MOORE COUNTY BOARD OF COMMISSIONERS  
TUESDAY, NOVEMBER 5, 2019  
REGULAR MEETING, 10:30 AM

CALL TO ORDER

INVOCATION – Pastor Jim Bolyard, Carthage United Methodist Church

PLEDGE OF ALLEGIANCE – Misty Leland, County Attorney

I. PUBLIC COMMENT PERIOD (Procedures are attached)

II. ADDITIONAL AGENDA

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

III. RECOGNITIONS

A. Adoption Awareness Month Proclamation (Charlotte Kelley / Earlicia McBryde, DSS)

IV. PRESENTATIONS

V. APPROVAL OF CONSENT AGENDA

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

A. Minutes: October 15, 2019 Regular Meeting and Closed Session
B. Budget Amendments
C. Health Department Family Planning Grant Application
D. Deed of Dedication for Pinehurst Beach Club

VI. PUBLIC HEARINGS

A. Call to Public Hearing/Planning – Text Amendments to the Unified Development Ordinance (Debra Ensminger, Planning/Transportation Director)
B. Call to Public Hearing – TEFRA Hearing for Acquisition of a Charter School Site

VII. OLD BUSINESS
VIII. NEW BUSINESS

A. Information Technology – Request for Approval of Contract for DSS Computer Replacements (Chris Butts, Information Technology Director)

B. Sheriff – Request for Approval of Contract with Motorola for Purchase of Radios (Major Andy Conway)

C. Planning – Request for Approval of Performance Bond for Gretchen Pines Major Subdivision (Debra Ensminger, Planning/Transportation Director)

D. Transportation – Request for Approval of FY 20 5339 Capital Grant Transit Van Purchases Contract (Debra Ensminger, Planning/Transportation Director)

IX. APPOINTMENTS

A. Juvenile Crime Prevention Council

B. Town of Aberdeen Planning Board ETJ

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

XIII. CLOSED SESSION – if necessary

ADJOURNMENT
COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:

- **Veterans Day Holiday**, County Offices Closed, Monday, November 11
- **JCPC**, Tuesday, November 12, 8:00am *(Graham)*
- **Airport Authority**, Tuesday, November 12, 10:00am *(Graham)*
- **Board of Education**, Tuesday, November 12, 6:30pm *(Graham)*
- **Sandhills Center Board**, Tuesday, November 12, 7:00pm *(Ritter)*
- **Pre-Agenda**, Wednesday, November 13, 9:30am *(Graham / Quis)*
- **Local Emergency Planning**, Thursday, November 14, 11:00am *(Ritter)*
- **Service Award Luncheon**, Thursday, November 14, 12:00pm
- **Fire Commission**, Thursday, November 14, 6:00pm *(Ritter)*
- **DSS Board**, Monday, November 18, 5:30pm *(Graham)*
- **Regular Meeting**, Tuesday, November 19, 5:30pm
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 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Department of Social Services

DATE: October 3, 2019

SUBJECT: Adoption Awareness Proclamation

PRESENTER: Charlotte Kelley and Earlicia McBryde

REQUEST: Proclamation requested for Adoption Awareness Month, November 1 through November 30, 2019.

BACKGROUND: November has been designated as Adoption Awareness Month. Social workers make a difference in the lives of children in Moore County and around the world. Moore County DSS is requesting that the Moore County Commissioners sign a proclamation declaring November 1 through November 30 as Adoption Awareness Month in Moore County.

FINANCIAL IMPACT: None

IMPLEMENTATION PLAN: N/A

RECOMMENDATION SUMMARY: Issue proclamation to declare November 1st through November 30th, 2019 as Adoption Awareness Month in Moore County.

ATTACHMENTS: Proclamation
ADOPTION AWARENESS MONTH
2019
A PROCLAMATION

WHEREAS, November is celebrated as Adoption Awareness Month to proclaim that every child has a right to grow in a permanent, secure and loving family and that this experience lays the foundation for a happy, productive adulthood; and

WHEREAS, Moore County Department of Social Services serves nearly 43 children in substitute care who live away from their birth families; and

WHEREAS, adoption is the permanent plan for 11 of these children; and

WHEREAS, Moore County has finalized 9 adoption since November 1, 2018; and

WHEREAS, many of these children have special needs—children with physical, mental or emotional disabilities, siblings that need to be placed together, or older children; and

WHEREAS, Moore County Department of Social Services actively promotes the timely adoption of these children so that they might have permanent families who can provide them with security, guidance, and love, and

WHEREAS, children waiting for adoptive parents, and families who have adopted these children, require and deserve community support; and

NOW, THEREFORE, LET IT BE RESOLVED that the Moore County Board of Commissioners hereby proclaims November 2019 as ADOPTION AWARENESS MONTH in Moore County and we urge our citizens to recognize and support this observance.

Adopted this 5th day of November 2019.

__________________________________________
Frank Quis
Moore County Board of Commissioners

__________________________________________
Laura M. Williams
Clerk to the Board
The Moore County Board of Commissioners convened for a regular meeting at 10:30am, Tuesday, October 1, 2019, in the Commissioners’ Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

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

Chairman Quis called the meeting to order at 4:32pm.

CLOSED SESSION

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 and regarding Moore County v. Randy Acres et. al.

At 5:39pm, 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.

Pastor Bob Mason of Aberdeen Church of Christ offered the invocation and EMS Chief Grant Hunsucker led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Mr. John Misiaszek commented regarding sales tax refunds from the State.

ADDITIONAL AGENDA

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to add to the agenda under Public Hearings a call to public hearing regarding expansion of the C & D landfill.

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

Performance Bond Guarantee Request – Gretchen Pines Major Subdivision

Planning/Transportation Director Debra Ensminger presented information regarding a request from Mr. Johnny Harris, developer of Gretchen Pines, major subdivision, for a performance guarantee in order to begin construction of single family homes in the development’s Phase 1. Ms. Ensminger said performance guarantees were allowed per the Unified Development Ordinance. Discussion followed regarding delays in the project, its cost, and stormwater. Mr. Pete Mace, assisting Mr. Harris with the project, answered questions. The commissioners were in agreement to add the request to their November 5, 2019, regular meeting agenda.

CONSENT AGENDA

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

Minutes: October 1, 2019 Regular Meeting and Closed Session
Minutes: October 4, 2019 Special Meeting
Minutes: October 9, 2019 Special Meeting
Budget Amendments
Courthouse and Detention Buildings Capital Project Ordinance Revision # 8
Pinehurst No. 7 Interceptor Sewer Replacement Project Ordinance Revision # 2
MOA between Moore County Schools, County of Moore, and Sandhills Center
Water Pollution Control Plant Fee Schedule Amendment
Tax Releases/Refunds – September 2019
Medical Director Contract Renewal

The budget amendments, Courthouse Project Ordinance Revision # 8, Interceptor Sewer Project Ordinance Revision # 2, amended fee schedule for the Water Pollution Control Plant, and tax releases/refunds resolutions are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, and E, respectively.

PUBLIC HEARINGS

Public Hearing/Planning – Conditional Rezoning Request: Highway Commercial B-2 to Highway Commercial Conditional Zoning B2-CZ – Boat and RV Storage, Savannah Lane, Vass

Planning/Transportation Director Debra Ensminger presented a request for a Conditional Rezoning of a portion of a parcel located on Savannah Lane and adjacent to US Hwy 1 in Vass, owned by Buchholz Enterprises, LLC, per Deed Book 4902, Page 141. Chairman Quis opened the duly advertised public hearing regarding this request.

Mr. Ron Jackson shared that he was the owner of the property beside and behind the subject property and that he was okay with the rezoning request. He expressed frustration with the applicant’s requirement to go through the rezoning process when the parcel was already zoned B-2.

There being no further speakers, Chairman Quis closed the public hearing.

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Conditional Rezoning from Highway Commercial (B-
Public Hearing/Planning – General Use Rezoning Request: Highway Commercial B-2 to Residential and Agricultural 20 RA-20, Savannah Lane, Vass

Planning/Transportation Director Debra Ensminger presented a request for a General Use Rezoning of a portion of a parcel located on Savannah Lane and adjacent to US Hwy 1, Vass, owned by Buchholz Enterprises, LLC, per Deed Book 4902, Page 141. Chairman Quis opened the duly advertised public hearing regarding this request. There were no speakers. Chairman Quis closed the public hearing.

Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) of approximately 32,070 square feet of an approximate 2.78 acre parcel, located on Savannah Lane and adjacent to US Hwy 1, Vass. Ms. Ensminger’s staff report and the consistency statement are hereby incorporated as a part of these minutes by attachment as Appendix G.

Call to Public Hearing/Public Works

Public Works Director Randy Gould requested the Board call a public hearing regarding a permit amendment for the Construction and Demolition Landfill. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to call a public hearing to be conducted on November 19, 2019 at 5:30pm to consider the public comments made for the Construction and Demolition (C & D) Landfill Substantial Permit Amendment for Moore County Public Works.

NEW BUSINESS

Administration – Request to Approve Sandhills Community College’s Request to Accelerate the Nursing Education Facility Project

County Manager Wayne Vest reviewed a request by Sandhills Community College to accelerate the construction schedule for the nursing education facility approved to be funded with General Obligation bonds. The College had submitted the request by letter and subsequently discussed it in more detail during an October 9, 2019, special meeting (work session) of the Board of Commissioners. Mr. Vest recognized College Trustees Vice Chairman Larry Caddell, present at the meeting. Commissioner Gregory said it was commendable that they were able to go forward as it was necessary and they would be able to graduate nurses earlier than if the process was delayed. He said also he was very pleased to hear the $20M approved by the voters for the project would not be exceeded. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve Sandhills Community College’s request to accelerate the Nursing Education Facility project schedule and authorize County staff to take necessary steps for the General Obligation bond issuance.

Administration – Request for Adoption of Resolution Requesting Propositions for Off-Premises Sale of Malt Beverages and Unfortified Wine in Sheffield Township to be Added to the March 2020 Primary Ballot

Clerk to the Board Laura Williams presented a request for propositions for the sale of malt beverages and unfortified wine in the Sheffield Township be added to the March 3, 2020, primary ballot. The request was
received by Ms. Shirley Kennedy, owner and operator of Tommy’s Grocery in the Sheffield Township. Commissioner Gregory inquired regarding the citizens’ feeling on this matter and Ms. Williams indicated no comments had been received and she did not know that they were aware of the request. Commissioner Gregory inquired regarding this type of action being previously taken by the Board and Ms. Williams shared that the Board had last approved such a request for a citizen in the Greenwood Township several years prior. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve a resolution requesting that the Moore County Board of Elections add to the March 3, 2020, primary election ballot the following propositions for voters in the Sheffield Township:

To permit the “off-premises” sale only of malt beverages [ ] FOR [ ] AGAINST
To permit the “off-premises” sale only of unfortified wine [ ] FOR [ ] AGAINST

The resolution and a copy of Ms. Kennedy’s request are hereby incorporated as a part of these minutes by attachment as Appendix H.

