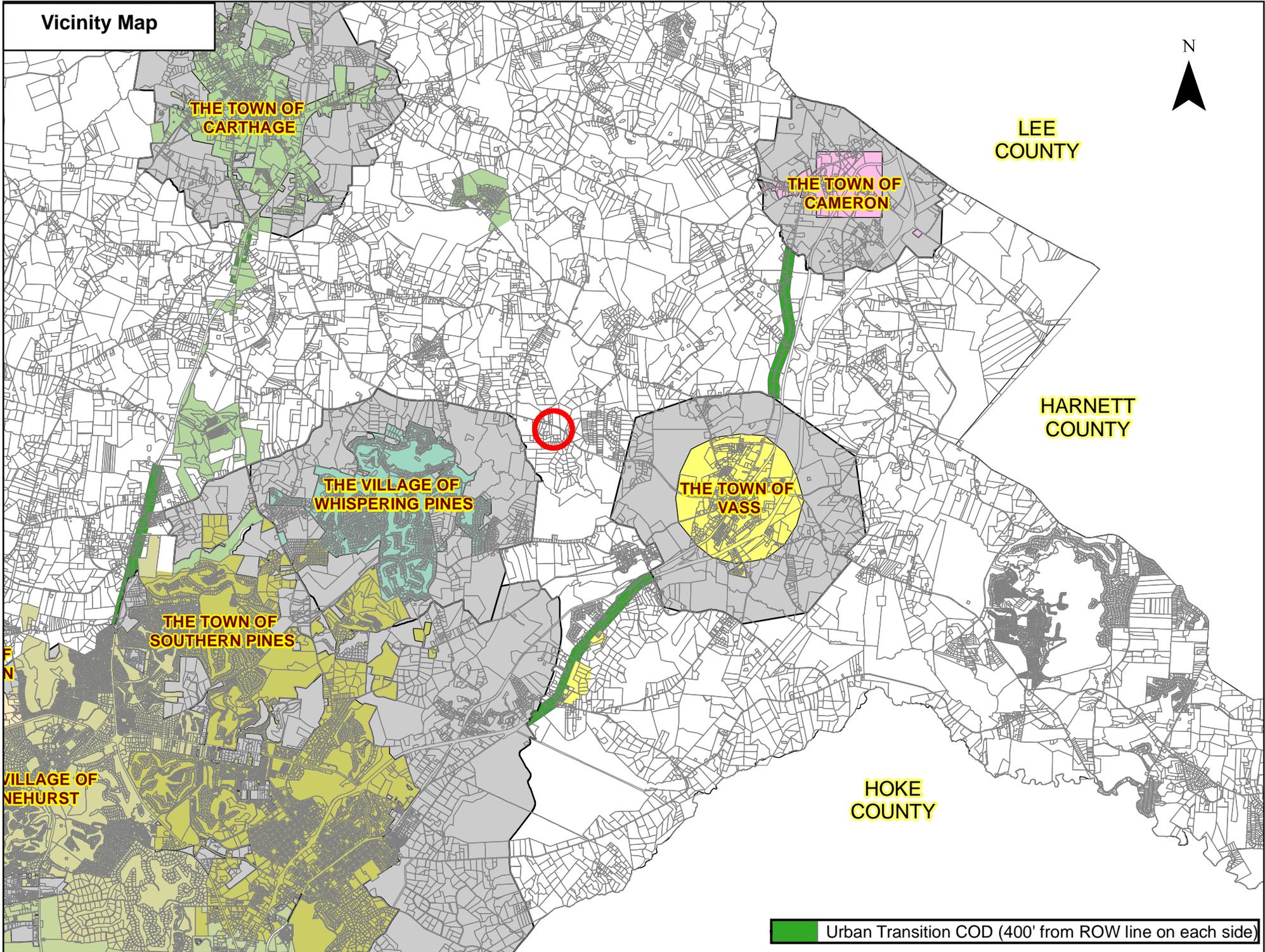
- j. All other provisions as indicated in Chapter 18 of the Unified Development Ordinance, and any other applicable local and state requirement, before construction begins and/or final plat approval.

**Motion:** Make a motion to approve / deny the Conditional Use Permit for a Major Conventional Subdivision Preliminary Plat for 5 lots on a 12.47 acre parcel, located on Vass-Carthage Road, Carthage, owned by Marilyn Garner, as identified in Deed Book 1509 Page 45 with provided staff recommended conditions.

**ATTACHMENTS**

- Vicinity Map
- Land Use Map
- Zoning Map
- Preliminary Plat
- Conditional Use Permit Application
- Deed Book 1509 Page 45

Vicinity Map



THE TOWN OF  
CARTHAGE

LEE  
COUNTY

THE TOWN OF  
CAMERON

HARNETT  
COUNTY

THE VILLAGE OF  
WHISPERING PINES

THE TOWN OF  
VASS

THE TOWN OF  
SOUTHERN PINES

VILLAGE OF  
NEHURST

HOKE  
COUNTY

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

Land Use Map

VASS-CARTHAGE

Single Family Dwelling

Farm

FANCY ACRES

Single Family Dwelling

Undeveloped

Madison County

Undeveloped

Undeveloped

Manufactured Homes

RAYMAR

FOUR CORNERS

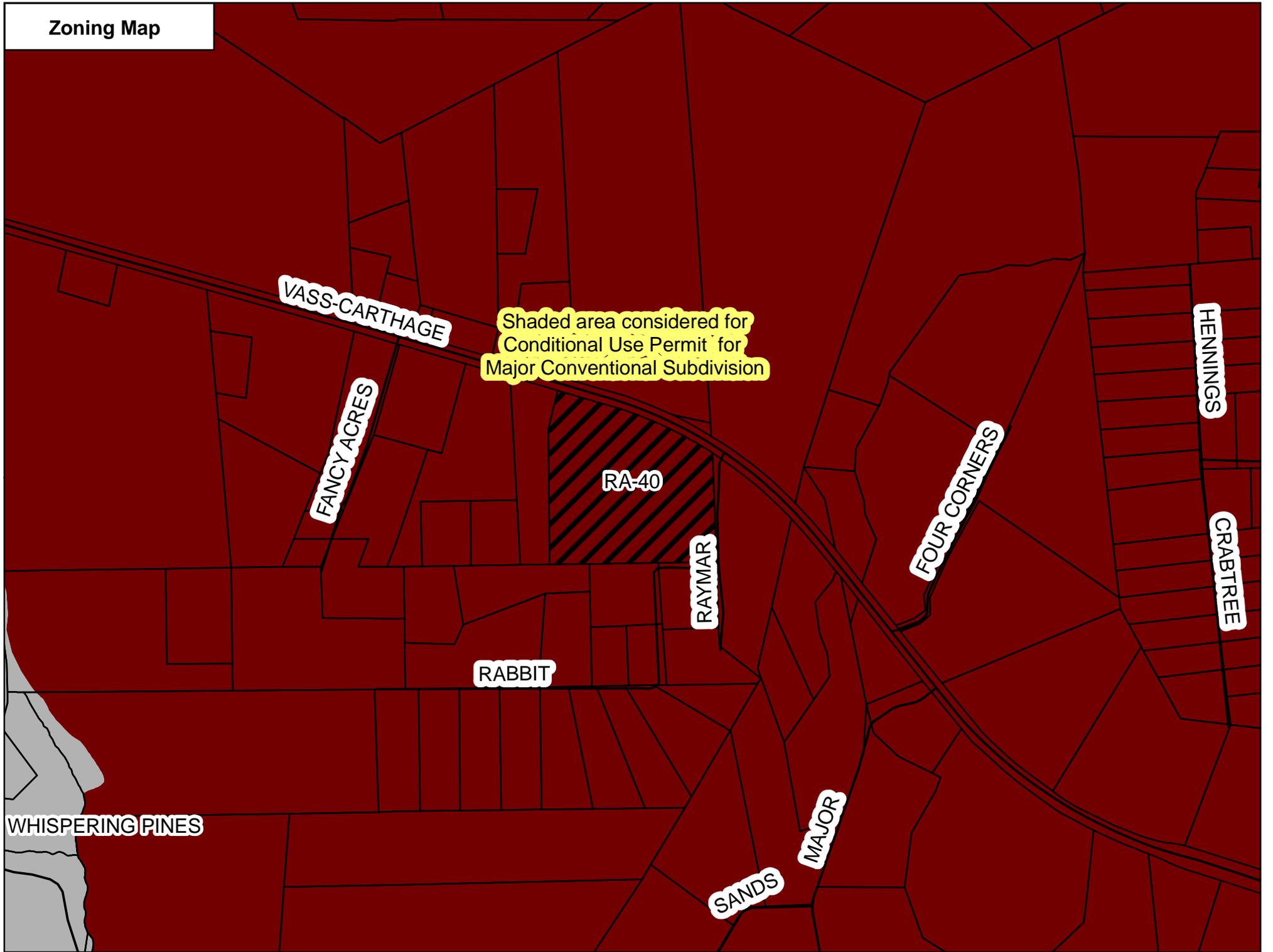
RABBIT

MAJOR

tax parcels



Zoning Map



Shaded area considered for Conditional Use Permit for Major Conventional Subdivision

RA-40

VASS-CARTHAGE

FANCY ACRES

RAYMAR

RABBIT

SANDS

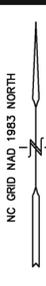
MAJOR

FOUR CORNERS

HENNINGS

CRABTREE

WHISPERING PINES



**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).

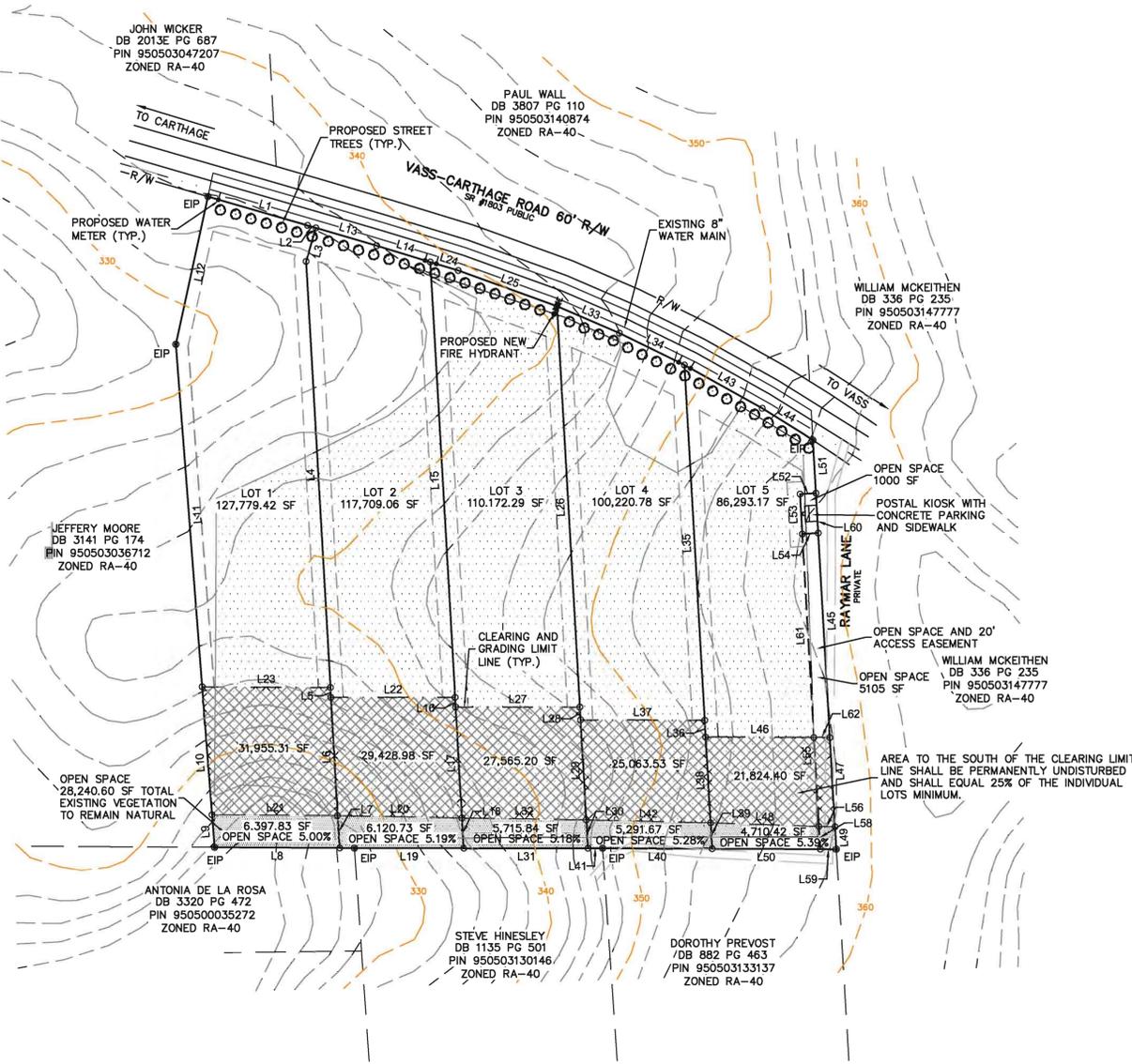
PRIMARY FIRE AND RESCUE - CYPRESS POINT.  
SECONDARY FIRE AND RESCUE - WHISPERING PINES

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
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

Line #	Length	Direction
L62	20.038	S89° 46' 25.79"E

**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 \_\_\_\_\_

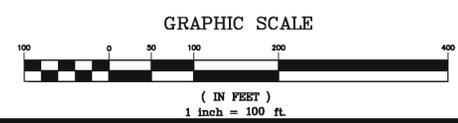
**PRELIMINARY FOR REVIEW ONLY NOT FOR RECORDATION**

**PRELIMINARY PLAT LEATHERWOOD CONVENTIONAL MAJOR SUBDIVISION**

MCNEILL TOWNSHIP  
MOORE COUNTY NORTH CAROLINA  
AUGUST 2020 SCALE 1"=100'



**Double D.E. engineering, PLLC**



150 S. Page Street • Southern Pines, NC 28387 • (910) 684-8646 • Cert. No. P-1275



APR 3 13 04

# PLANNING & COMMUNITY DEVELOPMENT



P.O. Box 905  
1048 Carriage Oaks Drive  
Carthage, NC 28327  
Planning: 910.947.5010  
Central Permitting: 910.947.2221  
Fax: 910.947.1303  
www.moorecountync.gov

## Subdivision Review Application

LRK 00991748 Date 8-19-20 Zoning District RA-40

### Type of Subdivision:

- Review Officer Only Town: \_\_\_\_\_
- Level 1 Minor
- Level 2 Minor
- Family Subdivision
- Exempt Subdivision
- Major-Neighborhood Conservation Option
- Major-Conventional Option
- Planned Unit Development

Total Number of Lots Proposed (including parent tract): 5 Acreage of Existing Parcel: 12.47