Public Works – Request for Approval of USCOC Contract Amendment # 2

Public Works Director Randy Gould requested approval of an amendment to a contract with USCOC. He noted it would allow USCOC to make some modifications they wanted to make but there would be no additional dollars. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the amendment # 2 to the site lease agreement between Moore County and USCOC for antenna facilities on the tank at 25 McLean Road.

Public Works – Request for Approval of Purchase of Containers for Solid Waste

Public Works Director Randy Gould requested approval of a contract for the purchase of solid waste containers. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to approve the contract with Baker Waste Equipment, Inc. for the purchase of twelve containers for Solid Waste and authorize the Chairman to sign conditional upon the County Attorney’s approval.

Public Works – Request for Approval of Camp Mackall Contract Amendment

Public Works Director Randy Gould requested the Board’s approval of an amendment to the contract with Camp Mackall. He explained that Camp Mackall had an annual service agreement with the County and that their fiscal year began October 1. He said this year he was projecting an amount ten years forward so the County could follow the contract and just extend it annually. He noted the sewer flow rates had just been approved under the consent agenda. Chairman Quis asked if an expansion to their system would be at their expense and Mr. Gould said yes. Mr. Gould said they had expanded a couple of times during his tenure and it required a new agreement. Chairman Quis asked if they were to double in size, would the contract be renegotiated and Mr. Gould said yes. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the contract amendment to the Camp Mackall sewer agreement and authorize the Chairman to sign conditional upon the County Attorney approval.

Public Safety – Request for Approval of Contract with Radio Communications Company for Zetron Call Taking and Dispatch

Deputy Public Safety Director Scot Brooks requested approval of a contract with Radio Communications Company for the Zetron call taking and dispatch. Upon inquiry by Commissioner Ritter, Mr. Brooks confirmed that efficiency had increased with the system. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the contract with Radio Communications Company for the ongoing annual preventative maintenance and emergency response for major system outages for the Zetron
911 Dispatch Operator and Call Taking System Equipment, software/firmware installations, and routine product, software, and operational support for the primary and back-up 911 center via sole source vendor for the cost of $70,000 and authorize the Chairman to execute all necessary documents upon legal and financial approval. The sole source form is hereby incorporated as a part of these minutes by attachment as Appendix I.

Public Safety – Request for Approval of Contract with Radio Communications Company for Tower Maintenance

Deputy Public Safety Director Scot Brooks requested approval of a contract with Radio Communications Company for tower maintenance. Chairman Quis asked how many towers there were and Mr. Brooks said there were three and noted their locations. Commissioner Ritter inquired regarding Viper communications in Robbins and Mr. Brooks indicated there had been some contract negotiations with a cell phone company. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve a contract with Radio Communications Company for the ongoing annual preventative maintenance and emergency response for major system outages for the paging system equipment and radio system equipment (i.e. tower and radio equipment) for the primary and back-up 911 center via sole source vendor for the cost of $30,000 and authorize the County Manager to execute all necessary documents upon legal and financial approval. The sole source form is hereby incorporated as a part of these minutes by attachment as Appendix J.

Public Safety – Request for Approval of Purchase of Replacement Computers for EMS

EMS Chief Grant Hunsucker requested the Board’s approval for the replacement of computers and tablets for ambulances as recommended by the County’s Information Technology Director. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve a contract with Data Source Mobility for an amount not to exceed $84,422.20 for the replacement of fifteen Getac ruggedized laptops for electronic patient care documentation and fifteen Getac ruggedized tablets mounted in EMS ambulances for MDIS terminals – Computer Dispatch Information / Automatic Vehicle Location and authorize the Chairman to sign all necessary documents upon legal and financial approvals, and to approve the attached budget amendment. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix K.

COMMISSIONERS’ COMMENTS

Commissioner Graham commented regarding a session of the North Carolina Supreme Court schedule to be held in Moore County in the Historic Courthouse on May 6, 2020. She said it was an honor that Moore County was chosen and they would certainly be welcomed here.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the October 15, 2019, regular meeting of the Moore County Board of Commissioners at 6:37pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board
MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: 10/28/2019

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:

<table>
<thead>
<tr>
<th>Department / Fund</th>
<th>Amount</th>
<th>Sources of Revenue</th>
<th>Justification</th>
<th>Journal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Property</td>
<td>$1,255</td>
<td>Insurance Reimbursement</td>
<td>Funds will be used to repair damaged vehicles.</td>
<td>50001</td>
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<tr>
<td>Management</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Property</td>
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<td>Insurance Reimbursement</td>
<td>Funds will be used to repair damaged vehicles.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3. Property</td>
<td>$888</td>
<td>Insurance Reimbursement</td>
<td>Funds will be used to repair damaged vehicles.</td>
<td>50003</td>
</tr>
<tr>
<td>Management</td>
<td>increase</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Health</td>
<td>$18,943</td>
<td>Family Planning Grant</td>
<td>Provide additional Family Planning services based on locally determined needs and circumstances.</td>
<td>50004</td>
</tr>
<tr>
<td>increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Finance</td>
<td>$220,480</td>
<td>Sandhills Center BHI Grant</td>
<td>Funding for Behavior Health Intervention (BHI)</td>
<td>50005</td>
</tr>
<tr>
<td>increase</td>
<td></td>
<td></td>
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<td></td>
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</table>

IMPLEMENTATION PLAN:
N/A

FINANCIAL IMPACT STATEMENT:
The overall effect is to increase/decrease the revenue and expenditures in the General Fund for $241,766 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 2019/2020

<table>
<thead>
<tr>
<th>Budget Line Item Number</th>
<th>Budgeted Amount</th>
<th>Increase/ (Decrease)</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue 10018000 36053</td>
<td>Insurance Proceeds</td>
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<td>200 200</td>
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<tr>
<td>Expense 10047087 53872</td>
<td>Professional SVCS</td>
<td>60,000</td>
<td>200 60,200</td>
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</table>

Approved this ___________ day of ______________________, 2019

________________________________________
Frank Quis
Moore County Board of Commissioners

________________________________________
Laura Williams
Clerk to the Board

50002
Budget Amendment Staff Report

Department:
Property Management

Increase or Decrease of Amount of Funding:
10018000 36053 (Insurance Proceeds) $200.00
10047087 53872 (Professional Services) $200.00

Source(s) of Funding:
Insurance Reimbursement

Justification (please be specific):
State Farm sent an insurance reimbursement to the County of Moore for the amount of $200.00 for reimbursement payment on the towing for AVEO Vehicle from Aging Dept. VIN: KLT1TD566608B189685. Funds will be used to repair damaged vehicles.
### Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Budget Line Item Number</th>
<th>Budgeted Amount</th>
<th>Increase/ (Decrease)</th>
<th>Revised Budget</th>
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<tr>
<td>Revenue 10018000 36053 Insurance Proceeds</td>
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<tr>
<td>Expense 10047087 53872 Professional SVCS</td>
<td>60,000</td>
<td>1,255</td>
<td>61,255</td>
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</table>

Approved this __________ day of ________________________________, 2019

_______________________________
Frank Quis  
Moore County Board of Commissioners

_______________________________
Laura Williams  
Clerk to the Board
Budget Amendment Staff Report

Department:
Property Management

Increase or Decrease of Amount of Funding:
10018000 36053 (Insurance Proceeds) $1,255.00
10047087 53872 (Professional Services) $1,255.00

Source(s) of Funding:
Insurance Reimbursement

Justification (please be specific):
GEICO Insurance Company sent an insurance reimbursement to the County of Moore for the amount of $1,254.68 for reimbursement payment on the 2015 Dodge Charger (Fleet) VIN#2C3CD XATX FH863643. Funds will be used to repair damaged vehicles.
### Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Budget Line Item Number</th>
<th>Budgeted Amount</th>
<th>Increase/Decrease</th>
<th>Revised Budget</th>
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<td>Revenue 10018000 36053</td>
<td>Insurance Proceeds</td>
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<td>888</td>
</tr>
<tr>
<td>Expense 10047087 53872</td>
<td>Professional SVCS</td>
<td>60,000</td>
<td>888 60,888</td>
</tr>
</tbody>
</table>

Property Management - Insurance Reimbursement

Approved this ______________ day of ________________________________, 2019

__________________________________________
Frankquis
Moore County Board of Commissioners

__________________________________________
Laura Williams
Clerk to the Board
Budget Amendment Staff Report

Department: Property Management

Increase or Decrease of Amount of Funding:

10018000 36053 (Insurance Proceeds) $888.00
10047087 53872 (Professional Services) $888.00

Source(s) of Funding:
Insurance Reimbursement

Justification (please be specific):

Sedgwick Claims Management Services, Inc sent an insurance reimbursement to the County of Moore for the amount of $888.00 for settlement payment on the 2015 Dodge Charger Light Bar Damage on Sherriff Dept. vehicle VIN: 3639. Funds will be used to repair damaged vehicles.
# Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Budget Line Item Number</th>
<th>Budgeted Amount</th>
<th>Increase/ (Decrease)</th>
<th>Revised Budget</th>
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<td>Revenue 10033071 35008</td>
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<td>Expense 10039049 52304</td>
<td>130,590</td>
<td>18,943</td>
<td>149,533</td>
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</table>

Health - Family Planning Grant

Approved this _______________ day of __________________________, 2019

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 10033071-35008 Family Planning Grant Increase $18,943
Expense 10039049-52304 Family Planning Expenditure Increase of $18,943

Source(s) of Funding:
Title X federal funding from the US Dept. of Health & Human Services, Public Health Service, awarded to the NC Statewide Family Planning Program for FY19-20.

(Justification (please be specific):

The North Carolina Division of Public Health allocation to Moore County of Title X federal funding for the Family Planning Grant has been increased by $18,943 for Fiscal Year 2019-2020 which increases the total Family Planning Grant amount from $150,669 to $169,612.