Applicants Name DAVID T. UPCHURCH

Address 244 NATIONAL DR. PINEHURST, N.C. 28374

Phone 910-639-5898 Fax \_\_\_\_\_

Property Owners Name DAVID T. UPCHURCH

Location of Property 4148 VASS-CARTHAGE RD. VASS, N.C

Surveyor Name: JEFF GREEN Phone: 910-975-2306

- Utilities:
- Public Water
  - Public Sewer
  - Private Well(s)
  - Private Septic Tank(s)

Subdivision will involve the creation of new roads or streets:  YES  NO

Type of streets proposed  Public  Private

### For Office Use Only:

#### Review Officer Checklist

- LRK
- Owners Name
- Approval Signature by Jurisdiction  
Name: \_\_\_\_\_
- Township \_\_\_\_\_
- City \_\_\_\_\_
- State \_\_\_\_\_
- North Arrow Reference: \_\_\_\_\_
- Scale Text
- Scale Bar Scale of Map: \_\_\_\_\_
- Survey Statement
- Meets Size Requirements
- Surveyor Signature
- Surveyor Seal Reg Number \_\_\_\_\_
- Change to Existing Street
- New Public Street Dedication

Approved by: \_\_\_\_\_ Approved Date \_\_\_\_\_

Requires Subdivision Review Board Approval  YES  NO Meeting Date: \_\_\_\_\_

DAVID T UPCHURCH  
244 NATIONAL DR  
PINEHURST, NC 28374

ES-26-20

3143  
66-112/531

PAY *for the order of* **WEDDE D. PLANNING DEPT** \$ **1062.10**

*One thousand ninety two & 10/100 dollars*

**BBET**  
BRANCH BANKING AND TRUST COMPANY  
1-800-454-6666 (EXT. 9991) WWW.BBET.COM

**EquiLife**  
Member of BBET

*David T. Upchurch*

For  ⑆053101121⑆0005117421556⑆03143

Member Since

Photo Deposit  
Includes QR Code

PERMITS/INSP PAYMENT RECPT#: 1156094  
COUNTY OF MOORE  
205 South Ray Street  
Carthage NC 28327

DATE: 08/21/20 TIME: 11:34  
CLERK: medwards DEPT:  
CUSTOMER#: 0

COMMENT:

CHG: 30000 ZONING AND ORDI 1062.10

AMOUNT PAID: 1062.10

PAID BY: DAVID T UPCHURCH

PAYMENT METH: CHECK

3143

REFERENCE:

AMT TENDERED: 1062.10

AMT APPLIED: 1062.10

CHANGE: .00

May 14 2 41 PM 1999

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

008867

Excise Tax \$

Recording Time, Book and Page

TAX ADDRESS RECORDING STAMPS TOTAL	Parcel Identifier No.
	County on the day of , 19

Mail after recording to Thigpen and Jenkins, 131 South Middleton Street, Robbins, NC 27325-0792

This instrument was prepared by FRANK C. THIGPEN, THIGPEN AND JENKINS, LLP 98-939

Brief description for the Index

15 1/7 ACRES

### NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 10th day of May, 1999, by and between

**GRANTOR**

DONALD EDGAR GARNER, and wife  
CAROL FRYE GARNER

**GRANTEE**

CLAUDIE RALPH GARNER  
5796 US Hwy 1  
Vass, NC 28394

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_ Township,

MOORE County, North Carolina and more particularly described as follows:

Lying on the South side of the Sand Clay Road, BEGINNING at a stake by the Sand Clay Road in J.P. Garner's line, thence on said line South 26 deg. 9.25 chains to a stake Fred Taylor's corner; thence on Taylor's line North 88 1/2 deg. West 13.50 chains to a stake; thence North 2 deg. West 13.18 chains to a stake by the Sand Clay Road; thence along the road South 72 1/2 deg. East 1445 chains to the first station containing 15 1/7 acres, more or less. Less and excepting any protions sold from said property. For further reference see Deed Book 81, Page 399, Moore County Registry. Subject to all liens and unpaid property taxes, rights of ways, easements or other encumbrances of record.

The law firm of Thigpen and Jenkins, LLP has neither searched nor certifies title to the above tract of land.

*Thigpen*

The property hereinabove described was acquired by Grantor by instrument recorded in Book 81, Page 399

A map showing the above described property is recorded in Plat Book ..... page .....

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

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

.....  
(Corporate Name)  
By: .....  
..... President  
ATTEST:  
.....  
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

*Donald Edgar Garner* ..... (SEAL)  
DONALD EDGAR GARNER  
*Carol Frye Garner* ..... (SEAL)  
CAROL FRYE GARNER  
..... (SEAL)  
..... (SEAL)



USE BLACK INK ONLY  
NORTH CAROLINA, ..... MOORE ..... County.  
I, a Notary Public of the County and State aforesaid, certify that DONALD EDGAR GARNER and wife CAROL FRYE GARNER Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this <sup>13th</sup> day of <sup>May</sup> 19<sup>99</sup>.  
My commission expires: 12-3-2000 *Diana T. Arnold* Notary Public

USE Black Ink  
NORTH CAROLINA, ..... County.  
I, a Notary Public of the County and State aforesaid, certify that ..... personally came before me this day and acknowledged that ... he is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary. Witness my hand and official stamp or seal, this ..... day of ....., 19.....  
My commission expires: ..... Notary Public

North Carolina--Moore County  
The foregoing Certificate(s) of *Diana T. Arnold, Notary Public*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Judith M. Adams REGISTER OF DEEDS FOR Moore COUNTY  
By *Judy O. Martin* Deputy/Assistant-Register of Deeds.

**MEMORANDUM TO:** MOORE COUNTY BOARD OF COMMISSIONERS  
**FROM:** Rachel Patterson, GIS  
**DATE:** October 20, 2020  
**SUBJECT:** Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance  
**PRESENTER:** Rachel Patterson

**REQUEST:**

Request is hereby made for the Board of Commissioners to amend the Moore County Road Naming and Addressing Ordinance to add one (1) road to the ordinance.

**BACKGROUND:**

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The 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 add one (1) road to the Moore County Road Name and Addressing Ordinance as proposed.

**SUPPORTING ATTACHMENTS:**

Road Name and Addressing Ordinance  
Color Maps  
Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989  
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

**ADD:**

**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.

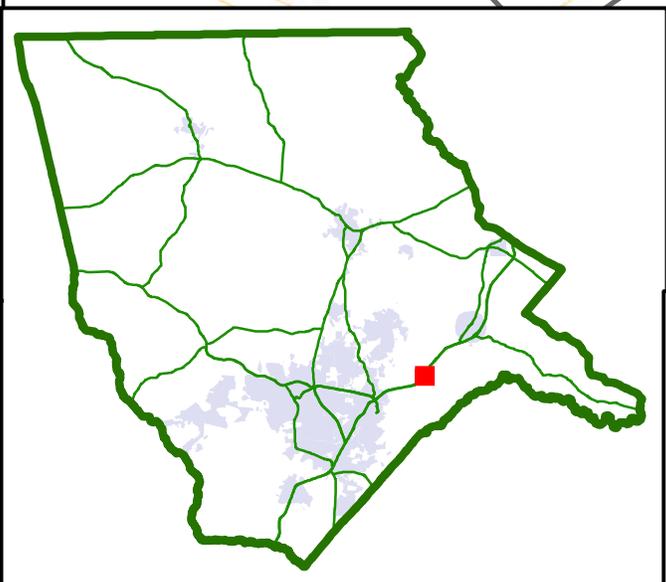
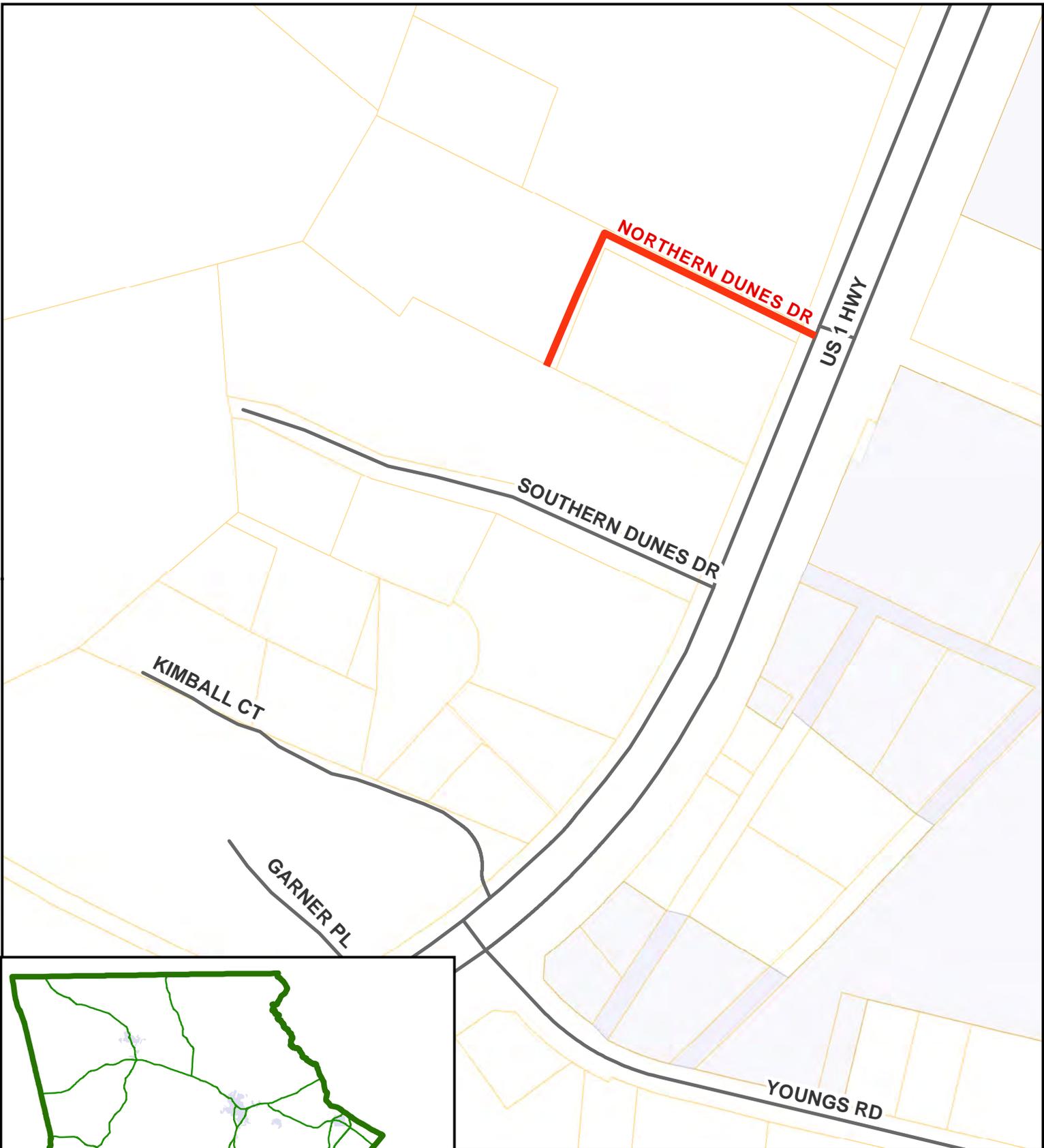
Adopted this 20th day of October 2020.

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

\_\_\_\_\_  
Laura Williams, Clerk to the Board  
Moore County Board of Commissioners

TABLE OF CONTENTS  
MOORE COUNTY ORDINANCE UPDATE  
– 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 20, 2020

## MEMORANDUM TO THE BOARD OF COMMISSIONERS

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

**DATE:** July 15, 2020

**SUBJECT:** 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

Matthew & Jamie Encinosa, Alex & Lara Hardy and Michael & Judy Rowland are requesting 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.

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

### BACKGROUND

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, said 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).

### ZONING DISTRICT COMPATIBILITY

Tract 1, (27.03 acres), owned by Michael & Judy Rowland is currently developed with a single-family dwelling, pool, garage, and dwelling with stables. Tract 3, (9.69 acres), owned by Michael & Jamie Encinosa is currently undeveloped and tract 4, (6.22 acres), owned by Alex & Lara Hardy is currently undeveloped.

The area surrounding the General Use Rezoning Request includes Residential and Agricultural – 40 (RA-40) and Rural Agricultural (RA).

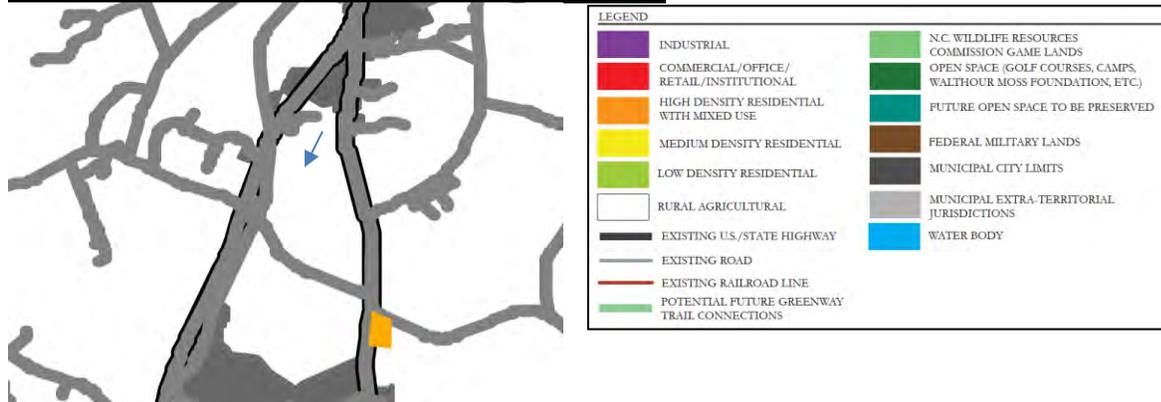
*General Use Rezoning Request RA-CUD to RA-40 Staff Report*

## CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN

The future land map identifies the property as Rural Agricultural Land Use Classification. The primary use of the land is to support rural residential life associated with agricultural uses and other rural activities. Major subdivisions of land are strongly discouraged; however, family subdivisions and subdivisions of four or less lots would be considered.

The request is also consistent with several goals as included in the attached Land Use Plan Consistency Statement, including Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around municipalities), Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

## MOORE COUNTY FUTURE LAND USE MAP



## IMPLEMENTATION PLAN

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

## ACTION BY THE PLANNING BOARD

The Planning Board met on August 6, 2020 and unanimously recommended approval.

## FINANCIAL IMPACT STATEMENT

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

## RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make two separate motions:

**Motion #1:** Make a motion to **Approve** or **Deny** the attached Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize its Chairman to execute the document as required by North Carolina General Statute 153A-341.

**Motion #2:** Make a motion to **Approve** or **Deny** the General Use Rezoning 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.

### **ATTACHMENTS**

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map – County Zoning & Municipal Comparison
- Submitted Rezoning Application
- Submitted Site Specific Development Plan
- Submitted Proposed Uses for Property
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Michael & Judy Rowland (Tract 1) per Deed Book 1118, Page 415, & Deed Book 1072, Page 111
- Matthew & Jamie Encinosa (Tract 3) Deed Book 5337, Page 91
- Alex & Lara Hardy (Tract 4) per Deed Book 5301, Page 400.