These additional Title X funds will enable local health departments to provide additional Family Planning services based on locally determined needs and circumstances.
## Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Budget Line Item Number</th>
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<th>Increase/Decrease</th>
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<td>Revenue 10018000 30457</td>
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</tr>
<tr>
<td>Expense 10034096 56301</td>
<td>Sandhills Center BHI Grant</td>
<td>-220,480</td>
<td>220,480</td>
</tr>
</tbody>
</table>

Approved this ___________ day of ____________________________________________ 2019

______________________________
Frank Quis
Moore County Board of Commissioners

______________________________
Laura Williams
Clerk to the Board

50005
Budget Amendment Staff Report

Department:
Finance

Increase or Decrease of Amount of Funding:
Increase of $220,480

Source(s) of Funding:
10018000 30457 Sandhills Center BHI Grant INCREASE $220,480
10034096 56301 Sandhills Center BHI Grant INCREASE $220,480

Justification (please be specific):
A Memorandum of Agreement has been created between all parties through which Sandhills Center would provide funding for Behavior Health Intervention (BHI) team members including salary and benefits; computer/equipment for BHI team members; and training for BHI team members. The total annual funding from Sandhills Center to MCS would be $220,480. This is a pass-through non-profit grant. The Memorandum of Agreement was approved by the Board of Commissioners on October 15th, 2019.
MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Robert R. Wittmann, Health Director

DATE: 22 October 19

SUBJECT: Family Planning Grant RFA # A367

PRESENTER: Robert R. Wittmann, Health Director

REQUEST: The Moore County Health Department respectfully requests that the Moore County Board of Commissioners approve the Department making application for grant RFA # A367 Family Planning Services. If received, the grant award will provide $58,677.00 per year for the next three years as follows: June 1, 2020-May 31, 2021; June 1, 2021-May 31, 2022; June 1, 2022-May 31, 2023. Family Planning funding would help support activities such as a satellite clinic at Westmoore, advertising and promotion of family planning, education, and services to women and men.

BACKGROUND: The Moore County Health Department applied for and received this funding in 2016. The current Family Planning grant award period ends May 31, 2020.

IMPLEMENTATION PLAN: After submitting the grant application, award notification is November 27, 2019. If Moore County receives the award, the Department will submit a request to the Moore County Board of Commissioners for approval to accept the grant. If approved the Department will begin receiving funding June 1, 2020.

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

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners approve the Department making application for grant RFA # A367 Family Planning Services in the amount of $58,677.00 per year for the next three years.

SUPPORTING ATTACHMENTS: Grant application cover letter and the Contractor Budget Work sheets.
October 18, 2019

Division of Public Health
Women’s Health Branch
Attn: Kristen Carroll
5601 Six Forks Rd., 2nd Floor
Raleigh, NC 27609

Application for Family Planning Grant RFA # A367
Moore County Federal Tax ID Number 56-6000322
Moore County DUNS Number: 0509-881146

Dear Ms. Carroll,

Thank you for the opportunity to apply for the Family Planning RFA # A367 grant. The grant will support Moore County’s efforts in providing family planning services to women and men, living in and around Moore County.

Moore County Health Department, along with the Moore County Board of Health, was organized in 1928 and was housed in the current Historic Courthouse, located in Carthage. The first staff was made up of three members; the health director, a public health nurse and a clerk. Through the years the Health Department has grown significantly. The current location is 705 Pinehurst Avenue in Carthage. Presently there are 50 full time staff members in the Health Department.

The mission of the Health Department is “To Protect and Promote Health through Prevention and Control of Disease and Injury”. Services include Family Planning, Maternal Health, Immunizations, and Communicable Disease Surveillance and follow-up, which includes the screening and treatment for sexually transmitted infections. The Health Department also houses the Special Supplemental Nutrition

Appointments
910-947-3395

Environmental Health
Ph. 910-947-6283
Fax: 910-947-5127

WIC
Ph. 910-947-2797
Appointments: 910-947-3271
Fax: 910-947-2460

www.moorecountync.gov/health
Program for Women, Infants, and Children (WIC), which often dually serves the women seen in our Family Planning and Maternal Health Clinics.

As our agency continues to grow and serve the women and men living in and around Moore County, we are aware of the need to grow and expand Family Planning services. In a geographically large county, the possibility of a satellite location may be helpful in reaching more teens, as well as involve men, a population that often does not seek Family Planning services. Currently, County funds help supplement services provided in the Family Planning program, by providing salary and fringe for Family Planning staff. Awarding of these funds would support a satellite clinic location, highlight Family Planning services through advertising and continue to help provide birth control, education and counseling to our community.

It is our goal to continue to provide quality services to women and men in our County. Thank you again for the opportunity to apply for this grant.

Sincerely,

Robert R. Wittmann, MPH
Health Director

“To Protect and Promote Health through Prevention and Control of Disease and Injury.”

Appointments 910-947-3395
Environmental Health Ph. 910-947-6283
Fax: 910-947-5127
WIC Ph. 910-947-2797
Appointments: 910-947-3271
Fax: 910-947-2460

www.moorecountync.gov/health
Complete this form such that amounts for state funds are shown when entering line item detail. Add rows as needed. Enter information in yellow shaded cells only. Do NOT enter or delete anything in blue shaded cells. The aqua cells contain formulas that are NOT to be overridden. Be sure to complete the additional required worksheets by clicking on the word "detail".

<table>
<thead>
<tr>
<th>Category</th>
<th>Line Item</th>
<th>Amount</th>
<th>Detail</th>
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<tr>
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<td>Fringe Benefits</td>
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</tr>
<tr>
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<td>Other</td>
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<tr>
<td>Total Human Resources</td>
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<td>$0</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Operational Expenses/Capital Outlays**

**Supplies and Materials**

- Furniture

<table>
<thead>
<tr>
<th>Category</th>
<th>Line Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Other</td>
<td>$44,102.00</td>
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</table>

**Equipment**

- Communication
- Office
- IT
- Assistive Technology
- Medical
- Vehicles
- Scientific
- Other

Nexplanon $414.00 x 71 = $29,394.00; Paragard IUC $235.00 x 10 = $2,350.00; Mirena IUC $319 x 16 = $5,104.00; Depo-Provera $21.00 x 276 = $5,796.00; Plan B $4.00 x 15 = $60.00; Tri Lo Mariza $0.50 x 50= $25.00; Portia $2.00 x 15 = $30.00; Junel Fe $2.00 x 35 = $70.00, Jencycla $2.00 x 238 = $476.00; Female Condom $12.00 x 24 = $288.00; Male Condom $1.00 x 509 = $509.00
### Contractor Budget Worksheet

#### Travel
- Contractor Staff
- Board Members Expense

#### Utilities
- Gas
- Electric
- Telephone
- Water
- Other

#### Repair and Maintenance

#### Staff Development

#### Media/Communications
- Advertising: $14,575.00
- Audiovisual Presentations, Multimedia, TV, Radio Presentations
- Logos
- Promotional Items
- Publications
- PSAs and Ads
- Reprints
- Text translation
- Websites and Web Materials

#### Rent
- Office Space
- Equipment
- Furniture
- Vehicles
- Other

Pilot Online News Subscription: $2,875.00; Sandhills Cinema advertising for one year: $6,600; Billboard advertising x one billboard for one year: $3,100.00
<table>
<thead>
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<th>Category</th>
<th>Amount</th>
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<tbody>
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<td>Security</td>
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<tr>
<td><strong>Dues and Subscriptions</strong></td>
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<tr>
<td><strong>Other</strong></td>
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<tr>
<td>Audit Services</td>
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<tr>
<td>Service Payments</td>
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</tr>
<tr>
<td>Incentives and Participants</td>
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<td>Insurance and Bonding</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total Operational Expenses/Capital Outlays</strong></td>
<td>$58,677.00</td>
</tr>
<tr>
<td>Subcontracting and Grants</td>
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</tr>
<tr>
<td>Indirect Cost</td>
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<tr>
<td>Contractor Match</td>
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</tr>
<tr>
<td><strong>Total Budgeted Expenditures</strong></td>
<td>$58,677.00</td>
</tr>
</tbody>
</table>

The cost per service line item is separate from total budgeted expenditures and is used when creating a deliverable based contract and no other detail is required for the line item budget.
MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director  
DATE: October 28, 2019  
SUBJECT: Deed of Dedication for Pinehurst Beach Club  
PRESENTER: Randy Gould, PE  

REQUEST:  
Make a motion to accept the Deed of Dedication for the Pinehurst Beach Club, Phase 1.

BACKGROUND:  
The utilities construction for Pinehurst Beach Club, Phase 1 is complete and ready for operation and acceptance by the County.

IMPLEMENTATION PLAN:  
Accept the deed of dedication for the utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:  
Any acceptance of ownership that places additional financial burden on Moore County Public Utilities will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:  
Make a motion to accept the Deed of Dedication for Pinehurst Beach Club, Phase 1.

SUPPORTING ATTACHMENTS:  
Deed of Dedication and Releases.
DEED OF DEDICATION

This instrument prepared by: Elizabeth Curran O’Brien, Attorney
Return to: Moore County Attorney’s Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ____ day of __________________, 20____, by and between:

<table>
<thead>
<tr>
<th>GRANTOR</th>
<th>GRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinehurst, LLC  PO Box 4000  Pinehurst, NC 28374</td>
<td>County of Moore, a political subdivision of the State of North Carolina  P.O. Box 905  Carthage, NC 28327</td>
</tr>
</tbody>
</table>

WITNESSETH:

WHEREAS, Grantor has caused to be installed water pipelines within the public right-of-way of Diamondhead Drive South and Burning Tree Road, located in Pinehurst, Moore County, North Carolina, the location of which is hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water from Grantee to the newly installed pipelines; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution and/or sewer collection systems under the terms of which, among other things, in order to obtain water and/or sewer service, Grantor must convey title to the water distribution and/or sewer collection system to Grantee through an instrument of dedication acceptable to Grantee.
NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water pipelines and connecting and incorporating those pipelines into the Grantee’s system, Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system, including a 2” water service connecting to the existing water line, located within the right-of-way of Diamondhead Dr. S. and a hydrant assembly connecting to the existing water line, located within the right-of-way of Burning Tree Rd., all of which is located in Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee’s existing equipment at or near Diamondhead Dr. S. and Burning Tree Rd.

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

The Grantee shall have the right to construct, install, reconstruct, operate, maintain, inspect, repair, relocate, modify, and remove water distribution and/or wastewater collection pipeline, apparatus, and equipment within the Easement Area. The easement granted to the Grantee includes the following rights: 1) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways, and paved areas where practical, as determined by the Grantee); 2) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or improvement; 3) to keep clear from the Easement Area, now or at any time in the future, trees, shrubs, undergrowth, buildings, structures (e.g. docks or retaining walls), and obstructions (e.g. fences or paved areas); and 4) all other rights and privileges reasonably necessary or convenient for the Grantee’s safe, reliable, and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein. Grantee will not be responsible for the costs, repair, or replacement of plants, buildings, structures, or obstructions located within the Easement Area, including those that may occur as a result of the Grantee’s use of the easement.

Grantor will not place shrubs, structures (e.g. docks or retaining walls), or obstructions (e.g. fences or paved areas) within the easement area without the express written consent of the Grantee. Grantor will not place trees or buildings within the easement area.

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

Grantor agrees and understands that Grantee conditionally accepts the personal property and easement being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one year beginning ________________, 20___. Grantee will have until ________________, 20___, to inspect the personal property and easement for any needed repairs. Grantor will be provided with a list of items that must be resolved prior to the Grantee’s final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication and Easement.

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

GRANTOR

By: Richard Higginbotham

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that ________________ personally came before me this day, and I have seen satisfactory evidence of the principal’s identity, by a current state or federal identification with the principal’s photograph in the form of a ________________; and he/she has acknowledged that he/she is the Organizer of ________________________________, a North Carolina __________________ company, and that he/she, as Organizer, being authorized to do so, executed the foregoing on behalf of ________________________________.

Witness my hand and official seal, this ___ day of ________________, 20___.

____________________________
Signature of Notary Public

(NOTARY SEAL)

____________________________
Printed Name of Notary Public

My Commission Expires: ______________
ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the ____ day of ________________, 20__.  

COUNTY OF MOORE

ATTEST:

__________________________________________
Chair
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board
Pinehurst, LLC, a North Carolina limited liability corporation, with an office and place of business located in Pinehurst, North Carolina and conducting business in Moore County, North Carolina (the “Affiant), being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Mineral Springs Township, Moore County, North Carolina, known as “Pinehurst Beach Club, Phase 1,” as more particularly described in a Deed of Dedication in favor of the County of Moore of even date herewith.

2. That it has caused to be installed water and/or sewer mains under and along the road right-of-ways for the property hereinafter described and referenced:

   All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system, including a 2” water service connecting to the existing water line, located within the right-of-way of Diamondhead Dr. S. and a hydrant assembly connecting to the existing water line, located within the right-of-way of Burning Tree Rd., all of which is located in Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee’s existing equipment at or near Diamondhead Dr. S. and Burning Tree Rd.

3. All the work which has been performed in the construction and installation of said water and/or sewer mains described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and/or sewer mains installed therein which would in any way jeopardize title to the subdivision or the water and/or sewer mains located therein.

   [Intentionally left blank. Signature on the following page.]
IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this the _____ day of ________________, 20__.

GRANTOR

By: Richard Higginbotham

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that ___________________________________ personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a ___________________________; and he/she has acknowledged that he/she is the Organizer of ________________________________, a North Carolina __________________ company, and that he/she, as Organizer, being authorized to do so, executed the foregoing on behalf of ________________________________.

Witness my hand and official seal, this ___ day of ________________, 20__.

________________________________
Signature of Notary Public

(NOTARY SEAL)

Printed Name of Notary Public

My Commission Expires: ____________
DEVELOPER RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the “County”) is willing to accept a Deed of Dedication of water and/or sewer mains and easement access to the water and/or sewer mains from Pinehurst, LLC (the “Developer”), as described in the Deed of Dedication and Easement executed by the Developer on ____________________________. In exchange for the acceptance and operation of the water distribution system and/or sewer collection system, the Developer executes this Release and Waiver of All Claims and Liens.

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

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system, including a 2" water service connecting to the existing water line, located within the right-of-way of Diamondhead Dr. S. and a hydrant assembly connecting to the existing water line, located within the right-of-way of Burning Tree Rd., all of which is located in Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee’s existing equipment at or near Diamondhead Dr. S. and Burning Tree Rd.

The property described above, which includes, but is not limited to, all water and/or sewer mains, equipment and apparatuses shall hereinafter be referred to as the “Property.”

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

For and in consideration of the County’s acceptance of the Property and the County’s agreement to operate the water distribution system and/or sewer collection system, the Developer, for itself and its assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from
any and all claims, demands or causes of action that might exist, arise out of, or in any way be related to the Property as of the date this release is executed.

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

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

IN WITNESS WHEREOF, this Release and Waiver has been executed this ____ day of _____________, 20___.

DEVELOPER

ATTEST:

By: ________________________ (Print)                By: ________________________ (Print)
CONTRACTOR RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the “County”) is willing to accept a Deed of Dedication of water and/or sewer mains and easement access to the water and/or sewer mains from Pinehurst, LLC (the “Developer”), as described in the Deed of Dedication executed by the Developer on _________________. In exchange for the acceptance and operation of the water distribution system and/or sewer collection system, the Developer’s Contractor, Progressive Contracting Co., Inc., a North Carolina corporation, executes this Release and Waiver of All Claims and Liens.

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

All water pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution system, including a 2” water service connecting to the existing water line, located within the right-of-way of Diamondhead Dr. S. and a hydrant assembly connecting to the existing water line, located within the right-of-way of Burning Tree Rd., all of which is located in Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee’s existing equipment at or near Diamondhead Dr. S. and Burning Tree Rd.

The property described above, which includes, but is not limited to, all water and/or sewer mains, equipment and apparatuses shall hereinafter be referred to as the “Property.”

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

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

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

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

IN WITNESS WHEREOF, this Release and Waiver has been executed this ___ day of _________________, 20____.

CONTRACTOR

ATTEST:

By: _________________________ (Print)
MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: October 4, 2019

SUBJECT: Call to Public Hearing for a Text Amendment to the Unified Development Ordinance – Quarterly Amendments

PRESENTER: Debra Ensminger

REQUEST
Moore County Planning Staff is requesting the below text amendments to the Moore County Unified Development Ordinance:

**Bold Text** – additions to the ordinance
**Strikethrough Text** - deletions from the ordinance

1. AMEND Chapter 4 (Zoning Permits), Section 4.1 (Zoning Permit Applicability), as follows:

   **4.1 Zoning Permit Applicability**

   No land shall be used or occupied and no building, structure, or sign shall be erected, moved, enlarged, used, or structurally altered or its use changed, until a zoning permit, signed by the property owner applicant, is issued by the Administrator.

   **REASON**. The applicant is not required to be the property owner. Many times, contractors apply for permits for the property owner.

2. AMEND Chapter 4 (Zoning Permits), Section 4.2 (Application), Subsection C (Site Plan Requirements), as follows:

   **C. Site Plan Requirements**. Each application for a zoning permit and any other permit as indicated in this ordinance shall be accompanied by a site plan, drawn to scale, including the following information, as applicable, determined applicable or relevant by the Administrator.

   1. Dimension of property (front, side, and rear property lines)
   2. Dimensions and locations of any existing or proposed buildings and signs
   3. Existing and proposed uses of building(s) and/or land
   4. Non-residential floor plans
   5. Existing and proposed street right-of-ways and/or easements
   6. Current and /or proposed setbacks from property lines, easements, and ROWs

UDO Text Amendments – Quarterly Amendments – Call To – Staff Report
7. Dimensions and locations of driveway, parking lots, and parking spaces
8. Dimensions and location of loading and unloading areas
9. Existing and proposed utilities
10. Non-residential screening plan
11. Significant natural features including floodplain, wetlands, lakes, streams, etc. The applicant is responsible for the accuracy of significant features shown on the site plan. The Administrator may require Army Corp of Engineer approval before a zoning permit is issued.
12. Existing and proposed impervious surface percentages
13. Location of any stormwater control devices, any stormwater control plans, and the name of the certifying engineer. The applicant is responsible for the accuracy of the stormwater controls shown on the site plan.
14. Phasing plans
15. Any other information which the Administrator deems necessary as required per local, state, or federal law.

**REASON.** The Administrator may determine that not all checklist items are relevant. If there are wetlands, stormwater controls, etc. the applicant is responsible for the accuracy.

3. AMEND Chapter 5 (Dimensional Standards), Section 5.1 (Table of Area and Setbacks), as follows:

### 5.1 Table of Area and Setbacks

Reference: NCGS 153A-326 and 160A-306. (Additional setback standards: fences & walls (Section 7.7), Highway Corridor Overlay District (Section 7.8), signs (Section 7.16), setback encroachments such as porches (Section 7.15), and Administrative Variances for non-conforming lots (Section 9.7).

**REASON.** Remove language to correspond with the removal of Section 7.15 to be consistent with the Fire Code.

4. AMEND Chapter 6 (Table of Uses), Section 6.1 (Use Table), as follows:

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<th>RESIDENTIAL USES</th>
<th>RA-20</th>
<th>RA-40</th>
<th>RA-2</th>
<th>RA-3</th>
<th>GCSL</th>
<th>GCWL</th>
<th>RE</th>
<th>RA-USB</th>
<th>RA</th>
<th>PC</th>
<th>VB</th>
<th>B-1</th>
<th>B-2</th>
<th>B-I</th>
<th>B-I-2</th>
<th>I</th>
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</table>

<table>
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<tr>
<th>OTHER USES</th>
<th>RA-20</th>
<th>RA-40</th>
<th>RA-2</th>
<th>RA-3</th>
<th>GCSL</th>
<th>GCWL</th>
<th>RE</th>
<th>RA-USB</th>
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<th>B-1</th>
<th>B-2</th>
<th>B-I</th>
<th>B-I-2</th>
<th>I</th>
<th>Specific Use Standards</th>
<th>Bldg. Code Group</th>
</tr>
</thead>
</table>

UDO Text Amendments – Quarterly Amendments – Call To – Staff Report
**REASON.** Remove Major Subdivisions from “Residential Uses” and add to “Other Uses” to include non-residential major subdivisions, such as a business park.

5. **REMOVE Chapter 7 (General Development Standards), Section 7.15 (Setback Encroachments), as follows:**

*7.15—Setback Encroachments*

Fire escapes, awnings, stairways, steps, ramps, stoops, balconies, decks, uncovered porches, and similar items may not project more than 4 feet into any required setback. Sills, cornices, eaves, gutters, buttresses, ornamental features, and similar items may not project more than 30 inches. Refer to Section 9.7 for setback subsidizations for existing lots of record.

**REASON**. Remove language to correspond with Fire Code standards which requires that the entire building shall not project into the required distance requirements.

6. **AMEND Chapter 7 (General Development Standards), Section 7.11 (Non-Residential Screening), Subsection D (Screening Types), as follows:**

- **Type 2.** A single row of evergreen shrubs placed no more than 4 feet apart installed at a minimum height of 5 feet with the intent to achieve opaqueness and a minimum height of 10 feet in 5 years. Low limbs are not to be trimmed from the planting higher than 24 inches from the ground.

- **Type 3.** Existing undisturbed natural vegetation or planted strip designed to simulate a wooded natural vegetative area. A minimum width of 20 feet is required, including a minimum of 15 trees, at least half evergreen, plus 15 shrubs, at least half evergreen, per 100 linear feet of lot boundary, prorated for less than 100 foot sections. New or supplemental trees shall be planted a minimum height of 6 feet at the time of installation with the intent to grow to 10 feet within 2 1/2 years. New or supplemental shrubs shall be planted a minimum of 5 feet at time of installation with the intent to grow to 10 1/2 feet within 5 years. Vegetation shall be distributed along the entire length and width of the planted buffer. A mixture of plant types are recommended to mitigate the spread of disease.