### **View of North Bound Blue Siding Road**



### **View of South Bound Blue Siding Rd.**



**View from North Bound Hwy 22**



**View of Subject Parcel on Blue Siding Rd.**



**View of Subject Parcel on NC Hwy 22**

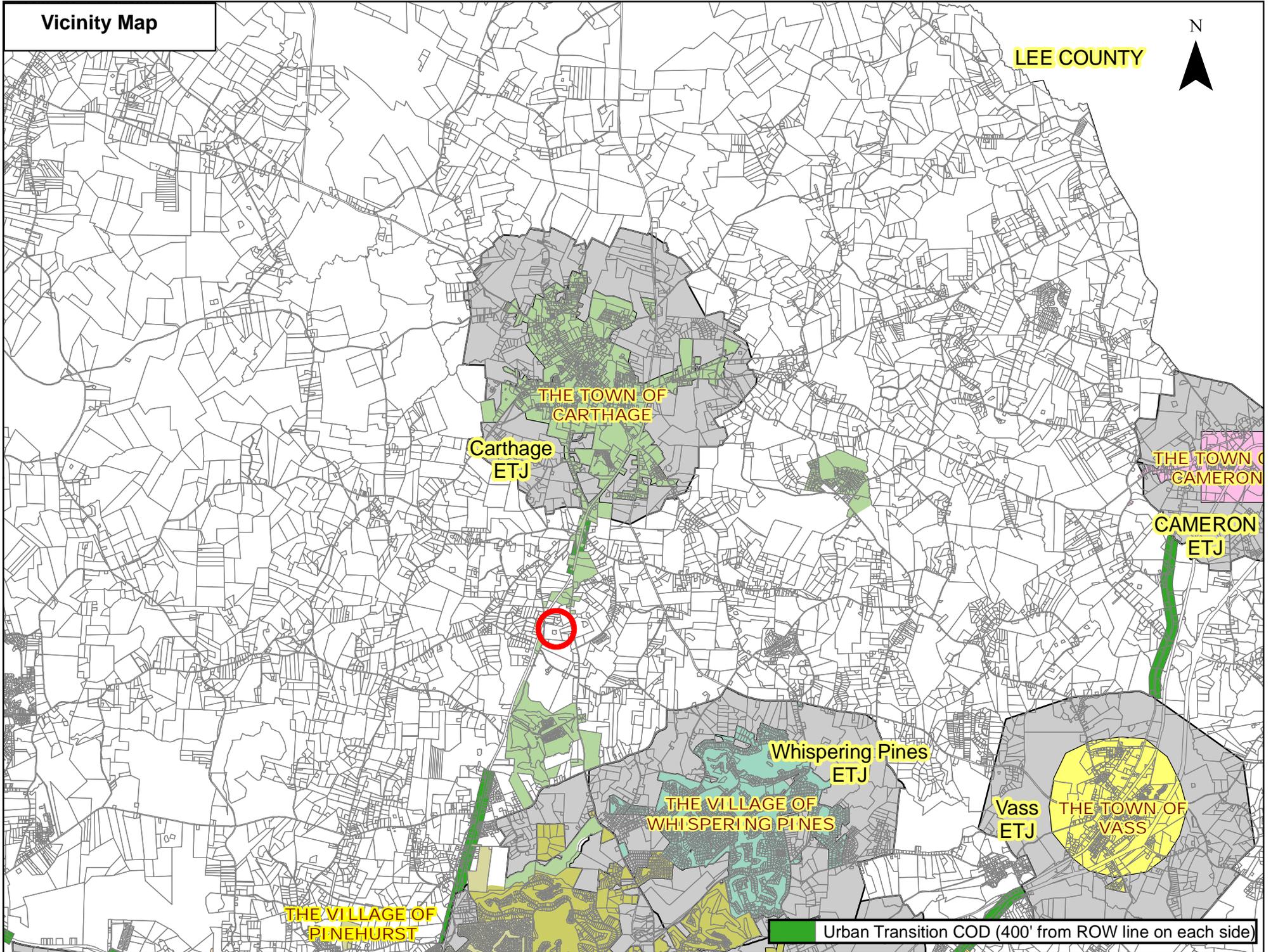


**View of Subject Parcel #00039700**



Vicinity Map

LEE COUNTY



Land Use Map



Single Family Dwelling

Single Family Dwellings

Undeveloped

Single Family Dwelling

Steel Building

Single Family Dwelling

Single Family Dwelling

Undeveloped

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

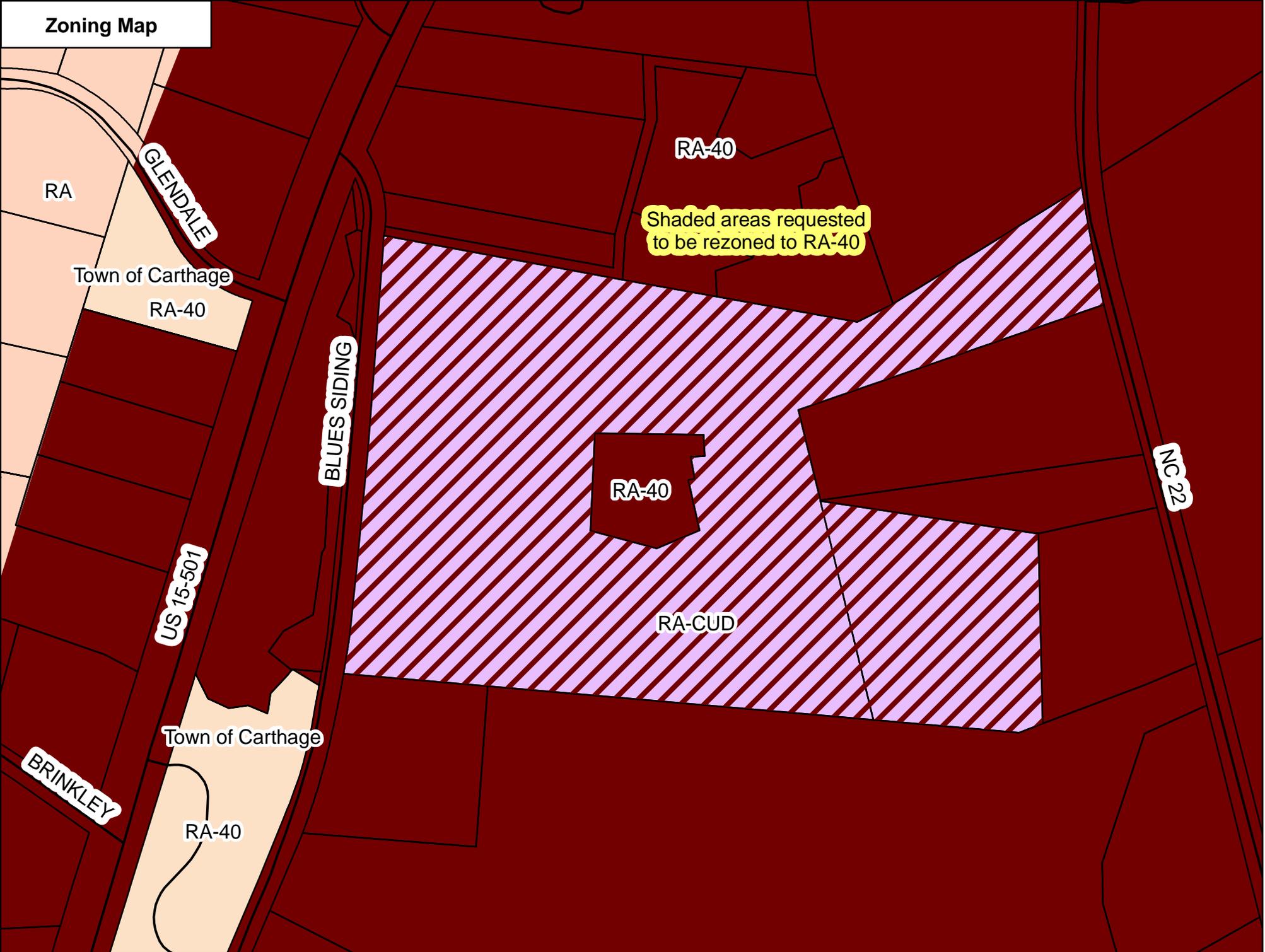
US 15-501

RA-CUD

Town of Carthage

RA-40

BRINKLEY



**County of Moore  
Planning and Transportation**



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

**GENERAL USE REZONING APPLICATION**

Application Date: 6/12/2020			
Location/Address of Property: Tracts 1,3,4 of Parcel 00036767			
Applicant: Jamie S. Encinosa		Phone: 910-280-6556	
Applicant Address: 165 Blues Siding Rd	City: Carthage	St: NC	Zip: 28327
Owner: Tract 1 Michael and Judy Rowland Tract 3 Mathew and Jamie Encinosa Tract 4 Alex and Lara Hardy		Phone: 910-280-6556	
Owner Address: Tract 3 - 165 Blues Siding Rd	City: Carthage	St: NC	Zip: 28327
Current Zoning District: RA-CUD	Proposed Zoning District: RA-40		
Comments: In 2002, the owners rezoned from RA-40 to RA-CUD for use as a family farm with limited uses. Now that parcel has been subdivided and sold to non-family members. We would like to rezone back to RA-40 which is in harmony with the surrounding area.			
I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.			
Tract 3 <u>Jaw &amp; aw</u>		Tract 4 <u>Mathew &amp; Jamie</u>	
Applicant/Owner Signature		Applicant/Owner Signature	
Date: 6/8/20		Date: 6/9/20	
Tract 1 <u>Michael C. Rowland</u>			
Applicant/Owner Signature		Date	
Office Use Only:			
PAR ID: 00036767			
<u>Selby Krominger</u>		6/19/20	
Received By		Date	

PERMITS/INSP PAYMENT RECEIPT# 1127007

COUNTY OF MOORE

206 South Ray Street

Carthage NC 28327

DATE: 06/19/20

TIME: 12:57

CLERK: rdelconte

DEPT:

CUSTOMER#: 0

CUSTOMER NAME:

COMMENT:

CHARGES:

30800 ZONING AND ORDINANCE FEES	124.20
30800 ZONING AND ORDINANCE FEES	500.00

AMOUNT PAID: 624.20

PAID BY: ENCINOSA, JAMIE

PAYMENT METHOD: CREDIT CARD 1658

REFERENCE: APP#30262

AMT TENDERED: 624.20

AMT APPLIED: 624.20

CHANGE: .00



REFERENCE: THIS SURVEY WAS PERFORMED BY JUDY S. ROWLAND, LICENSED SURVEYOR, NORTH CAROLINA, LICENSE NUMBER 15023. THE SURVEY WAS PERFORMED ON 1/15/2020. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1.

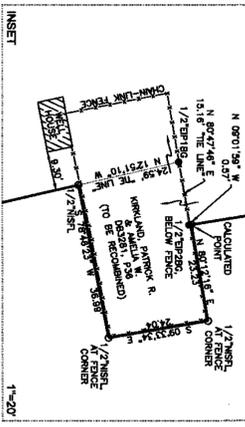
NOTES: ALL ADJOINING PROPERTIES ZONED R-44 WITH THE EXCEPTION OF THE CHRISTIAN CHILD DEVELOPMENT CENTER, LLC PROPERTY WHICH IS WITHIN PARENT TRACT (PLOT 00000077) IS SERVED BY PRIVATE WATER AND SEPTIC. PARENT TRACT (PLOT 00000077) IS SERVED BY PRIVATE WATER AND SEPTIC. ALL PARENT TRACTS TO BE SERVED BY PRIVATE WATER AND SEPTIC. PARENT TRACTS 1, 2 & 3 WITHIN SURVEY SERVICE AREA. PARENT TRACTS 1, 2 & 3 WITHIN SURVEY SERVICE AREA. PARENT TRACTS 1, 2 & 3 WITHIN SURVEY SERVICE AREA.

THE LINES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	N 0°00'00" E	0.00	11	N 89°19'33" W	389.30
2	N 0°00'00" E	0.00	12	N 89°19'33" W	389.30
3	N 0°00'00" E	0.00	13	N 89°19'33" W	389.30
4	N 0°00'00" E	0.00	14	N 89°19'33" W	389.30
5	N 0°00'00" E	0.00	15	N 89°19'33" W	389.30
6	N 0°00'00" E	0.00	16	N 89°19'33" W	389.30
7	N 0°00'00" E	0.00	17	N 89°19'33" W	389.30
8	N 0°00'00" E	0.00	18	N 89°19'33" W	389.30
9	N 0°00'00" E	0.00	19	N 89°19'33" W	389.30
10	N 0°00'00" E	0.00	20	N 89°19'33" W	389.30

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
21	N 0°00'00" E	0.00	31	N 0°00'00" E	0.00
22	N 0°00'00" E	0.00	32	N 0°00'00" E	0.00
23	N 0°00'00" E	0.00	33	N 0°00'00" E	0.00
24	N 0°00'00" E	0.00	34	N 0°00'00" E	0.00
25	N 0°00'00" E	0.00	35	N 0°00'00" E	0.00
26	N 0°00'00" E	0.00	36	N 0°00'00" E	0.00
27	N 0°00'00" E	0.00	37	N 0°00'00" E	0.00
28	N 0°00'00" E	0.00	38	N 0°00'00" E	0.00
29	N 0°00'00" E	0.00	39	N 0°00'00" E	0.00
30	N 0°00'00" E	0.00	40	N 0°00'00" E	0.00

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
41	N 0°00'00" E	0.00	51	N 0°00'00" E	0.00
42	N 0°00'00" E	0.00	52	N 0°00'00" E	0.00
43	N 0°00'00" E	0.00	53	N 0°00'00" E	0.00
44	N 0°00'00" E	0.00	54	N 0°00'00" E	0.00
45	N 0°00'00" E	0.00	55	N 0°00'00" E	0.00
46	N 0°00'00" E	0.00	56	N 0°00'00" E	0.00
47	N 0°00'00" E	0.00	57	N 0°00'00" E	0.00
48	N 0°00'00" E	0.00	58	N 0°00'00" E	0.00
49	N 0°00'00" E	0.00	59	N 0°00'00" E	0.00
50	N 0°00'00" E	0.00	60	N 0°00'00" E	0.00



**LOCATION SKETCH**

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED. AGRICULTURAL OPERATIONS MAY COMPLY WITH AGRICULTURAL PROTECTION ACT. AGRICULTURAL OPERATIONS MAY COMPLY WITH AGRICULTURAL PROTECTION ACT. AGRICULTURAL OPERATIONS MAY COMPLY WITH AGRICULTURAL PROTECTION ACT.

CERTIFICATE OF OWNERSHIP: I, JUDY S. ROWLAND, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATORY PLAN OF SUBDIVISION NORTH CAROLINA, AND THAT I HAVE ACCEPTED THIS PLAN OF SUBDIVISION.