**REASON.** Based on feedback from developers and comparing the county’s standards to the nearby towns, the county’s current landscaping standards are too stringent. Staff has reduced the standards to be similar to the nearby towns of Pinehurst and Southern Pines. Staff has also consulted with a certified arborist and the Forest Service for assistance in drafting the language as well. Based on their opinions, requiring plants to be planted too close together causes the roots to intermingle and disease to spread. Also, planting larger plants required more water and are not as resilient as younger seedlings.
7. AMEND Chapter 7 (General Development Standards), Section 7.16 (Signs), Subsection J (Off-Premise Signs), as follows:

J. Off-Premise Signs (excluding Billboards). Off-premise signs (excluding billboards) are permitted in the RA, B-1, B-2, RE, RA-5, RA-2, RA-40, and VB Zoning Districts subject to the following:

1. For premise / lots of 5 acres or more in size and having a street frontage greater than 400 feet, a second sign may be erected if the total display area of both signs does not exceed 32 square feet (second sign shall also not exceed 6 feet in height).
2. No more than 1 off-premise sign per property. One off-premise advertising sign displaying multiple businesses may be used as the allowed sign(s) per premise, as long as the sign does not exceed 15 feet in height, 50 square feet in total display area.
3. No more than 3 off-premise advertising signs, per business, not including billboards, shall not advertise on a premise farther than 4 miles measured in a straight line distance from the sign to the closest parcel boundary on which the business is located.
4. No residential development, business, institution, or industry with frontage on any of the following roadways: US Highway 1, US Highway 15-501, NC Highway 2, NC Highway 5, NC Highway 22, NC Highway 24/27, NC Highway 211 (with the exception of properties zoned VB), NC Highway 690, or NC Highway 705 is eligible to use this type of signage. One adjacent interior lot may utilize a portion of the sign with the lot fronting the highway. Only one sign per street frontage is permitted.
5. Signs must be placed on a lot of record and the applicant shall provide a notarized statement from all owners of property allowing the off-premise advertising sign to be erected on their property.
6. Verification from the North Carolina Department of Transportation that the sign will not be in violation of any State regulations at its proposed location must be submitted with the sign permit application.

REASON. Allows interior lots an option to have signage fronting a highway.

8. AMEND Chapter 8 (Special Use Standards), Section 8.4 (Accessory Dwelling Located within a Stick Built Dwelling), as follows:

8.4 Accessory Dwelling Located within a Single Family Dwelling
A. **Definition.** An addition (such as a mother-in-law suite) to an existing single family dwelling, containing separate sleeping, kitchen, and bathroom facilities.

B. **Standards.** No more than 1 accessory dwelling located within a principal dwelling per lot. **Two dwelling units can be connected by a passageway or breezeway but shall be considered 2 separate buildings.**

**REASON.** Clarifies that a passageway creates 2 separate buildings per the Building Code.

9. AMEND Chapter 8 (Special Use Standards), Section 8.12 (Home Occupation, Level 2), Subsection B (Standards) as follows:

A. **Standards.** 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 uses 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 (Section 8.20)
2. Kennels, Overnight (Section 8.22)
3. Pet Day Care, Grooming, Obedience Training (Section 8.23)
4. Small Appliance Repair Shop (may include outdoor storage) (Section 8.30)
5. Trade Contractor Office and Workshop (may include outdoor storage) (Section 8.32)
6. Feed and Seed Sales (Section 8.35)
7. Florist (Section 8.36)
8. Garden Center (Section 8.38)
9. Taxi Service (Section 8.48)
10. Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV - Sales, Rental, Service (Section 8.49)
11. Child Care Facility (Section 8.62)
12. Recreation, Low Impact Outdoor (Section 8.85)
13. Contractors Storage Yard and Office (Section 8.93)

**REASON.** Specific use standard section numbers are removed due to being subject to change. Specific use standard compliance is already mentioned in “Standards.”

10. AMEND Chapter 8 (Specific Use Standards), Section 8.68 (Government Facility), Subsection A (Definition), as follows:

**Definition.** A building or land use owned, operated, or occupied by a local, state, or federal governmental agency to provide a governmental service to the immediate area and needs of the county citizens. Examples include, but are not limited to, emergency service facilities, county **UDO Text Amendments – Quarterly Amendments – Call To – Staff Report**
offices, county utilities, county solid waste convenience site, libraries, post offices, employment offices, public assistance offices, vehicle registration and licensing services, and public recreational facilities, open space, and parks. A convenience site is a small county maintained facility, typically a satellite location, provided for convenience to citizens, used for the collection, separation, and short-term storage of waste, recyclables, and/or hazardous materials.

**REASON.** Add convenience site to specific use standards.

11. AMEND Chapter 8 (Special Use Standards), Section 8.70 (Religious Institutions), Subsection B (Accessory Uses) as follows:

A. **Accessory Uses.** Includes pastor’s housing, Sunday school buildings, recreational buildings utilized by congregation only, fellowship halls, food pantry, child care facility, school, coffee house, bible school, and after-school facilities. Child care facilities shall meet the Specific Use Standards 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.** Specific use standard section numbers are removed due to being subject to change.

12. AMEND Chapter 8 (Special Use Standards), Section 8.107 (Salvage Yards), Subsection A (Definition), as follows:

8.107 Salvage Yards

A. **Definition.** Any area, in whole or in part, where any type of equipment, including but not limited to vehicles, appliances and related machinery are bought, sold, exchanged, stored, baled, packed, disassembled, or recycled. A “salvage yard” includes the terms vehicle wrecking yard, automobile graveyard, and junk yard as defined in NCGS 136-143. Any property upon which six or more unlicensed, used motor vehicles which cannot be operated under their own power are kept or stored for a period of 15 days or more shall be deemed to be an "automobile graveyard."

**REASON.** To be consistent with NCGS 136-143 and specifies that property with more than 5 junk vehicles are considered an automobile graveyard.

13. AMEND Chapter 11 (Conditional Rezoning), Section 11.1 (Applicability), as follows:

Pursuant to NCGS 153A-342, conditional zoning districts requires the approval of a rezoning by the Moore County Board of Commissioners and approval of a site specific development plan allowing for the development of specific land uses. Parallel conditional zoning districts are restricted to those uses (meaning either one or multiple uses) listed in the corresponding

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general use zoning district. Only those uses listed (or determined to be equivalent uses) as illustrated on the site plan as permitted uses and/or conditional uses, in the corresponding zoning district shall be permitted. Following the approval of the petition, the subject property shall be identified on the Zoning Map by the district designation by adding “CZ” to the corresponding district, such as “RA-CZ.”

**REASON.** Clarifies that permitted and/or conditional uses listed in the corresponding zoning district are permitted in a conditional zoning district.

14. AMEND Chapter 13 (Appeals & Variances), Section 13.1 (Administrative Appeals), Subsection B (Submittal), as follows:

B. **Submittal.** A notice of appeal of an administrative decision shall be considered filed when a complete application is delivered to the clerk to the board Board of Commissioners within 30 days of receipt of the decision or order. Any other person with standing as detailed within NCGS 153A-349 and 160A-393 to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal. The date and time of filing shall be entered on the notice.

**REASON.** Clarifies “board” to mean “Board of Commissioners.”

15. AMEND Chapter 18 (Subdivisions), Section 18.5 (Minor Subdivisions), Subsection D (Additional Document Submitted for Approval), as follows:

D. **Additional Documents Submitted for Approval.** Lots considered for minor subdivision status on an existing or a new easement must complete the Private Road Maintenance Agreement to be recorded at the same time as the minor subdivision plat. Before the plat is approved, the Administrator shall consult with other departments and agencies, if applicable, to ensure conformance of the proposed subdivision with the various development standards set forth by county and state agencies, including but not limited to those listed in Section 18.6(F).

**REASON.** Existing easements may or may not have road maintenance agreements already recorded.

16. AMEND Chapter 18 (Subdivisions), Section 18.6 (Major Subdivision – Preliminary Plat Submittal and Review), Subsection D (Preliminary Plat Submittal), as follows:

D. **Preliminary Plat Submittal.** The preliminary plat shall be submitted to the Administrator at least 30 days prior to the Subdivision Review Board meeting. Preliminary plats shall meet the specifications in this Chapter and shall (1) be submitted as either a Conservation or Conventional Subdivision, (2) meet all applicable zoning and subdivision requirements, (3)
comply with NCGS 47-30, including but not limited to the applicable information required in Section 18.15, and (4) (3) include applicable statements required in Section 18.16.

**REASON.** Clarifies that the UDO does not have to comply with NCGS 47-30 at the preliminary plat step. The preliminary plat can be prepared by an engineer. The final plat requires to comply with NCGS 47-30 and be signed by a surveyor.

17. REMOVE Chapter 18 (Subdivision), Section 18.7 (Major Subdivisions – Minimum Design Standards), Subsection F (Alternative Street Standards), as follows:

   **F. Alternative Street Standards.** The applicant may submit alternative street design standards, subject to NCDOT and Moore County Dept. of Public Safety approval, that vary in response to the proposed function of the street and the anticipated traffic volume.

   **REASON.** All streets should meet minimum NCDOT requirements.

18. AMEND Chapter 18 (Subdivision), Section 18.8 (Major Subdivisions – Option 1), Subsection E (Ownership of Open Space), as follows:

   **E. Ownership of Open Space.** No final plat shall be approved until all required legal instruments have been reviewed and approved by the County Attorney as to legal form and effect. Land dedicated for open space shall be designated on both the preliminary and final plat(s) of the subdivision. All open space shall be permanently restricted from further subdivision. Open space shall be owned and/or administered by 1 or more of the following methods:

   1. Fee simple dedication to a public government entity or a private non-profit land conservancy which public access shall be provided.
   2. Ownership by a home owners association (HOA) where specific development restrictions and maintenance requirements are included as part of its bylaws and restrictive covenants filed in the Register of Deeds Office. Such conveyances shall be approved by the County Attorney, subject to the North Carolina Unit Ownership Act / North Carolina Condominium Act, and shall be filed with the Moore County Department of Planning. The fee-simple title of the common area shall be conveyed by the subdivider or developer to the HOA before any lots are sold. The required organizational documents and by-laws shall include, but are not limited to, the following: Membership shall be mandatory for each buyer and any successive buyer. The developer shall be responsible for all maintenance and other responsibilities of the HOA until 60% of all units to be sold are sold. After 60% of all units are sold, the HOA shall levy assessments and assume its responsibilities. The HOA shall be responsible for liability insurance, taxes and maintenance of all recreational open space facilities, grounds and common areas. Any sums levied by the HOA that remain unpaid shall become a lien on the individual property.

   **REASON.** The Administrator can review the HOA agreement for open space compliance.

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19. AMEND Chapter 18 (Subdivisions), Section 18.10 (Major Subdivision – Construction Process), Subsection C (Soil Evaluation Report), as follows:

   C. Soil Evaluation Report. Prior to final plat approval, the subdivider shall submit a report including a lot-by-lot evaluation, signed, sealed, and dated from a licensed soil scientist, for septic system capacity.

   **REASON.** Clarifies that the soil report shall be submitted before final plat approval. Move to Section G to be in the correct order.

20. AMEND Chapter 18 (Subdivisions), Section 18.15 (Subdivision Plat Requirements), as follows:

   **18.15 Subdivision Plat Requirements**

<table>
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<tr>
<th>Information Required</th>
<th>Exempt Plat</th>
<th>Family Plat</th>
<th>Minor Plat</th>
<th>Major Prelim. Plat</th>
<th>Major Final Plat</th>
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</thead>
<tbody>
<tr>
<td>Submit copy of HOA agreement to be approved by County Attorney the Administrator</td>
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</tbody>
</table>

   **REASON.** The Administrator can review the HOA agreement for open space and maintenance compliance.

21. AMEND Chapter 18 (Subdivisions), Section 18.8 (D) (Minimum Open Space Required), as follows:

   D. Minimum Open Space Required. At least 30% of the total land area shall be set aside as protected open space. At least 60% of the required open space shall be contiguous. The right-of-way area is not included in the calculation of minimum open space required. In addition to woodlands, agriculture, historical site, or natural areas, open space may include vegetative perimeter buffers (minimum 25 feet wide of Type 3 Screening). Public and/or private passive or active recreation areas may also be included within open space area contingent that the impervious surface area is limited to 10% of the total opens space. Contained within the open space, at least five percent of the total net area of any proposed conservation subdivision shall provide for active park space, passive park space, and/or trails. Areas in access shall be located outside of the protected open space. Wetlands, storm water management facilities that are designed to look like natural areas, and waterbodies such as ponds may also be used provided the total area of water surface does not comprise more than 50% of the required open space.

   **REASON.** Reduces the amount of contiguous open space required to accommodate that a portion of the open space can be used for recreation purposes.
22. **AMEND Chapter 19 (Definitions), Section 19.1 (Word Interpretation), as follows:**

### 19.1 Word Interpretation

Words used in the present tense shall include the future; and words used in the singular number shall include the plural number, and the plural the singular. The word “shall” is mandatory and not discretionary. The word “may” is permissive. The word “person” includes a firm, association, organization, partnership, corporation, trust and company as well as an individual. The word “lot” shall include the words “piece”, “parcel”, “tract”, and “plot.” The word “building” includes all structures of every kind, except fences and walls, regardless of similarity to buildings. The phrase “used for” shall include the phrases “arranged for”, “designed for”, “intended for”, and “occupied for”.

**REASON.** Removes redundant language (similar language is including in Section 19.2)

23. **ADD Chapter 19 (Definitions), Section 19.2 (Definitions), as follows:**

**Building.** Anything having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, animals, or property. Any structure used or intended for supporting or sheltering any use or occupancy. “Building” includes the term structure (see definition) of every kind, including but not limited to decks, gazebos, retaining walls (greater than 4 feet), swimming pools (see Specific Use Standards), carports, pergolas, docks, piers, bulkheads, and waterway structures (see Specific Use Standards) etc., with the exception of fences and walls, regardless of similarity to buildings. The connection of two buildings by means of an open porch, breezeway, passageway, carport or other such open structure, with or without a roof, shall not be deemed to make them one building.

**Building Height.** The vertical distance measured from the average elevation of the finished grade at the front of the building to the highest point of the building. Spires, cupolas, chimneys, antennae attached to a building, and/or projections from buildings, radios, TV, communications, telecommunication, and water towers are not to be included in the calculations of building height.

**Structure.** See “Building.” Anything constructed or erected, including but not limited to buildings, which requires location on the land or attachment to something having permanent location on the land and anything defined as an “accessory building” or “accessory structure” in the Building Code.

**REASON.** “Building” changed to have a similar definition to the Building Code. Definition of “building height” was inadvertently removed during the 2016 UDO update.

24. **AMEND Chapter 19 (Definitions), Definition (Setback), as follows:**

**Setback.** The required minimum distance between every building, measured from the furthest point of the house (such as eves, deck) from all property lines and/or right-of-way lines of the
lot on which it is located. Setbacks are not required from easement lines. (This does not include utility easements.) Fire escapes, awnings, stairways, steps, ramps, stoops, sills, ornamental features, balconies, decks, carports, whether enclosed or unenclosed, and similar items shall be considered as a part of the main building and shall not project into the required yard. Setbacks shall be measured to the body or box of the manufactured home and not to the pull structure or hitch on the end of the home.

**REASON.** Remove language to correspond with Fire Code standards which requires that the entire building shall not project into the required distance requirements.

25. **AMEND Chapter 19 (Definitions), Definition (Lot Line, Front), as follows:**

**Lot Line, Front.** That part of the lot adjacent to, or in close vicinity to, the street right-of-way line or its land access easement. When an exterior lot front a street right-of-way and fronts its access easement the right-of-way is the front property line. When an interior lot fronts is in close vicinity to a street right-of-way and fronts an its access easement the property owner shall have the option to choose the front lot line.

**REASON.** Accommodates odd shaped interior lots that have double frontage.

**IMPLEMENTATION PLAN**
Call for a public hearing on November 19, 2019 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**
No financial impact to the County’s FY 2019-2020 budget.

**PLANNING BOARD RECOMMENDATION**
The Planning Board met on October 3, 2019 and unanimously recommended approval.

**RECOMMENDATION SUMMARY:**
Make a motion to call for a public hearing on November 19, 2019 at 5:30pm to consider the request for Unified Development Ordinance text amendments.
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Public Finance Authority
DATE: 11/01/2019
SUBJECT: TEFRA Hearing and Approval for Financing Acquisition of Charter School Site

REQUEST:
Call for a public hearing to consider approval, solely for the purposes of meeting the requirements of the Internal Revenue Code, of up to $11,000,000 in Educational Facilities Revenue Bonds, as part of a larger issuance of bonds, to be issued by the Public Finance Authority for the benefit of Wonderful Foundations and Sandhills Theatre Arts Renaissance School.

BACKGROUND:
The Public Finance Authority (PFA) is a governmental unit of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association and the League of Wisconsin Municipalities. Any debt issued is not debt of the County or PFA, but rather is payable solely from debt service payments received from the entity involved (in this case, Wonderful Foundations (“Wonderful Foundations”)). Over 100 projects in North Carolina have been financed by PFA. Each had to go through the same local public approval process.

PFA has been requested to issue the Bonds in the principal amount of up to $600,000,000 for (1) financing the acquisition of charter school facilities in eight states and the District of Columbia (the “Projects”), with the only Project located in the County being the school site for Sandhill Theatre Arts Renaissance School; (2) financing certain funds and accounts; and (3) paying certain costs of issuance.

Federal tax law requires that tax exempt bonds issued to finance or, in certain circumstances, refinance, facilities owned by nonprofit organizations be approved by the elected legislative body (or highest elected representative) of the governmental unit that has jurisdiction over the area in which the facility is to be located. Prior to this approval, Internal Revenue Code Section 147(f) requires that public hearings be held, at which hearings the public is given the opportunity to comment on the Projects.

Because the proceeds of the Bonds will be used to finance, among other Projects, a Project located in the County, the Board is one of the appropriate governing bodies to approve the use of tax-exempt bonds to finance and refinance the Projects for the purposes of Section 147(f) of the Internal Revenue Code.

Because interest rates for these types of financing are at historic lows, time is of the essence. Closing is currently expected in December of this year. Wonderful Foundations will promise to repay the principal, premium, if any, and interest on the Bonds. Neither PFA nor the County will have any liability whatsoever for the payment of principal or interest on the Bonds. Wonderful Foundations will be solely responsible for repayment of the Bonds.
FINANCIAL IMPACT:

The Bonds shall not be deemed to constitute a debt of the County or a pledge of the faith and credit of the County, but shall be payable solely from the revenues and other funds provided therefor.

The County will have no responsibility whatsoever for the Bonds. The Bonds will not affect the County’s debt ratios or legal debt limit. Because no taxes or other revenues of the County are pledged to pay these Bonds, the staff of the County has made no financial analysis of the Bonds, Wonderful Foundations or the Projects.

RECOMMENDATION SUMMARY:

Make a motion to call a public hearing on November 19, 2019 at 5:30pm consider approval, solely for the purposes of meeting the requirements of the Internal Revenue Code, of up to $11,000,000 in Educational Facilities Revenue Bonds, as part of a larger issuance of bonds, to be issued by the Public Finance Authority for the benefit of Wonderful Foundations and Sandhills Theatre Arts Renaissance School.

ATTACHMENTS:

Memo and Draft Documents (Public Notice and Resolution) from PFA
**Item Title:** Public Hearing to Consider Approval, Solely for Purposes of Meeting the Requirements of the Internal Revenue Code, of up to $11,000,000 in Educational Facilities Revenue Bonds, as Part of a Larger Issuance of Bonds, to be Issued by the Public Finance Authority for the Benefit of Wonderful Foundations and Sandhill Theatre Arts Renaissance School

**Specific Action Requested:**
That the Board of County Commissioners:

1. That the Board of County Commissioners (“Board”) hold a public hearing on the proposed issuance of bonds in an amount not to exceed $11,000,000, as part of a larger issuance of bonds, to be issued by the Public Finance Authority and the Moore County Project financed thereby; and

2. At the conclusion of a public hearing, the Board adopt the attached resolution which finds:

   a. That the $11,000,000 in educational facilities revenue bonds do not constitute a debt of the County; nor require a tax levy or a pledge of the faith and credit of the County; nor will affect the County’s debt ratios or legal debt limit; and,

   b. That the County has made no financial analysis of the Bonds, Wonderful Foundations, Sandhill Theatre Arts Renaissance School or the Project financed; and,

   c. Approves solely for purpose of meeting the requirements of the Internal Revenue Code of 1986, as amended, the issuance of not to exceed $11,000,000 in educational facilities revenue bonds to be issued by the Public Finance Authority for the benefit of Wonderful Foundations and Sandhill Theatre Arts Renaissance School.

**Item Summary:**
The Public Finance Authority (PFA) is a governmental unit of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association and the League of Wisconsin Municipalities. Any debt issued is not debt of the County or PFA, but rather is payable solely from debt service payments received from the entity involved (in this case, Wonderful Foundations (“Wonderful Foundations”)). Over 100 projects in North Carolina have been financed by PFA. Each had to go through the same local public approval process.