*Judy S. Rowland* DATE: 1-15-20

CERTIFICATE OF APPROVAL: I, JUDY S. ROWLAND, HEREBY CERTIFY THAT THE ABOVE PROPERTY IS WITHIN THE SUBDIVISION REGULATORY PLAN OF SUBDIVISION NORTH CAROLINA, AND THAT I HAVE ACCEPTED THIS PLAN OF SUBDIVISION.

*Judy S. Rowland* DATE: 1-15-20

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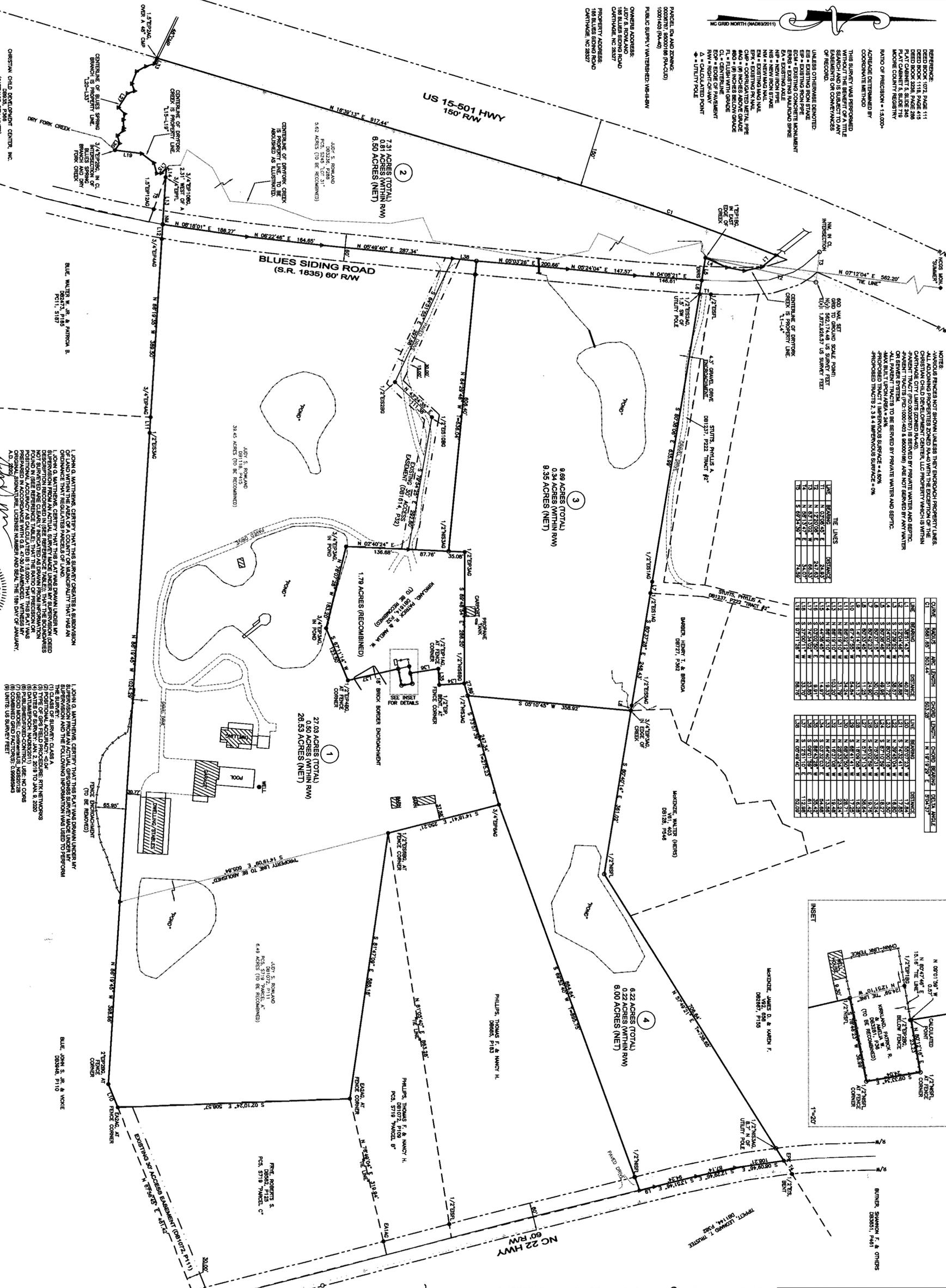
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*Judy S. Rowland* DATE: 1-15-20



I, JUDY S. ROWLAND, HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN OFFICIAL SURVEYING DEPARTMENT. I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA. I HEREBY CERTIFY THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1. I HEREBY CERTIFY THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1. I HEREBY CERTIFY THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE NORTH CAROLINA SURVEYING ACT, CHAPTER 170A, ARTICLE 1.

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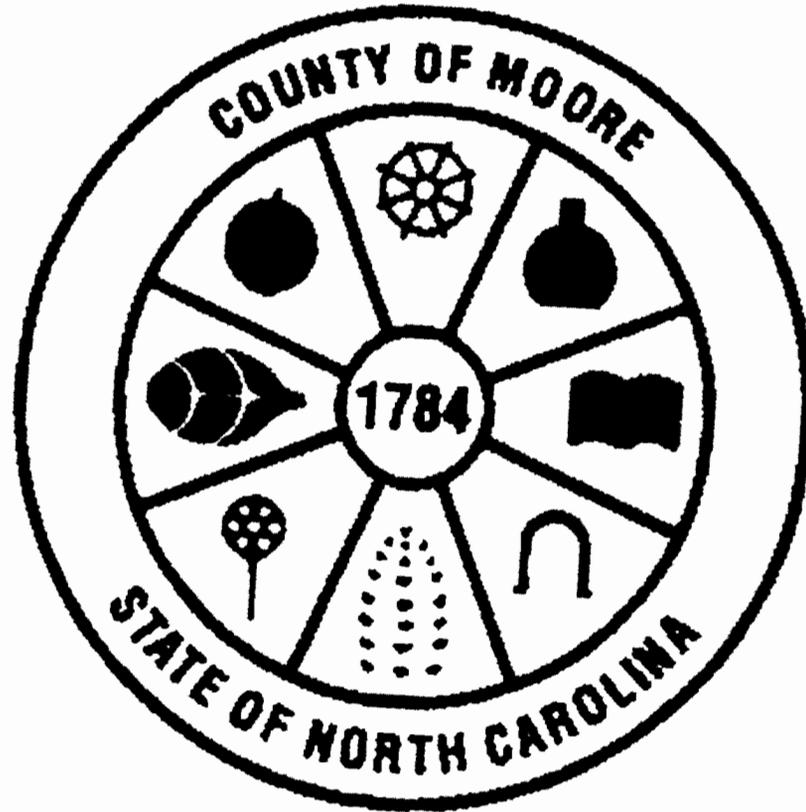
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**JUDY S. ROWLAND & WIFE**  
**MINOR SUBDIVISION SURVEY FOR**  
**MICHAEL C. ROWLAND M.D.**  
 DIVISION OF ROWLAND PROPERTIES  
 CARTHAGE TOWNSHIP, MOORE COUNTY  
 NORTH CAROLINA  
 JANUARY 15th, 2020 \*\* SCALE 1"=100'



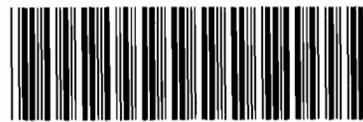
Judy D. Martin

Register of Deeds

Moore County, North Carolina

MAP

FOR REGISTRATION REGISTER OF DEEDS  
 Judy D. Martin  
 Moore County, NC  
 January 16, 2020 08:47:11 AM  
 Book 18 Page 375-375  
 FEE: \$21.00  
 INSTRUMENT # 2020000768



INSTRUMENT # 2020000768

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**RA-CUD (Farm Use) to Rural and Agricultural – 40 (RA-40)**

The Moore County Board of Commissioners finds that:

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

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

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

Goal 4: Provide Information and Seek Citizen Participation

- Recommendation 4:1: Promote efforts to involve and inform citizens throughout various planning and permitting processes.
- Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.
- Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

Therefore, the Moore County Board of Commissioners recommends **APPROVAL** of the General Use Rezoning of approximately 42.94 acres from RA-CUD (Farm Use) to Residential and Agricultural – 40 (RA-40)

---

Frank Quis, Chair  
Moore County Board of Commissioners

---

Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**General Use Rezoning Request**  
**RA-CUD (Farm Use) to Rural and Agricultural – 40 (RA-40)**

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Goal 4: Provide Information and Seek Citizen Participation

- Recommendation 4:1: Promote efforts to involve and inform citizens throughout various planning and permitting processes.
- Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.
- Action 4.1.2: Utilize various forms of media to help communicate and encourage participation in planning efforts.

Therefore, the Moore County Board of Commissioners recommends **DENIAL** of the General Use Rezoning of approximately 42.94 acres from RA-CUD (Farm Use) to Residential and Agricultural – 40 (RA-40)

---

Frank Quis, Chair  
Moore County Board of Commissioners

---

Date

OCT 3 11 59 AM '95

MRS. JUDITH M. ADAMS  
REGISTER OF DEEDS  
MOORE COUNTY, N.C.

TAX ADDRESS *Same*  
RECORDING \$12.00  
STAMP \$12.00  
TOTAL \$24.00

BOOK PAGE  
01118 00415

Excise Stamps \$-0-

Recording Time, Book & Page

Drafted by John M. May, Attorney at Law  
No Title Examination  
PO Box 370  
Pinehurst, NC 28374

Brief Description for Index: 39.56 acres, McNeill Twp.

**NORTH CAROLINA GENERAL WARRANTY DEED OF GIFT**

*Vaughan*

THIS GIFT DEED made this 27th day of September, 1995, by and between MICHAEL C. ROWLAND, married (hereafter "Grantor"), of Pinehurst, Moore County, North Carolina, and JUDY S. ROWLAND, married (hereafter "Grantee"), of Pinehurst, Moore County, North Carolina.

**WITNESSETH:**

The Grantor, in consideration of natural love and affection and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in McNeills Township, Moore County, North Carolina, and more particularly described as follows:

A certain tract of land in McNeill Township, Moore County, North Carolina, fronting on the west side of N.C. Hwy. 22 and the east side of N.C.S.R. 1835, being the western

204880

part of the land described in Deed Book 150, Page 42, and having a boundary described as follows: BEGINNING at a set iron pipe on the east bank of Dry Fork Creek (said pipe being South 07 degrees 22 minutes 07 seconds West 562.47 feet from N.C.G.S. monument "SUMMER") and running thence across S.R. #1835, South 80 degrees 25 minutes 45 seconds East 1001.41 feet to an iron pipe by a branch; thence South 80 degrees 28 minutes East 360.24 feet to an existing iron stake (McKenzie's Corner); thence with McKenzie's line North 58 degrees 02 minutes East 740.77 feet to a rail road spike in the center of Hwy. #22; thence with the center of Hwy. #22, the following courses, South 07 degrees 57 minutes East 108.21 feet; South 12 degrees 17 minutes East 87.14 feet; South 13 degrees 39 minutes East 94.24 feet; South 13 degrees 43 minutes East 36.57 feet to a new iron spike; thence on a new line leaving the road, South 70 degrees 00 minutes West 895.75 feet to a new iron pipe; thence on another new line South 14 degrees 21 minutes East 855.41 feet to a new iron pipe set in the line of Sam Blue; thence with his line, North 86 degrees 08 minutes West 1,581.53 feet (crossing S.R. #1835) to an existing iron pipe on the east bank of Dry Fork Creek; thence with the east bank of the creek the following courses: North 51 degrees 48 minutes West 77.44 feet; North 36 degrees 22 minutes East 68.30 feet; North 63 degrees 09 minutes East 82.76 feet; North 06 degrees 34 minutes East 90.59 feet; North 20 degrees 47 minutes East 97.29 feet; North 03 degrees 27 minutes East 168.86 feet; North 08 degrees 58 minutes West 72.41 feet; North 67 degrees 32 minutes East 55.00 feet; North 10 degrees 57 minutes East 253.74 feet; North 12 degrees 02 minutes West 94.82 feet; North 59 degrees 51 minutes West 43.52 feet; North 23 degrees 11 minutes East 121.36 feet; North 11 degrees 29 minutes West 114.56 feet; North 73 degrees 37 minutes East 34.33 feet to the BEGINNING, containing 39.56 acres, more or less, according to surveys by Carl A. Samuelson and Charles D. Ward, both during 1987. For further reference see Deed Book 593, Page 21.

BOOK  
PAGE  
01118 00416

Subject and together with utility easements and restrictive covenants that are enforceable against the property, if any.

The property hereinabove described was acquired by Michael C. Rowland and his wife, Judy S. Rowland, by instrument recorded in Book 954, Page 164, Moore County Registry.

It is the intention of Grantor to dissolve the Tenancy by the Entirety pursuant to G.S. §39-13.3(c), and to vest title to the above described property solely in the name of Judy S. Rowland.

This conveyance is made pursuant to N.C.G.S. Section 39-13.3(c) and it is the intent of Grantor as spouse of the Grantee that the tenancy by the entireties be dissolved and that the Grantee be vested with the property above; provided that it is not the intent of either Grantor or Grantee that the property shall in any way change its status or classification under the provisions of Article I or Chapter 50 of the General Statutes of North Carolina as that status or classification existed immediately before the execution of this conveyance and Grantee executes this instrument to confirm and acknowledge such intent.

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

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

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

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

Michael C. Rowland (SEAL)  
MICHAEL C. ROWLAND, Grantor

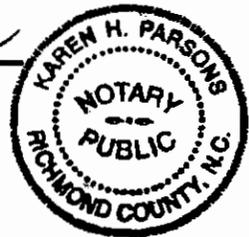
Judy S. Rowland (SEAL)  
JUDY S. ROWLAND, Grantee

BOOK PAGE  
01118 00417

NORTH CAROLINA, MOORE COUNTY

I, Notary Public of the County and State aforesaid, certify that Michael C. Rowland, Grantor, and Judy S. Rowland, Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of October, 1995.

My commission expires: 10-2-95 Karen H. Parsons  
Notary Public



North Carolina--Moore County  
The foregoing certificate of Karen H. Parsons, Notary Public is certified to be correct.  
This 3rd. day of October, 1995.  
Judith M. Adams, Register of Deeds  
Mindy R. Phillips Assistant

MRS. JUDITH M. ADAMS  
REGISTER OF DEEDS  
MOORE COUNTY, N.C.

NORTH CAROLINA GENERAL WARRANTY

[Instrument prepared by Clifton F Marley, POB 757 Robbins, NC 27325 (940157)]  
Index description: Portion DB 582, P 125

THIS DEED made this 20 day of Mar, 1995 by and between ROBERT SAMUEL FRYE et ux SANDRA HASKINS FRYE, GRANTOR, and JUDY SCOTT ROWLAND (Married), GRANTEE, P. O. BOX 2000, PINEHURST, NORTH CAROLINA 28387.

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

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

Parcel A, 6.49 acres, along with a thirty (30) feet wide easement across Parcel C, all as shown on a map recorded in Plat Cabinet 5, at Slide 719, of the Moore County Registry.

Reference Deed Book 582, Page 125.

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

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

EXCEPTIONS:

1. Standard utility and public road easements of record.
2. The Grantee is married to Michael C. Rowland.
3. Restrictions to Easement, as follow:
  - (i) Grantors have the option, at their own expense, to relocate the 30 ft. wide easement, after closing and within eight years of closing, with the understanding that the reestablished easement shall then be subject to the same terms and conditions as are set forth herein for the original easement; and Rowland shall cooperate with the Grantor in filing an amended plat reflecting the same;
  - (ii) It shall be the sole responsibility of Rowland and heirs or assigns, devisees, grantees, and Personal Representatives to maintain, repair, and keep the easement in a state of good condition as may be required in their discretion for their needs of ingress and egress, and in a reasonably clean manner;
  - (iii) Easement shall be used only for ingress and egress by the immediate family, guests, and invitees of Rowland or subsequent owners of the dominant estate; and shall not be considered a public easement or used for a thoroughfare to the properties of other persons; but shall be

deedjr

Real Estate EXCISE TAX 50.00  
 STATE OF NORTH CAROLINA  
 REGISTERED  
 STAMP  
 TAX

*Marley*

195069

appurtenant to the land, subject to the restrictions hereunder. Owners of the easement may, at their own expense, erect a gate which meets the reasonable prior approval of the subservient estate, with keys shared by the owners of the subservient estate;

IN WITNESS WHEREOF, the Grantor sets hereunto his hand and seal.

*Robert Samuel Frye* (SEAL)  
ROBERT SAMUEL FRYE  
*Sandra Haskins Frye* (SEAL)  
SANDRA HASKINS FRYE

NORTH CAROLINA

MOORE COUNTY

I, A NOTARY PUBLIC in and for the abovesaid county and state, do hereby certify that Grantor ROBERT SAMUEL FRYE personally appeared before me this day and acknowledged the execution of the foregoing INSTRUMENT.

Witness my hand and notarial seal, this 20th day of March, 1995.

My commission expires:

3 / 4 / 99



*Kim M. Talbert*  
NOTARY PUBLIC

NORTH CAROLINA

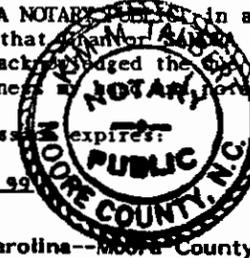
MOORE COUNTY

I, A NOTARY PUBLIC in and for the abovesaid county and state, do hereby certify that Grantor SANDRA HASKINS FRYE personally appeared before me this day and acknowledged the execution of the foregoing INSTRUMENT.

Witness my hand and notarial seal, this 20th day of March, 1995.

My commission expires:

3 / 4 / 99



*Kim M. Talbert*  
NOTARY PUBLIC

North Carolina--Moore County

The foregoing (or annexed) certificate(s) of Kim M. Talbert, Notary Public, Moore County, State of North Carolina, is/are certified to be correct. This March 21, 1995.

JUDITH M. ADAMS, REGISTER OF DEEDS

BY: *Mary P. Phillip* Assistant

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

Electronically Recorded

May 29, 2020 2:14:20 PM

Book: 5337 Page: 91 - 93 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$220.00

Instrument# 2020009007

**Stamps: \$220.00**This instrument was prepared by: **Sandhills Law Group**, No Title Examination Requested or Performed by Drafting Attorney**NORTH CAROLINA GENERAL WARRANTY DEED****THIS DEED** made this 7<sup>th</sup> day of May, 2020, by and between,

<b>GRANTOR</b>	<b>GRANTEE</b>
<p align="center"><b>JUDY S. ROWLAND and husband, MICHAEL C. ROWLAND</b></p>	<p align="center"><b>MATHEW M. ENCINOSA and wife, JAMIE S. ENCINOSA</b></p> <p align="center"><u>Mailing address:</u> 2075 Juniper Lake Road West End, NC 27376</p>

**WITNESSETH:**

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

**BEING all of Tract 3, containing 9.69 acres as shown on a plat entitled "Minor Subdivision Survey for Michael C. Rowland, M.D. & Wife, Judy S. Rowland, Division of Rowland Properties" dated January 15, 2020, prepared by John G. Matthews, PLS and recorded in Plat Cabinet 18, Slide 375 in the Moore County Registry. For further reference see Book 1118, Page 415 in the Moore County Registry.**

This conveyance is subject to: (i) the Declaration of Restrictions and Covenants, if any, as the same may have been amended; (ii) such matters, provisions and reservations as are shown on the above plat, if any; (iii) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (iv) utility and right of way easements of record.

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

The property hereinabove described is \_\_\_\_ or \_\_\_\_ is not the primary residence of a Grantor.

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

And the said Grantor, for himself and his heirs, successors and assigns, covenants with the said Grantee, his heirs, successors and assigns, that he is seized of the said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances; and that he does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever, except for the exceptions noted herein.

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

*\*\*\*\*\*The remainder of this page was intentionally left blank\*\*\*\*\**

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in the Corporate name by its duly authorized officers by authority of its duly elected Board of Directors, or if Limited Liability Company (Company), in its Company name by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

Judy S Rowland (SEAL)  
JUDY S. ROWLAND

Michael C. Rowland (SEAL)  
MICHAEL C. ROWLAND

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, CRYSTAL BROWN MARLEY, a Notary Public in and for the County and State aforesaid do hereby certify that **JUDY S. ROWLAND** and **MICHAEL C. ROWLAND** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 20th day of May, 2020.

(NOTARIAL SEAL)

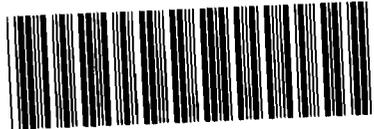
Crystal Brown Marley  
NOTARY PUBLIC

My Commission Expires: 3/21/24



FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
April 03, 2020 04:47:18 PM  
Book 5301 Page 400-402  
FEE: \$26.00  
NC REVENUE STAMP: \$109.00  
INSTRUMENT # 2020005594

Hurley Thompson



INSTRUMENT # 2020005594

Stamps: \$ 109.00

This instrument was prepared by: **Sandhills Law Group**, No Title Examination Requested or Performed by Drafting Attorney

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27th day of March, 2020, by and between,

<u>GRANTOR</u>	<u>GRANTEE</u>
MICHAEL C. ROWLAND AND WIFE, JUDY S. ROWLAND	ALEX M. HARDY AND WIFE, LARA M. HARDY
	Mailing address: 168 Fallen Leaf Lane West End, NC 27376

#### WITNESSETH:

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

**Being all of Tract 4 containing 6.22 acres as shown on a plat entitled "Minor Subdivision Survey for Michael C. Rowland, MD and wife, Judy S. Rowland" dated January 15, 2020, prepared by Matthews Land Surveying & Mapping and appearing of record in the Office of the Register of Deed in Plat Cabinet 18, Slide 375 to which record reference is hereby made for a more complete description. For further reference see Book 954, Page 164.**

This conveyance is subject to: (i) the Declaration of Restrictions and Covenants, if any, as the same may have been amended; (ii) such matters, provisions and reservations as are shown on the above plat, if any; (iii) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (iv) utility easements of record.

The property hereinabove described is \_\_\_\_ or \_\_\_\_ is not the primary residence of a Grantor.

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

And the said Grantor, for himself and his heirs, successors and assigns, covenants with the said Grantee, his heirs, successors and assigns, that he is seized of the said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances; and that he does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever, except for the exceptions noted herein.

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

*\*\*\*\*\*The remainder of this page was intentionally left blank\*\*\*\*\**

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in the Corporate name by its duly authorized officers by authority of its duly elected Board of Directors, or if Limited Liability Company (Company), in its Company name by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

Michael C. Rowland (SEAL)  
Michael C. Rowland

Judy S. Rowland (SEAL)  
Judy S. Rowland

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, CRYSTAL BROWN MARLEY, a Notary Public in and for the County and State aforesaid do hereby certify that **Michael C. Rowland and wife, Judy S. Rowland**, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 3rd day of April, 2020.

(NOTARIAL SEAL)

Crystal Brown Marley  
NOTARY PUBLIC

My Commission Expires: 3/21/24



**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** July 30, 2020

**SUBJECT:** Public Hearing - Unified Development Ordinance Text Amendments-  
Highway Corridor Overlay District Development Standards

**PRESENTER:** Debra Ensminger

**REQUEST:**

Request the Moore County Board of Commissioners to consider the following amendments to the Moore County Unified Development Ordinance regarding Highway Corridor Overlay District Development Standards.

**BACKGROUND:**

During the Spring of 2019 presentations were presented to the municipalities requesting feedback regarding the current Highway Corridor Overlay District Development Standards. The proposed amendments are a collaborative effort between Moore County, the Village of Pinehurst, Town of Southern Pines and Foxfire Village. The other municipalities did not provide any recommendations.

**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**

*Highway Corridor Overlay District – Staff Report*

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.

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 fully be required to meet the minimum requirements set forth 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.

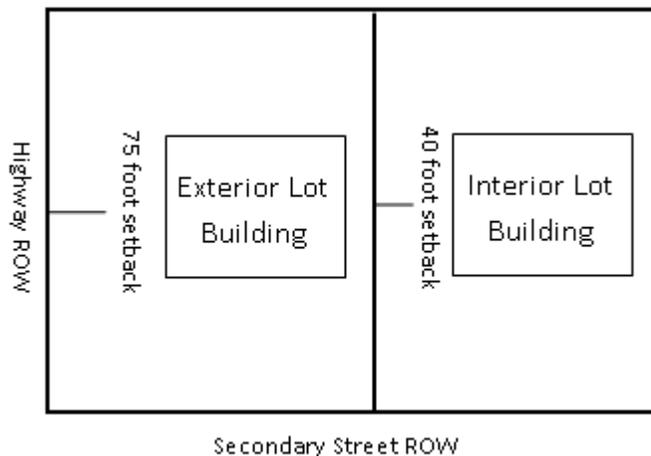
## K. Building Standards

### 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 facades. 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.

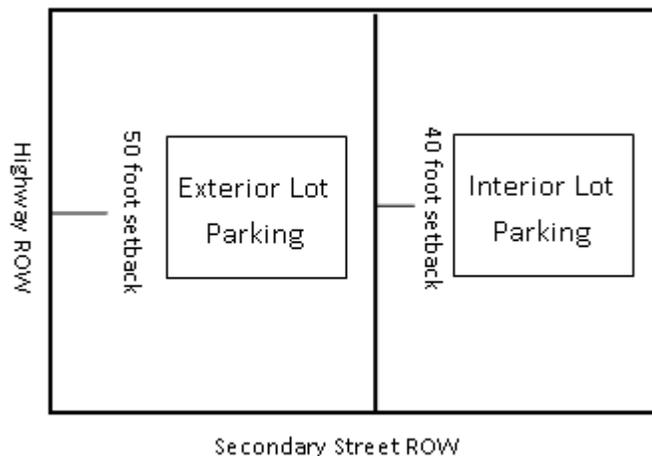
3. **Height**

- 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.

**IMPLEMENTATION PLAN:**

Hold the Public Hearing.

**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 SUMMARY:**

This action requires (2) motions:

**Motion #1** - Make a motion to **APPROVE OR DENY** the Board of Commissioners Consistency Statement as required per NCGS 153A-341 and authorize the Chairman to sign.

**Motion #2** – Make a motion to **APPROVE OR DENY** the proposed amendments to the Moore County Unified Development Ordinance regarding Highway Corridor Overlay District Development Standards.



**MOORE COUNTY**  
**Proposed Text Amendments to the Unified Development Ordinance**  
**– Highway Corridor Overlay District**

**March 23, 2020**

The Regional Land Use Advisory Commission (RLUAC) staff and Board of Directors have reviewed all the proposed text amendments for the Highway Corridor Overlay District contained in the Moore County Unified Development Ordinance and find no conflicts with the recommendations contained in the recently completed and adopted 2018 Fort Bragg Joint Land Use Study.

Thank you for allowing RLUAC the opportunity to review these proposed changes.

John K. McNeill, Chairman

Pete Campbell, Executive Director

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**Text Amendment - Unified Development Ordinance**

The Moore County Board of Commissioners finds that:

1. The text amendment request is consistent with the following goals in the 2013 Moore County Land Use Plan:

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

- Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately.

GOAL 4: Provide Information and Seek Citizen Participation:

- Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.

2. The text amendment is consistent with the Goals listed above due to providing the public with a transparent permitting process.

3. The text amendment is reasonable and in the public interest because the ordinance has been updated to meet current statutory requirements and be more user-friendly for use by the general public and development community.

Therefore, the Moore County Board of Commissioners recommends **APPROVAL** of the text amendments to the Unified Development Ordinance, as proposed.

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Frank Quis, Chair

Moore County Board of Commissioners

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Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**Text Amendment - Unified Development Ordinance**

The Moore County Board of Commissioners finds that:

1. The text amendment request is not consistent with the 2013 Moore County Land Use Plan.
  
2. The proposed text amendment is not reasonable and not in the public interest because the proposed amendment will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners recommends **DENIAL** of the text amendments to the Unified Development Ordinance, as proposed.

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Frank Quis, Chair  
Moore County Board of Commissioners

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Date

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** May 20, 2020

**SUBJECT:** Unified Development Ordinance Text Amendments –  
 Statutory Updates Session Law 2019-111 & 2019-79 and Quarterly  
 Updates

**PRESENTER:** Debra Ensminger

**REQUEST**

Moore County Planning Staff is requesting the following text 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 Text Amendments

**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 ~~± 2~~ **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)

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
PRODUCTION																
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.~~ **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.**
- 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.**
- 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:**

Hold the Public Hearing.

*UDO Text Amendments – Statutory Updates & Quarterly Updates– Staff Report*

**FINANCIAL IMPACT STATEMENT:**

This action will not have a financial impact on the County of Moore FY 20-21 Budget.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board met on March 5, 2020 and unanimously recommend approval of the Quarterly Text Amendments.

The Planning Board met on July 2, 2020 and unanimously recommended approval of the Statutory Updates.

**CONSISTENCY WITH THE ADOPTED 2013 LAND USE PLAN**

The Board of Commissioners Consistency Statement which speaks to Land Use Plan goals is included for the Board's review and consideration.

**RECOMMENDATION**

Staff recommends the Moore County Board Commissioners make two separate motions:

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

**Motion #2:** Make a motion to (**Approve**) or (**Deny**) the proposed text amendments to the Moore County Unified Development Ordinance as presented.