PFA has been requested to issue the Bonds in the principal amount of up to $600,000,000 for (1) financing the acquisition of charter school facilities in eight states and the District of Columbia (the “Projects”), with the only Project located in the County being the school site for Sandhill Theatre Arts Renaissance School; (2) financing certain funds and accounts; and (3) paying certain costs of issuance.

Federal tax law requires that tax exempt bonds issued to finance or, in certain circumstances, refinance, facilities owned by nonprofit organizations be approved by the elected legislative body (or highest elected representative) of the governmental unit that has jurisdiction over the area in which the facility is to be located. Prior to this approval, Internal Revenue Code Section 147(f) requires that public hearings be held, at which hearings the public is given the opportunity to comment on the Projects.
Because the proceeds of the Bonds will be used to finance, among other Projects, a Project located in the County, the Board is one of the appropriate governing bodies to approve the use of tax-exempt bonds to finance and refinance the Projects for the purposes of Section 147(f) of the Internal Revenue Code.

Because interest rates for these types of financing are at historic lows, time is of the essence. Closing is currently expected in December of this year. Wonderful Foundations will promise to repay the principal, premium, if any, and interest on the Bonds. Neither PFA nor the County will have any liability whatsoever for the payment of principal or interest on the Bonds. Wonderful Foundations will be solely responsible for repayment of the Bonds.

The Bonds shall not be deemed to constitute a debt of the County or a pledge of the faith and credit of the County, but shall be payable solely from the revenues and other funds provided therefor.

The County will have no responsibility whatsoever for the Bonds. The Bonds will not affect the County’s debt ratios or legal debt limit. Because no taxes or other revenues of the County are pledged to pay these Bonds, the staff of the County has made no financial analysis of the Bonds, Wonderful Foundations or the Projects.

The notice of public hearing was published in The Pilot as required by law. The form of the resolution to be adopted by the Board is also attached.

**Attachments:**

1. Notice of Public Hearing
2. Resolution
NOTICE OF A PUBLIC HEARING REGARDING TAX-EXEMPT BONDS
TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY
ON BEHALF OF WONDERFUL FOUNDATIONS

NOTICE IS HEREBY GIVEN that, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the Board of County Commissioners of the County of Moore, North Carolina, will hold a public hearing at its regularly scheduled meeting on November 19, 2019, at 10:30 A.M., in the second floor of the Historic Courthouse located at One Courthouse Square, Carthage, North Carolina 28327, or as soon as practicable thereafter, concerning the proposed issuance by the Public Finance Authority (the “Authority”), a commission organized under and pursuant to the provisions of Sections 6.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, of its qualified 501(c)(3) educational facilities revenue bonds, as defined in Section 145 of the Code, in one or more series (the “Bonds”).

The Bonds are expected to be issued by the Authority pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, in a maximum amount not to exceed $600,000,000. The proceeds of the Bonds will be loaned to Wonderful Foundations (“Wonderful Foundations”), and used to (1) acquire charter school facilities in eight states and the District of Columbia, with the only Project located in the County being the school site for Sandhill Theatre Arts Renaissance School (the “Project”) for an amount not to exceed $11,000,000; (2) financing certain funds and accounts; and (3) paying certain costs of issuance.

Wonderful Foundations will own the Project. The Project is located at 140 Sounther Dunes Dr., Vass, North Carolina.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by Wonderful Foundations to the Authority.

At the time and place fixed for the public hearing, all persons who appear will be given a reasonable opportunity to express their views, both orally and in writing, for or against the proposed issuance of the Bonds, the location and nature of the Projects and other related matters.

Any person wishing to submit written comments regarding the proposed issuance of the Bonds, the location and nature of the Projects and other related matters should do so by submitting comments to the Clerk to the Board of Commissioners within seven (7) days after the date of publication of the Notice to P.O. Box 905, Carthage, NC 28327, Attn: Clerk to the Board of Commissioners.

Additional information concerning the Projects or the Bonds may be obtained from Jeff Poley, Esq., 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601; Email Address: jeffpoley@parkerpoe.com.

COUNTY OF MOORE, NORTH CAROLINA

/s/ Laura M. Williams
Clerk to the Board of Commissioners
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF MOORE, NORTH CAROLINA

EXTRACT OF MINUTES
OF MEETING OF
NOVEMBER 19, 2019

Present: ___________________________________________________________
Absent: ___________________________________________________________

* * * * * *

At _____:_____ a.m., the Chair announced that the Board of the County Commissioners (the “Board”) would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the Public Finance Authority, a public authority existing under Wisconsin law (the “Authority”), of its educational facilities revenue bonds (the “Bonds”) in one or more series aggregating a principal amount not to exceed $11,000,000 for Wonderful Foundations (“Wonderful Foundations”), and used to (1) acquire a charter school facility located in the County, being the school site for Sandhill Theatre Arts Renaissance School (the “Project”); (2) financing certain funds and accounts; and (3) paying certain costs of issuance.

The Clerk to the Board presented an affidavit of an officer of The Pilot, showing publication on a date at least 7 days prior hereto, of notice of the public hearing. It was directed that the affidavit of publication be attached to this extract of minutes.

The Chair inquired whether there were any persons who wished to speak at the public hearing. The names and addresses of the persons who were present and who offered comments on the proposed issuance of the Bonds to finance the Projects and a summary of their comments are listed on Exhibit A.

Commissioner __________ introduced the following resolution, a copy of which had been distributed to each Commissioner and the title of which appeared on the agenda:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF MOORE, NORTH CAROLINA, APPROVING THE ISSUANCE
BY THE PUBLIC FINANCE AUTHORITY (WISCONSIN) OF $11,000,000
AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES
REVENUE BONDS FOR THE PURPOSE OF FINANCING A PROJECT FOR
WONDERFUL FOUNDATIONS IN THE COUNTY OF MOORE NORTH
CAROLINA

WHEREAS, this Board of County Commissioners (the “Board”) of the County of Moore, North Carolina (the “County”) today has held a public hearing with respect the proposed educational facilities revenue bonds (the “Bonds”) to be issued by the Public Finance Authority in an amount not to exceed $11,000,000 to finance the Project (as defined in the notice of public hearing attached hereto as Exhibit A), fund certain funds and accounts and pay certain costs of issuance;
WHEREAS, Wonderful Foundations (the “Borrower”) has requested that the Board approve the Authority’s issuance of the Bonds and the financing of the Project since such project is located within the County in order to satisfy the requirements of Section 147(f) of the Code;

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Public Finance Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located.

WHEREAS, the Board, following notice duly given in the form attached hereto (the “TEFRA Notice”), held a public hearing today regarding the Authority’s issuance of the Bonds and the financing of the Project and now desires to approve the Authority’s issuance of the Bonds and the financing of the Project in accordance with the Code;

WHEREAS, the Bonds will not constitute a debt of the County, will not require a tax levy or a pledge of the faith and credit of the County and will not affect the County’s debt ratios or legal debt limit. The County has made no financial analysis of the Bonds, the Borrower or the Project. County taxpayers will have no responsibility for payment of the Bonds;

BE IT RESOLVED by the Board as follows:

Section 1. Pursuant to and solely in satisfaction of the requirements of Section 147(f) of the Code and in accordance with to Section 66.0304(11)(a) of the Wisconsin Statutes, the Council hereby approves (a) the Authority’s issuance of the Bonds in an aggregate principal amount not to exceed $11,000,000 and (b) the financing of the Project, such Project being located or to be located in the County.

Section 2. THE COUNTY HAS NO RESPONSIBILITY FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS OR FOR ANY COSTS INCURRED BY THE BORROWER WITH RESPECT TO THE BONDS OR THE PROJECTS. THE COUNTY PLEDGES NEITHER ITS TAXING POWER NOR REVENUES FOR THE BONDS.

Section 3. This resolution is effective immediately on its passage.

Commissioner ____________ moved the passage of the foregoing resolution and Commissioner ______ seconded the motion, and the resolution was passed by the following vote:

Ayes:

Nays:

Not voting:
I, LAURA M. WILLIAMS, Clerk to the Board of County Commissioners for the County of Moore, North Carolina **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of a resolution duly adopted by the Board of County Commissioners for such County at a regular meeting duly called and held November 19, 2019. Pursuant to N.C.G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board is on file in my office.

**WITNESS** my hand and the common seal of said County, this 6th day of August, 2019.

Laura M. Williams
Clerk to the Board of Commissioners
EXHIBIT A

CERTIFICATE AND SUMMARY

The undersigned Clerk of the Board of County Commissioners of the County of Moore, North Carolina, hereby certifies:

1. Notice of a public hearing (the “Hearing”) to be held on November 19, 2019, with respect to the issuance of bonds by the Public Finance Authority (the “Authority”) for the benefit of Wonderful Foundations, an Oregon non-profit corporation (the “Borrower”) was published on November __, 2019 in The Pilot.

2. The following is a list of the names and addresses of all persons who spoke at the Hearing:

3. The following is a summary of the oral comments made at the Hearing:

IN WITNESS WHEREOF, my hand and the seal of the County of Moore, North Carolina, this 19th day of November, 2019.

______________________________
Laura M. Williams
Clerk to the Board of Commissioners
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Chris Butts, IT Director
DATE: October 28, 2019
SUBJECT: DSS Computer Replacement
PRESENTER: Chris Butts

REQUEST:
Approve the Department of Social Services (DSS) computer replacement contract for the purchase of 115 desktop computers.

BACKGROUND:
Every year the Moore County IT Department recommends the purchase of computers and/or laptops to replace equipment that is past the recommended hardware lifecycle. This fiscal year, the recommendation is to replace 115 desktop computers for DSS. The IT Department only recommends computers that are at least 5 years or older and is used as an employee’s primary computer or used as an essential shared computer. This equipment is purchased from the vendor Davenport Group using state contract 204A.

FINANCIAL IMPACT:
The total cost of the equipment is $744 per desktop computer totaling $85,560 for all 115 computers. This was budgeted from the IT Department PC Replacement budget.

IMPLEMENTATION PLAN:
Upon approval of the equipment purchase, the IT Department will order and install the equipment in the Department of Social Services.

RECOMMENDATION SUMMARY:
Make a motion to approve the purchase of the DSS computers.

ATTACHMENTS:
Davenport Group Contract
STATE OF NORTH CAROLINA

COUNTY OF MOORE

This Contract is made the 28th day of October, 2019, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and The Davenport Group, Inc. an entity incorporated under the laws of the State of Minnesota (the “Seller”).

1. **Description of Goods**

   The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

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

2. **Time of Delivery**

   The Seller will deliver the Goods covered by this Contract to the County on or before December 31, 2019. Delivery will be made to the loading dock in the rear of the Moore County Property Management building, which is located at 703 Pinehurst Avenue, Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. **Payment**

   The County will pay the Seller **$85,560.00**, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. **Inspection**

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

5. **Risk of Loss and Title**

   The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. **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.