**ATTACHMENTS**

- RLUAC (Regional Land Use Advisory Commission) Review Letter
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement - Denial



**MOORE COUNTY**  
**Proposed Text Amendments to the Unified Development Ordinance; Chapter 3**  
**Section 3.13 (Parallel Conditional Zoning Districts) and Subsequent Amendments to**  
**Chapters 6, 7, 8, 11 and 19**

**February 21, 2020**

The Regional Land Use Advisory Commission (RLUAC) staff and Board of Directors have reviewed all the proposed text amendments, in particular Chapter 3 Section 3.13, for the Moore County Unified Development Ordinance and find no conflicts with the recommendations contained in the recently completed and adopted 2018 Fort Bragg Joint Land Use Study.

Thank you for allowing RLUAC the opportunity to review these proposed changes.

John K. McNeill, Chairman

Pete Campbell, Executive Director



## **MOORE COUNTY**

### **Proposed Text Amendments to the Unified Development Ordinance; Statutory Updates**

**June 19, 2020**

The Regional Land Use Advisory Commission (RLUAC) staff and Board of Directors have reviewed all the proposed statutory update text amendments for the Moore County Unified Development Ordinance and find no conflicts with the recommendations contained in the recently completed and adopted 2018 Fort Bragg Joint Land Use Study.

Thank you for allowing RLUAC the opportunity to review these proposed changes.

John K. McNeill, Chairman

Pete Campbell, Executive Director

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**Text Amendment - Unified Development Ordinance**

The Moore County Board of Commissioners finds that:

1. The text amendment request is consistent with the following goals in the 2013 Moore County Land Use Plan:

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

- Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately.

GOAL 4: Provide Information and Seek Citizen Participation:

- Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.

2. The text amendment is consistent with the Goals listed above due to providing the public with a transparent permitting process.

3. The text amendment is reasonable and in the public interest because the ordinance has been updated to meet current statutory requirements and be more user-friendly for use by the general public and development community.

Therefore, the Moore County Board of Commissioners **APPROVES** the text amendments to the Unified Development Ordinance, as proposed.

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Frank Quis, Chair

Moore County Board of Commissioners

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Date

**Moore County Board of Commissioners**  
**Land Use Plan Consistency Statement**  
**Text Amendment - Unified Development Ordinance**

The Moore County Board of Commissioners finds that:

1. The text amendment request is not consistent with the 2013 Moore County Land Use Plan.
  
2. The proposed text amendment is not reasonable and not in the public interest because the proposed amendment will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners **DENIES** the text amendments to the Unified Development Ordinance, as proposed.

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Frank Quis, Chair  
Moore County Board of Commissioners

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Date

Meeting Date: October 20, 2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE: October 13, 2020**

**SUBJECT: WPCP Raw Sewage Valve Replacement Project**

**REQUEST:**

Authorize the Chairman to execute the Agreement with AC Schultes of Carolina, Inc. in the amount of \$263,929.00 for the Raw Sewage Valve Replacement Project at the Water Pollution Control Plant (WPCP).

**BACKGROUND:**

The valves in the Raw Sewage Pump Station at the WPCP are inoperable and need to be replaced. Bypass pumping of the influent into the plant will be required during construction.

Five bids were received and AC Schultes of Carolina, Inc. was the low bidder.

**IMPLEMENTATION PLAN:**

Authorize the Chair to execute the Contract with AC Schultes of Carolina, Inc.

**FINANCIAL IMPACT STATEMENT:**

This is a budgeted capital item for fiscal year 2020. The construction agreement is lump sum not to exceed \$263,929.00.

**RECOMMENDATION SUMMARY:**

Motion to award and approve the agreement with AC Schultes of Carolina, Inc for the Raw Sewage Valve Replacement Project in the amount not to exceed \$263,929 and authorize the Chairman to sign.

Motion to allow the County Manager to approve change orders up to \$20,000 per change order.

**SUPPORTING ATTACHMENTS:**

Bid Tab  
Agreement with AC Schultes

**BID TABULATION  
INFORMAL BID 2021-04  
SEPTEMBER 29, 2020**

	<b>Columbus Utilities, Inc.</b>	<b>Charles Underwood, Inc</b>	<b>ELJ, Inc.</b>
<b>Valve Replacement Work</b>	\$195,000.00	\$225,435.00	\$240,000.00
<b>Bypass Pumping</b>	\$198,200.00	\$129,500.00	\$108,000.00
<b>Sales Tax</b>	\$6,431.96	\$24,845.45	\$12,000.00
<b>Total</b>	<b>\$399,631.96</b>	<b>\$379,780.45</b>	<b>\$360,000.00</b>

<b>A.C. Schultes of Carolina, Inc.</b>	<b>Step Construction</b>
\$167,329.00	\$236,000.00
\$85,000.00	\$150,000.00
\$11,600.00	\$23,000.00
<b>\$263,929.00</b>	<b>\$409,000.00</b>

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

This AGREEMENT is entered into the 20th day of October, 2020, by and between the **County of Moore (hereinafter “County”)** and **A.C. Schultes of Carolina, Inc. (hereinafter “Contractor”)**.

Project: Valve Replacement in the Raw Sewage Pump Station at the Moore County Water Pollution Control Plant

The Owner and Contractor agree as set forth below:

ARTICLE 1.  
THE CONTRACT DOCUMENTS

1.1 This Agreement includes the following Contract Documents:

- Exhibit A – Scope of Services
- Exhibit B – Drawings include Attachments A through F
- Exhibit C – Notice to Proceed

Exhibits A, B, and C are attached hereto and incorporated by reference as if fully set forth herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 The Contractor will meet all requirements of the Owner as provided for by the Owner’s policies and specifications. The Owner’s policies and specifications include:

1. General Conditions of the Construction Contract;
2. General Construction Standards and Specifications Manual;
3. General Construction Details;
4. Water Main System Standards and Specifications Manual; and
5. Water Main Construction Details.

The above referenced policies and specifications are incorporated by reference and may be found on the County of Moore’s website at <https://www.moorecountync.gov/public-works/engineering>. A printed copy will only be provided to the Contractor upon written request to the Owner.

ARTICLE 2.  
TERM OF CONTRACT

2.1 The term of this Contract will be from October 20, 2020, through March 30, 2021.

2.2 This Agreement 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. If this Agreement is terminated under this Section 2.2, there will be no further obligations by either party.

ARTICLE 3.  
THE WORK OF THIS CONTRACT

- 3.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4.  
DATE OF COMMENCEMENT, COMPLETION DATE, AND  
LIQUIDATED DAMAGES

- 4.1 The date of commencement is the date from which the Contract Time of Paragraph 4.2 is measured, and shall be the date the Notice to Proceed is issued by the Moore County Public Works Director immediately after the Preconstruction Conference,. The commencement date of the Work will be established in writing through the Notice to Proceed, which is attached to this Agreement as Exhibit C.
- 4.2 The Contractor shall achieve Completion of the Work no later than 14 days from the commencement date set forth in the Notice to Proceed.
- 4.3 Work will be commenced with adequate forces on the date stipulated in Paragraph 4.1, above. If the Project has not reached Completion by the established time for Completion, the liquidated damages sustained by the Owner shall be \$1,000 per day.

ARTICLE 5.  
CONTRACT SUM

- 5.1 The Contractor shall receive from the Owner a sum not to exceed **\$263,929.00** as full compensation for the provision of services provided under this Agreement. The Owner agrees to pay for the services, satisfactorily performed, in accordance with the Contract Documents.

ARTICLE 6.  
PAYMENT

- 7.1 The Contractor shall be paid within 30 days of completion of the Work. The Contractor shall tender a bill for payment.

ARTICLE 7.  
INDEMNIFICATION

- 8.1 To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner 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, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of the Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under the contracts entered into by the contractor in connection with the work to be performed.

ARTICLE 8.  
NOTICES

9.1 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:

Owner: Moore County Public Works  
Attn: Randy Gould, Director  
P.O. Box 1927  
Carthage, NC 28327

Contractor: A.C. Schultes of Carolina, Inc.  
Attn: Kyle Jefferys, Vice President  
354 Sawdust Rd.  
Rocky Point, NC 28457

ARTICLE 9.  
NON-DISCRIMINATION

10.1 The Contractor shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in the administration of this Contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this Contract on the grounds of race, color, national origin, sex, age, or handicap.

ARTICLE 10.  
E-VERIFY

12.1 Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the Owner 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.

ARTICLE 11.  
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.

ARTICLE 12.  
DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

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

ARTICLE 13.  
HEALTH AND SAFETY

- 13.1 Contractor shall 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 Agreement.
- 13.2 Safety Precautions and Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement and construction of the Project.

ARTICLE 14.  
NON-ASSIGNMENT

- 14.1 This Agreement is not assignable by either party, by operation of law or otherwise.

ARTICLE 15.  
MODIFICATION

- 15.1 This Agreement may be modified only by a written agreement executed by both parties.

ARTICLE 16.  
INTEGRATION

- 16.1 This Contract sets forth the entire agreement between the parties and supersedes any and/or all other agreements on this subject between the parties.

ARTICLE 17.  
DEFAULT

- 17.1 In the event of any noncompliance of any term or terms of this contract by the Contractor, the Owner may, at its sole option, declare the Contractor in default and immediately terminate this contract. Should the Owner terminate this contract due to the default of the Contractor, the Owner may, in addition to its other rights, contract with any other party to fulfill the Contractor's obligations hereunder at the Contractor's expense. The Contractor shall be liable for any increase in cost borne by the Owner due to the default. This shall in no way limit the Owner's right to collect any other damages, whether legal, equitable or punitive, due to the default of the Contractor.

ARTICLE 18.  
INSURANCE AND BONDS

- 18.1 The Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agent during the performance of service.
- 18.2 Contractor shall maintain, at its expense, the following minimum insurance coverage:

General Liability	\$2,000,000
Auto Liability	\$2,000,000
Umbrella Coverage	\$5,000,000

Contractor agrees to furnish the Owner proof of compliance with the insurance coverage requirements of this Agreement upon request. Contractor upon request by the Owner shall furnish a certificate of insurance from an insurance company licensed to do business in the State of North Carolina and acceptable to the Owner verifying the existence of any insurance coverage required by the Owner. The certificate will provide thirty (30) days advance notice in the event of termination of cancellation of coverage.

- 18.3 Performance Bond and Payment Bond. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

#### ARTICLE 19. MISCELLANEOUS

- 19.1 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement, shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.
- 19.2 Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 19.3 If any section, subsection, sentence or clause of this Contract shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Contract.
- 19.4 Priority of Documents. In the event of any inconsistency between the Agreement and any attachment to the Agreement, the Agreement will have priority followed by the Contract Documents in the order in which they appear in Section 1.1.
- 19.5 Waiver of Rights. No action or failure to act by the Owner or Contractor shall constitute an obligation or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 19.6 Compliance with Laws. 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.
- 19.7 Required Certificates. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**COUNTY OF MOORE**  
OWNER

**A.C. SCHULTES OF CAROLINA, INC.**  
CONTRACTOR

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

---

Kyle Jefferys  
Vice President

**ATTEST:**

---

Laura M. Williams  
Clerk to the Board

**Pre-Audit Certificate:**

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

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Finance Officer

**SCOPE OF SERVICES**

**SPECIFICATIONS REQUIRED**

Contractor shall provide all labor, equipment, and material to construct the Valve Replacement in the Raw Sewage Pump Station at the Moore County Water Pollution Control Plant as shown on the drawings and specified herein. The following valves shall be replaced:

- Four (4) 18” Plug Valves (Suction)
- Four (4) 14” Plug Valves (Discharge)
- Four (4) 14” Check Valves (Discharge)
- One (1) Gate Valve
- One (1) 18” Blind Flange in By-Pass Connection
- Hardware and appurtenances as needed to complete the installation
- Bypass Pumping will be required by the Contractor

**Exhibit B Attachments:**

- A. Upper Pit Floor Plan (Existing Plan)
- B. Lower Pit Floor Plan (Existing Plan)
- C. Elevation Section (Existing Plan)
- D. Bypass Connection
- E. Control Manhole
- F. Grit Removal Upgrade Section

**Completion Time:** 14 Calendar Days from the Notice to Proceed with on-site construction. Additionally, a Notice to Proceed with ordering materials will be issued following contract execution.

**Liquidated Damages:** \$1,000 per day after Notice to Proceed is issued for onsite construction

**Warranty Period:** Warranty Period Shall be 12 months from the date of completion.

**Pre-Construction Meeting:** A Pre-construction meeting will be held to begin on-site construction.

**Contractor Superintendent:** Provide a full-time onsite Superintendent throughout the length of the construction.

**Temporary By-pass Pumping:** Temporary Bypass Pumping will be required for the duration of the field construction including bypassing up the hill and replaced the 18” gate valve. Average flows are 5-6MGD, bypass pumps shall be sized to a peak flow of 12MGD with redundancy and plans signed by a Professional Engineer.

**Damage to Existing Facilities:** Contractor shall repair any damage caused by them to the satisfaction of the Owner as specified in the General Conditions below:

## TECHNICAL SPECIFICATIONS REQUIRED

**Handling:** Contractor shall be responsible for delivering and handling of valves and equipment on site. There is a 4 Ton chain hoist in the motor room to transfer valves, and a 3 Ton trolley hoist in the pump room that may be used for installation.

**Temporary By-pass Pumping:** Contractor shall provide temporary bypass pumping during the duration of the project. Average flows are 5-6 MGD, bypass pumps shall be sized to a peak flow of 12MGD with redundancy and plans signed by a Professional Engineer. The temporary bypass pumping shall include the diesel-powered pump, piping and a back-up pump. The temporary bypass pumping shall be from the Raw Sewage wetwell to the grit basin. Details of these structures are included herein.

**Damage to Existing Facilities:** Contractor shall repair any damage caused by them to the satisfaction of the Owner as specified in the General Conditions.

**Painting:** Performed by Contractor per Moore County Standard Specifications and as specified below. Color shall meet industry standards.

- A. Paint manufacturer shall specialize in manufacturing of industrial coatings with minimum of 50 years of experience and shall demonstrate upon request of the Engineer. Tnemec coating series numbers are used below for quality reference only.
- B. Previously painted pipe:
  1. Surface preparation: Clean and dry surface prior to painting
  2. Full prime coat: Tnemec Series 1 Omnithane applied at 2.5-3.5 dry mils.
  3. Intermediate coat: Tnemec Series N69 Hi-Build Epoxiline II applied at 6.0-8.0 dry mils
  4. Finish coat: Tnemec Series N69 Hi-Build Epoxiline II applied at 6.0-8.0 dry mils
- C. Surface Preparation and Application: The latest revision of the Steel Structures Painting Council shall form a part of these specifications

**Testing:** All valves and materials shall be factory tested before installation. Once complete, bypass pumping shall remain in place until sewage pumps are turned on and each valve inspected by the Contractor.

### Ductile Iron Pipe with Flanged Joints:

- A. Ductile Iron Pipe shall be as manufactured in accordance with ASTM A 746, ANSI Specification A21.50 and A21.51 and shall be Class 350
- B. The pipe interior shall be cement mortar lined and seal coated, standard thickness, in accordance with ANSI specification A21.4.
- C. The exterior of all pipe shall be prime coated suitable to receive final coating as specified in Moore County Standard Specifications.
- D. Pipe shall be furnished with flanged joints as indicated on the drawings in accordance with specifications described below:
- E. Flanged joints: The flanged pipe joint is composed of a flat steel plate shop fitted on the threaded end of the ductile iron pipe. The flanges shall be accurately faced at right angles to the pipe axis and shall be drilled smooth and true.
  - I. Flanged joints shall be provided to bolt into the existing flanged piping system.
  - II. Flanged joints shall be furnished with 125lb flanges drilled in accordance with ANSI Specification B16.1.

- III. In general, flanged joints shall be made up with through bolts of the required size. Stud or tap bolts shall be used only where shown or required.
- IV. Gaskets for flanged joints shall be the ring type of cloth inserted rubber or rubber with a minimum thickness of 1/8".
- V. Connecting flanges shall be in proper alignment and no external force shall be used to bring them together. Bolts and gaskets shall be furnished by the installer of piping for joints connecting the piping with equipment, as well as for those between pipe and fittings, whether such equipment and piping is furnished by the installer or not.

**Swing Check Valves:**

- A. Three (3") and larger shall be of the air-cushioned swing type. The valves shall be constructed of heavy cast iron or cast steel designed to withstand the test pressure for the pipelines in which they are installed. Discs shall be of bronze or of alloy cast iron with bronze or stainless-steel disc rings. Pivot Pins and bushings shall be of bronze or stainless steel. Disc seats shall be replaceable. Swing check valves shall be American Darling, Apco or Owner approved equivalent.

**Plug Valves:**

- A. All plug valves shall be eccentric type plug valves unless otherwise specified. Valves shall have an 80% port opening minimum and be of the non-lubricated eccentric type with resilient faced plugs and shall be furnished with end connections as shown on the plans. Flanged valves shall be faced and drilled to the ANSI 125/150 lb. Standard.
- B. Valve bodies shall be of ASTM A126 Class B cast iron. Bodies in 4" and larger valves shall be furnished with a 1/8" welded overlay seated of not less than 90% pure nickel. Seat area shall be raised, with raised surface completely covered with weld to ensure that the plug face contacts only nickel. Screwed in seats shall not be acceptable.
- C. Plugs shall be of ASTM A126 Class B cast iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plug shall be resilient faced with neoprene or hycar, suitable for use with raw sewage.
- D. Valves shall have sleeve type metal bearings and shall be sintered, oil impregnated permanently lubricated type 316 ASTM A743 Grade GF-8M in 1/2"-36" sizes. Non-metallic Bearings shall not be acceptable.
- E. Valve shaft seals shall be of the multiple V-ring type and shall be externally adjustable and repackable without removing the bonnet or actuator under pressure. Valves utilizing O-ring seals or not-adjustable packing shall not be acceptable.
- F. Valve pressure rating shall be 175 psi through 12" and 150 psi for 14" through 72". Each valve shall be given a hydrostatic and seat test of up to 200 psi with test results being certified.
- G. Manual valves shall have gear actuator with handwheels. All valves 6" and larger shall be equipped with gear actuators. The maximum pull on the hand wheel shall not exceed 80 lbs. All gearing shall be enclosed in a semi steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. The actuator shaft and the quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque and to provide seat adjustment to compensate for change in pressure differential or flow directional change. All exposed nuts, bolts and washers shall be stainless steel.

- H. Uniflanges are allowed in the place of one flange for ease of installation; therefore, the plug valve may be flange by plain end type.

**Hardware:**

All nuts, bolts and washers shall be 304 stainless steel. Contractor to provide all hardware, gaskets, adapters, special fittings, etc. to complete the installation.

**Gate Valve:**

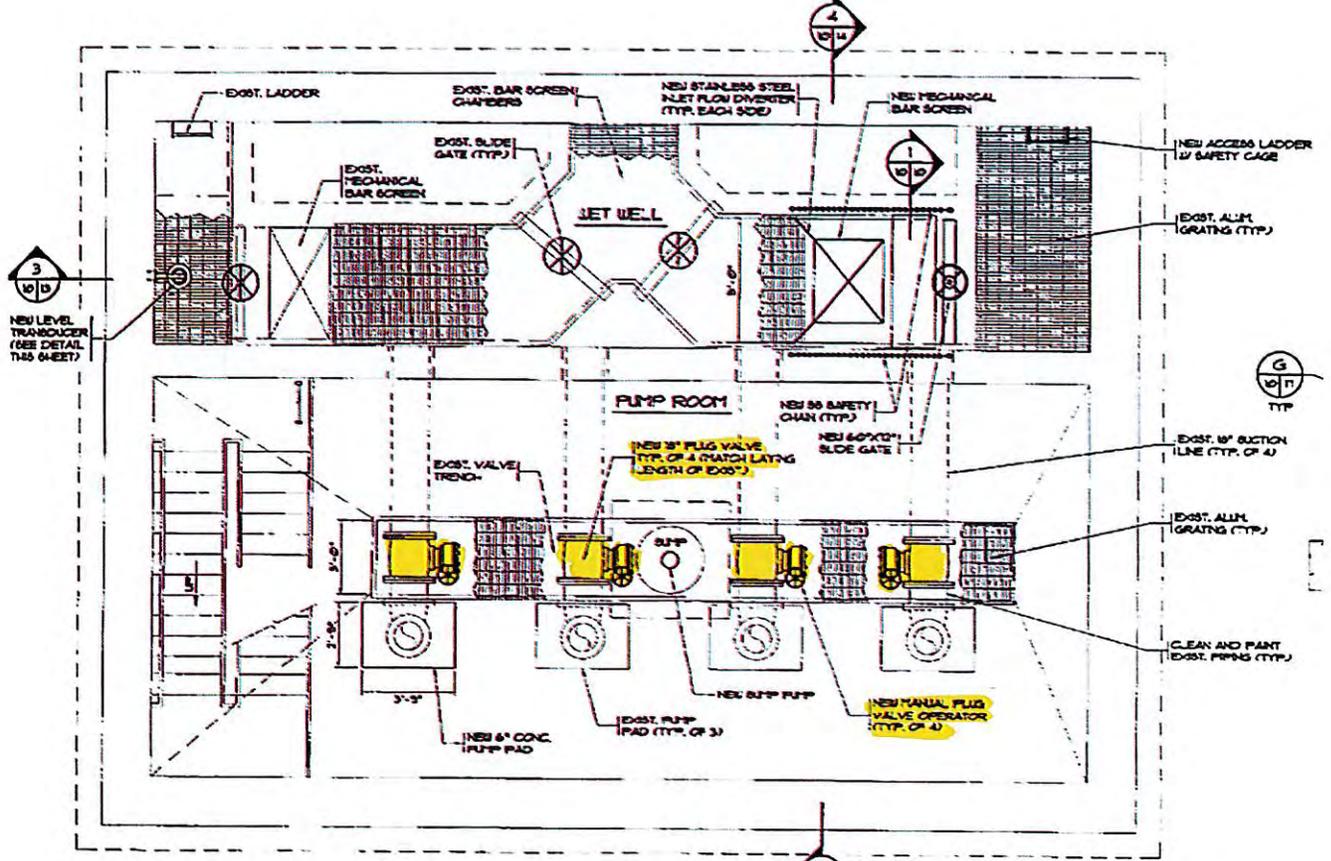
- A. Gate valves shall conform to AWWA C-509 latest revision covering resilient seated gate valves.
- B. Gate valves shall be completely encapsulated in rubber including stem bore, shall be field replaceable and shall provide a dual seal on the mating body seat. Provide vulcanized rubber seats permanently bonded to the wedge to meet ASTM D429 tests. Valves shall be tested per ASTM C509.
- C. Valves shall be rated for sealing in both directions. Valve wedges shall be supported throughout the entire open/close travel with integral guides and lugs.
- D. Valve body shall be fusion body epoxy coated per ASTM C550 cast iron body design.
- E. Valve shall be rated for zero leakage at 200 psi working pressure.
- F. Valve shall be NRS with a handwheel. Thrust collars shall be integral with the stem and machined to size. Incorporate a stainless-steel thrust bearing, as required, to optimize operating torques. Valve assembly mechanism shall be capable of withstanding an input torque of 300-ft. lbs. with a maximum operator pull of 80 pounds.
- G. Valve shall be furnished with 125# ASNI B16.2 flange drilling

The Owner will be responsible for draining the existing raw sewage forcemain to allow the replacement of the 18" bypass gate valve. Any reverse flow will be routed to Raw Sewage pumps with assistance of plant staff. This will be coordinated with the Contractor's bypass pumping operation.

ITEM	QUANTITY	UNIT	PRICE
Valve Replacement Work	1	LS	167,329.00
Bypass Pumping	1	LS	85,000.00
Sales Tax	1	LS	11,600.00
<b>TOTAL BID PRICE</b>			<b>\$263,929.00</b>

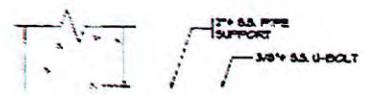


Attachment B

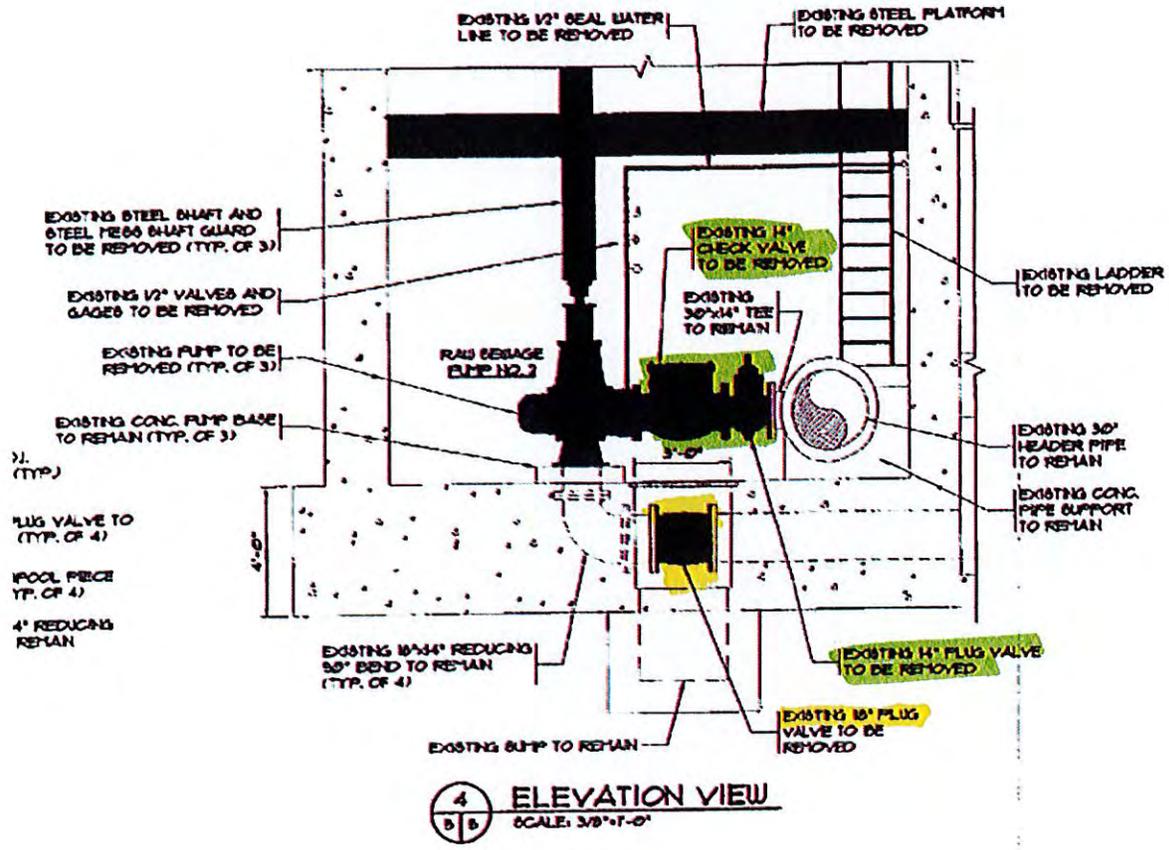


NOTE:  
CONTRACTOR TO CLEAN AND  
PAINT ALL EXPOSED PIPING IN  
CONCRETE PIT AREA.

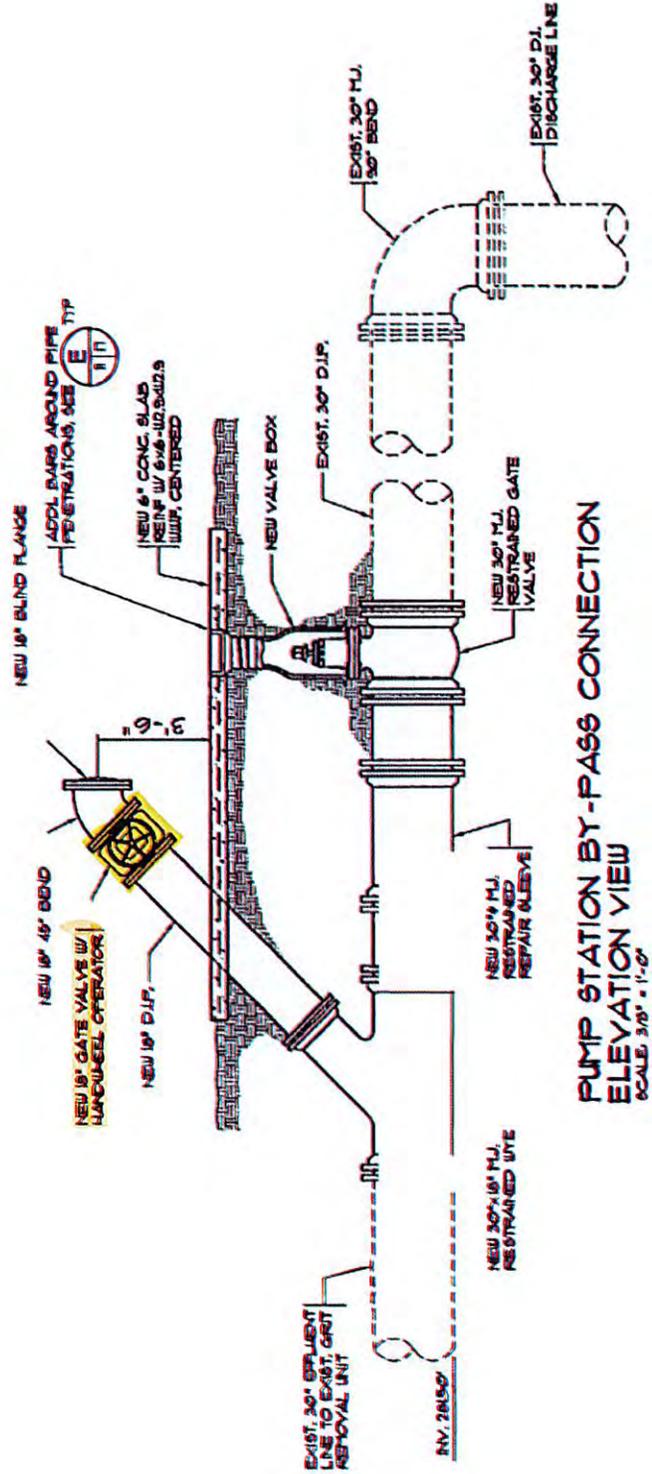
**LOWER PIT FLOOR  
MODIFICATION PLAN**  
SCALE 3/8" = 1'-0"



### Attachment C



Attachment D







## NOTICE TO PROCEED

To:

Date:

Project:

You are hereby notified to commence WORK in accordance with the agreement on or before and you are to substantially complete the WORK within \_\_\_\_\_ consecutive days and finally complete the Work within \_\_\_\_\_ consecutive days. The date of Substantial Completion is therefore: \_\_\_\_\_ and Final Completion is therefore \_\_\_\_\_.

Owner: County of Moore

By: \_\_\_\_\_  
Randy Gould, PE

Title: Public Works Director

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Title: \_\_\_\_\_

X . A .  
**Agenda Item:**  
**Meeting Date: 10/20/2020**

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

**FROM:** Laura M. Williams, Clerk to the Board

**DATE:** 10/12/2020

**SUBJECT:** Appointments / Sandhills Community Action Program Board

**REQUEST:**

Appoint member to the Sandhills Community Action Program (SCAP) Board of Directors.

**BACKGROUND:**

Moore County resident Allison Melvin has been serving on the Sandhills Community Action Program Board of Directors representing her employer in Richmond County. As that employment relationship has ended, Ms. Melvin can no longer represent Richmond County and had to resign from the SCAP Board. Nina Walker, Executive Director for SCAP, has requested the commissioners consider appointing Ms. Melvin to represent Moore County. Alternatively, the Board may appoint one of its own members or another representative of its choosing.

**IMPLEMENTATION PLAN:**

The Clerk to the Board will provide notifications regarding the appointment.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint a representative to the Sandhills Community Action Program Board of Directors for a three-year term.

**ATTACHMENTS:**

Request from Nina Walker  
SCAP Board Roster  
SCAP Bylaws Excerpt

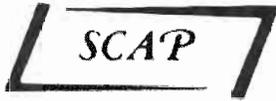
# *Sandhills Community Action Program, Inc.*

340 COMMERCE AVENUE  
SUITE 20

SOUTHERN PINES, NORTH CAROLINA 28387

AN EQUAL OPPORTUNITY PROGRAM

PHONE 947-5675—AREA CODE 910



For The Hearing Impaired - NC Relay System 1-800-735-8262

FAX NO.: (910) 947-5514  
[www.sandhillscap.org](http://www.sandhillscap.org)

September 30, 2020

Mr. Frank Quis, Chairman  
**MOORE COUNTY BOARD OF COMMISSIONERS**  
1 Historic Courthouse Square  
Carthage, NC 28327

Dear Mr. Quis:

Please accept this correspondence as a request for the Moore County Commissioners to make an appointment to the Sandhills Community Action Program Board of Directors. Sandhills Community Action Program would welcome a member of the Moore County Commissioners or an appointee.

Should you choose an appointee, I would like to recommend Ms. Allison Melvin, a resident of Moore County, 180 Roundtree Lane, Southern Pines, NC 28387. Ms. Melvin recently served our board, representing her employer in Richmond County. However, because that employment relationship has ended, she had to submit her resignation from our board, as membership requires that one live or work in the county they represent.

Ms. Melvin has been an asset to our Board and has served as its' Secretary for nearly two years. Ms. Melvin is community driven and has a strong and sincere desire to help those in need. She has agreed to continue service to the Sandhills Community Action Program Board of Directors, if appointed to do so. Therefore, with this letter, I respectfully request that the Moore County Commissioners consider appointing Ms. Allison Melvin to the Sandhills CAP Board of Directors, to represent Moore County.

Alternatively, The Moore County Commissioners may appoint a citizen of its' choosing. If you will appoint someone different, please provide me with a name and contact information. Additionally, information related to the services Sandhills CAP provides can be found on our website at [www.SandhillsCAP.org](http://www.SandhillsCAP.org). The Sandhills CAP Board meets bi-monthly via teleconference on the 3<sup>rd</sup> Monday of even numbered months (Six regular meetings per year). The Board's next meeting being, Monday, October 21, 2020. The meetings are generally held at 6PM and last approximately 1 hour.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Nina Walker", written over a light blue horizontal line.

Nina Walker  
Executive Director

**A 501(c)(3) Non-profit. Helping People. Changing Lives.**

**SANDHILLS COMMUNITY ACTION PROGRAM, INC.**  
**2020-2021**  
**BOARD OF DIRECTORS**

**ANSON COUNTY**

CATEGORY	NAME	APPOINTED OR ELECTED	REPRESENTING	TERM EXPIRES
I Elected Officials	Leon Gatewood PO Box 88 Wadesboro, NC 28170 <a href="mailto:leon@wadesboro.com">leon@wadesboro.com</a>	Appointed	Anson County Commissioners	Feb. 2022
II Low-income Community	***Alexander Gaddy, Jr. 64 Florence Street Wadesboro, NC 28170 (910) 384-8756 (704) 465-1790 <a href="mailto:Alexgaddy75@yahoo.com">Alexgaddy75@yahoo.com</a>	Elected	Anson County NAACP	Feb. 2021
III Private Section/Business	Johnnie Pettiford PO Box 795 Wadesboro, NC 28170 <a href="mailto:Kidsincl@windstream.net">Kidsincl@windstream.net</a>	Appointed	HOLLA!	Jan. 2021

**SANDHILLS COMMUNITY ACTION PROGRAM, INC.  
2020 - 2021  
BOARD OF DIRECTORS**

**MONTGOMERY COUNTY**

CATEGORY	NAME	APPOINTED OR ELECTED	REPRESENTING	TERM EXPIRES
I Elected Officials	Harvest Little 165 Windblow Road Jackson Springs, NC 28271 <a href="mailto:Harvestlittle6@gmail.com">Harvestlittle6@gmail.com</a> (910) 974-4863	Appointed	Montgomery County Commissioners	Aug. 2023
II Low-income Community Rep.	Courtney Pratt PO Box 484 Candor, NC 27229 (910) 573-0598	Elected	Montgomery County Self-Sufficiency Program Participants	December 2022
III Private Sector Business	Kim Barrington PO Box 697 Troy, NC 27371 <a href="mailto:Kim.barrington@montgomerycountync.com">Kim.barrington@montgomerycountync.com</a> (910) 576-6531	Appointed	Montgomery County DSS	October 2020

**Officers of the Board of Directors**

\*Alexander Gaddy, Board Chair

\*\*T. Scott Spencer, Vice-Chairman

\*\*\*Harvest Little, 2<sup>nd</sup> Vice-Chair

\*\*\*\*Carol Frye-Davis, Treasurer

\*\*\*\*\* Allison Melvin, Secretary

\*\*\*\*\*Willie McLaughlin, Parliamentarian

**SANDHILLS COMMUNITY ACTION PROGRAM, INC.**  
**2020-2021**  
**BOARD OF DIRECTORS**

**MOORE COUNTY**

CATEGORY	NAME	APPOINTED OR ELECTED	REPRESENTING	TERM EXPIRES
I Elected Officials	Vacant			
I Elected Officials	****Carol F. Davis 147 Read Road Cameron NC 28327 (910) 528-1451 <a href="mailto:Blackrose21666@aol.com">Blackrose21666@aol.com</a>	Appointed	Town of Cameron	February 2021
II Low-income Community	Sandra Johnson PO Box 4778 Pinehurst, NC 28374 (910) 315-6304 <a href="mailto:Keurig210@gmail.com">Keurig210@gmail.com</a>	Elected	Moore County Self-sufficiency Program Participants	April 2019
II Low-income Community	Timothy (Scott) Spencer 8910 Calloway Road Aberdeen, NC 28315 <a href="mailto:Timothy.s.spencer.civ@mail.mil">Timothy.s.spencer.civ@mail.mil</a>	Elected	Moore County Self-sufficiency program participants	June 2023
III Private Sector/Business	Jerry McQueen PO Box 794 Southern Pines, NC 28388 <a href="mailto:Jmcqueen.ncworks@outlook.com">Jmcqueen.ncworks@outlook.com</a>	Appointed	Southern Pines Men's Service Club	Feb. 2022
III Private Sector/Business	*****Willie McLaughlin 395 E. Delaware Avenue Southern Pines, NC 28387 (910) 528-5122 <a href="mailto:McLaughlin.willie@jobcorps.org">McLaughlin.willie@jobcorps.org</a> <a href="mailto:Dumdum49@earthlink.net">Dumdum49@earthlink.net</a>	Appointed	Cape Fear Conference B- Southern Pines District	Oct. 2024

**SANDHILLS COMMUNITY ACTION PROGRAM, INC.**  
**2020-2021**  
**BOARD OF DIRECTORS**

**RICHMOND COUNTY**

CATEGORY	NAME	APPOINTED OR ELECTED	REPRESENTING	TERM EXPIRES
I Elected Officials	Jerry Austin PO Box 368 Rockingham, NC 28379 <a href="mailto:Jerry.austin@richmondnc.com">Jerry.austin@richmondnc.com</a>	Appointed	Richmond County Commissioners	Feb. 2022
I Elected Officials	Ben Moss 105 Hanford Drive Rockingham, NC 28379 <a href="mailto:contnder@yahoo.com">contnder@yahoo.com</a>	Appointed	Richmond County Commissioners	Feb. 2022
II Low-income Community	Bruce Stanback 109 North Brookwood Avenue Rockingham, NC 28379 <a href="mailto:Bluephi6701@yahoo.com">Bluephi6701@yahoo.com</a>	Elected	Richmond County Self-sufficiency Program participants	Feb. 2021
II Low-income Community	Julie Vongdang 128 Micah Lane Hamlet, NC 28345 (910) 373-9158	Elected	Richmond County Self-sufficiency program participants	Dec. 2021
III Private Sector/Business	Allison Melvin 115 W. Franklin Street Rockingham NC 28379 (910) 997-9180	Appointed	Richmond Co. Employment Security Commission	Feb. 2021
III Private Sector/Business	Mable Townsend PO Box 94 Norman, NC 28367 (910) 417-5572 <a href="mailto:mabletbhc@hotmail.com">mabletbhc@hotmail.com</a>	Appointed	M.T. Personal Care	Feb. 2023

**BYLAWS OF  
SANDHILLS COMMUNITY ACTION PROGRAMS, INC.**

**ARTICLE I  
Name & Description**

The name of this organization shall be **Sandhills Community Action Program, Inc.**, hereinafter referred to as the Corporation. This Corporation is a private, non-profit organization incorporated under the laws of the State of North Carolina.

The mailing address of this Corporation is 340 Commerce Avenue, Suite 20, Southern Pines, NC 28387, or such other place or places as may be determined from time to time by the Board of Directors.

**ARTICLE II  
Purpose**

The Sandhills Community Action Program, Inc. was incorporated under the laws of the State of North Carolina as a private non-private organization in August, 1965. It has been designated by the Counties of Anson, Montgomery, Moore, and Richmond Counties, North Carolina, and the State and Federal Government for the purpose of achieving the following goals:

- a. To assist low income families to become self-sufficient.
- b. To work with the three significant groups in the community: that is, the poor, the public sector and private sector; to seek out, identify and attempt to alleviate the causes of poverty.
- c. To make the entire target area more responsive to the needs and interests of the poor by mobilizing available resources and bring about a greater institutional sensitivity.
- d. To strengthen the self-help capability of the poor and to provide them the opportunity and support to participate effectively, through their own individual community and target area organizations.
- e. To plan and develop a system of priorities among projects, and activities, providing appropriate housing counseling services and identifying service area resulting in the most effective and efficient use of resources.
- f. To serve the public interest in charitable relief of the poor, distressed or underprivileged; to promote the social welfare by programs designed to lessen community tension, eliminate prejudice and discrimination, defend human and civil rights and combat community deterioration.

**ARTICLE III**  
**Board of Directors**

Section 1: The governing body of this Corporation shall be its Board of Directors, which shall be comprised in accordance with the terms of this Article. The Board of Directors of the Corporation follows the tripartite composition of a community action board as required by the Community Services Block Grant, with one-third public sector, no more than one-third private sector and no less than one-third low income sector representation.

Section 2: The membership of the Board of Directors shall be (18) eighteen members. The members of the Board of Directors shall also serve as the members of the Corporation as required by the Articles of Incorporation. The Secretary will maintain the roster of Board members, their sector representation, terms of office, official contact information, and a record of their meeting attendance.

Section 3: Every member of the board shall reside in the Corporation's service area or hold full time employment in the service area. Directors shall be allocated geographically based upon the population of the service area. The current Board membership shall be based on:

<b>County/Sector</b>	<b>Public</b>	<b>Private</b>	<b>Low Income</b>	<b>Total</b>
Anson	1	1	1	3
Montgomery	1	1	1	3
Moore	2	2	2	6
Richmond	2	2	2	6
<b>Total</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>18</b>

The Board Development Committee will report and recommend changes based upon the U. S. Census.

Section 4: Board members must be at least eighteen years of age.

Section 5: All Directors must be approved by a vote of the Board of Directors. Directors will take their seats at the regular meeting in which they're approved.

Section 6: The Board has the express right to reject nominees from the public, private or low-income sectors by a 2/3 vote of the Board members present, a quorum having been established. A majority vote shall be sufficient to seat new members.

Section 7: Directors shall serve a three-year term. Directors may serve four (4) consecutive three (3) year terms, totaling twelve (12) years. Directors selected to fill an unexpired term may serve four additional full three-year terms. Directors who have served four terms may not be elected to additional terms until they have been off the board for one year. No member may serve more than fifteen years.

Section 8: The Board has a fiduciary duty to those who provide funds to the Corporation and to its staff for the sound administration of the Corporation. Members have a general duty of trust to those served by the Corporation and to the general public.

Section 9: Every Director of the Corporation shall exercise the powers and discharge the duties of his office honestly, in good faith, and in the best interests of the Corporation, and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.

Section 10: No individual Director shall have any authority to act on behalf of the Board with respect to the transaction of the affairs of the Corporation or with respect to agents or employees of the Corporation except as provided in these Bylaws or by resolution of the Board.

#### **ARTICLE IV Public Members**

Section 1: At least one-third of the members of the Board are publicly elected officials currently holding office, or their representatives. Any person elected to a public office in the service area may serve as a Director. An elected official who designates another person to represent him/her must inform the Corporation of his/her designation in writing.

Section 2: If an elected official, or body, does not agree within 45 days of receiving an invitation to serve or appoint a representative to the Board of Directors, the Board of Directors will ask another elected official, or body, to fill the seat.

Section 3: Elected officials or their representatives shall serve on the Board of Directors in this capacity only as long as they continue to hold office.

Section 4: A letter reaffirming each public sector Director or their representatives is required at the beginning of each term. The letter must be signed by the designated elected official, or body, reaffirming continued willingness to serve or designating a representative on the Board.