7. **Warranties**

The Seller represents and warrants that:

a. It is a limited partnership, validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;

b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;

c. The Goods comply with all requirements set forth in this Contract;

d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;

e. The Goods are suitable for the purposes intended; and

f. The Goods are of merchantable quality.

8. **Default**

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

a. Non-delivery, as required;

b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract,

9. **Assignment**

This Contract is not assignable by either party, by operation of law or otherwise.

10. **Indemnification**

To the fullest extent permitted by law, the Seller 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 this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

11. **Governing Law**

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

12. **Severability**

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

13. **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:**
MOORE COUNTY INFORMATION TECHNOLOGY
ATTN: CHRIS BUTTS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

**SELLER:**
THE DAVENPORT GROUP, INC.
ATTN: LEGAL
4166 LEXINGTON AVENUE NORTH
SAINT PAUL, MN 55126

14. **Non-Exclusive Agreement**

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

15. **Modification**

This Contract can be modified or rescinded only by written agreement of the Parties.

16. **Entire Agreement**

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

17. **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 agreement is effective as of the date first written above.

COUNTY OF MOORE

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

THE DAVENPORT GROUP, INC.

_____________________________
Paul Cummings

ATTEST:

___________________________
Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

___________________________
Finance Officer
SCOPE OF WORK

The County is purchasing 115 OptiPlex 7060 MT devices per State of NC Contract 204A and vendor quote FSGYQ1077. The device upgrades are per the County replacement plan and will ensure devices remain in compliance of supported operating systems.

Attachment 2 contains additional specifications required for the purchase.
Here is the quote you requested.

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<td>System Power Cord (Philippine/TH/US)</td>
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<td>Safety/Environment and Regulatory Guide (Multi-language)</td>
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<td>Onsite/In-Home Service After Remote Diagnosis 3 Years</td>
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OptiPlex 7060 MT SubTotal: $85,560.00

Total: $85,560.00

Please contact me if I can be of further assistance.
# Certificate Of Completion

**Envelope Id:** 17E45118CBCB4B9C821EC7FECE31AFE68  
**Status:** Sent  
**Subject:** Please DocuSign: 10-28-19 Contract - IT - Davenport Group Optiplex 7060.pdf  
**Envelope Originator:** czielsdorf@moorecountync.gov  
**IP Address:** 184.2.42.2  
**Source Envelope:** Document Pages: 6  
Signatures: 0  
Certificate Pages: 2  
Initials: 0  
**AutoNav:** Enabled  
**Enveloped Stamping:** Enabled  
**Time Zone:** (UTC-05:00) Eastern Time (US & Canada)  

## Record Tracking

**Status:** Original  
**Holder:** Cheryl Zielsdorf  
czielsdorf@moorecountync.gov  
**Location:** DocuSign  
**10/28/2019 12:55:10 PM**  

## Signer Events

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## In Person Signer Events

| In Person Signing Host: Laura Williams clerktoboard@moorecountync.gov |
| --- | --- |
| **In Person Signer:** Francis R. Quis, Jr., Chairman |
| **Security Level:** In Person |

## Editor Delivery Events

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## Agent Delivery Events

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<td>Certified Delivery Events</td>
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Kay Ingram  
kingram@moorecountync.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  

Laura Williams  
clerktoboard@moorecountync.gov  
Clerk to the Board  
County of Moore  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  

Misty Leland  
mistyleland@moorecountync.gov  
County Attorney  
County of Moore  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  

Caroline Xiong  
cxiong@moorecountync.gov  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  

Witness Events  | Signature | Timestamp |
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Notary Events  | Signature | Timestamp |
Envelope Summary Events  | Status | Timestamps |
Envelope Sent  | Hashed/Encrypted | 10/28/2019 1:12:25 PM |
Payment Events  | Status | Timestamps |
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Major Andy Conway

DATE: October 28, 2019

SUBJECT: Contract with Motorola for the purchase of radios

REQUEST:

We are requesting that the Board of Commissioners approve the contract with Motorola for the purchase of (31) APX Model 900 portable radios.

BACKGROUND:

More than five years ago the County of Moore transitioned to the VIPER “Voice Interoperability Plan for Emergency Responders” radio system which required the purchase of all new radios for the Moore County Sheriff’s Office. As with any electronic device, they all have a non-specific lifespan in which replacement is inevitable. Due to age and recent radio failures, we have developed a multi-year replacement plan so the county will not have to incur the replacement costs all at one time as some of the current radios are in dire need of repair or replacement.

FINANCIAL IMPACT:

Moore County would pay Motorola an amount not to exceed $85,587.16, which includes tax and delivery for the purchase of the (31) portable radios and all accessories.

IMPLEMENTATION PLAN:

If approved, the money for this purchase has been budgeted for in this fiscal year (FY19/20), and is currently available to make the purchase.

RECOMMENDATION SUMMARY:

The Sheriff asks the Board of Commissioners to make a motion to approve this contract with Motorola for the purchase of (31) APX Model 900 radios and authorize the Chair to sign the same.

ATTACHMENTS:

1. Copy of the Motorola contract
STATE OF NORTH CAROLINA

COUNTY OF MOORE

This Contract is made the 10th day of October, 2019, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and Motorola Solutions, Inc., an incorporation formed under the laws of the State of Delaware (the “Seller”).

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 and 2, which is attached hereto and incorporated by reference as if fully set forth herein.

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

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before November 21, 2019. Delivery will be made to the Moore County Sheriff’s Office, which is located 302 S. McNeill Street in Carthage, North Carolina. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller an amount not to exceed of $85,587.16 which includes tax and delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

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

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Warranties

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

7. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

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

8. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

9. Indemnification

To the fullest extent permitted by law, the Seller 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 this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

10. 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 will be brought in the General Court of Justice in Moore County, North Carolina.

11. Severability
If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

12. 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: MOORE COUNTY SHERIFF’S OFFICE
ATTN: RONNIE FIELDS, SHERIFF
302 S. MCNEILL STREET
CARTHAGE, NC 28327

SELLER: MOTOROLA SOLUTIONS, INC.
ATTN: RON WELLS
500 WEST MONROE STREET
CHICAGO, IL 60661

13. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

14. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

15. Entire Agreement

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

16. 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 agreement is effective as of the date first written above.
COUNTY OF MOORE

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

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
SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

31 – APX 900 7/800 MHZ MODEL 2 PORTABLE RADIOS

Attachment 2 contains additional specifications required for the purchase.
Quote Number: QU0000489301
Effective: 25 SEP 2019
Effective To: 24 NOV 2019

Bill-To: MOORE COUNTY SHERIFF
PO BOX 40
CARTHAGE, NC 28327
United States

Ultimate Destination: MOORE COUNTY SHERIFF
302 S MCNEILL ST
CARTHAGE, NC 28327
United States

Attention: Marty Key
Name: Ron Wells
Phone: (910) 947-2931
Email: ronwells@callmc.com
Phone: (434) 203-2306

Contract Number: NC STATE NON ARIBA -725G
Freight terms: FOB Destination
Payment terms: Net 30 Due

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Estimated Tax Amount: $5,599.16

Total Quote in USD: $85,587.16

Sales tax of 7%. Price does not include programming. Motorola Contract #19144. Terms are Net 30.

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. (“Motorola”) will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty (30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: October 28, 2019

SUBJECT: Performance Guarantee Agreement– Gretchen Pines Major Subdivision

PRESENTER: Debra Ensminger

REQUEST:
Johnny Harris, Developer of Gretchen Pines, Major Subdivision is requesting to enter into a Performance Guarantee Agreement with the Board of Commissioners to allow the developer to obtain final plat approval and begin selling lots before the required infrastructure of Phase 1 of the Gretchen Pines Major Subdivision is complete.

BACKGROUND:
During the Board of Commissioners meeting on October 15, 2019 the Board received a presentation regarding Mr. Harris’ Performance Guarantee Agreement request. The performance guarantee is a financial commitment from the developer to ensure that the County of Moore will have funds available to complete the required infrastructure in the event the developer cannot complete.

The Board expressed concerns regarding storm water runoff from the Gretchen Pines development to the adjacent existing neighboring homes within the Happy Valley community. Additionally, requested the developer to also include storm water costs of the area adjacent to the Happy Valley community.

The Moore County Development Ordinance does provide in Section 18.3 options in lieu of requiring the completion, installation and dedication of all improvements prior to final plat approval, to enter into an agreement between Moore County Board of Commissioners and the subdivider for performance guarantees to assure successful completion of required improvements.

The amount of performance guarantees must not exceed 125 percent of the reasonable estimated cost to complete the improvements.

Mr. Harris has submitted reasonable estimates for the following improvements:

- S & L Utilities (Water) - $132,100.00
- Gilbert Horner Paving, LLC – (Paving) - $90,720.00
- Harris & Son Construction Co., Inc. –(Kiosk) - $8,000.00
- Ken Bright Associates, LLC – (Storm water) - $70,000.00

Agenda Item “Performance Guarantee Agreement Request Johnny Harris”
The total reasonable estimated improvement costs associated with the completion of Phase 1 is $300,820.00.

The performance guarantee amount required $376,025.00.

A certified check payable to the County of Moore has been received in the amount of $376,025.00 and a copy is attached.

Mr. Harris has requested the term of the agreement expire April 30, 2020. If for some reason the improvements are not complete by the timeframe requested, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period until such required improvements are complete.

**IMPLEMENTATION PLAN:**
Final Plat will be signed upon approval.

**FINANCIAL IMPACT STATEMENT:**
Performance Guarantee Agreement provided by the developer assures successful completion of required improvements of Phase I by April 30, 2020.

**RECOMMENDATION SUMMARY:**
Make a motion to approve the attached Performance Guarantee Agreement between the County of Moore and TKCSJM Harris, LLC in the amount of $376,025.00

**SUPPORTING ATTACHMENTS:**
Copy of certified check
Cost estimates
Performance Guarantee Agreement
$376,025.00

Date: October 25, 2019

Issuing Branch: 50712-MOORE COUNTY-CARTHAGE

This document contains a true watermark. Hold to light to view.
Date: 10/9/19

**Gretchen Pines Subdivision Estimate Phase 1**

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<td>$22</td>
<td>$61,600</td>
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**TOTAL:** $132,100
# Estimate

**ADDRESS**  
TKCSJM LLC  
Johnny Harris  
4291 Dowd Rd.  
North Carolina 28327  
United States

**ESTIMATE # 1104**  
**DATE 10/03/2019**

**JOB ADDRESS**  
4291 Dowd Rd

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<td>6048 sy @15</td>
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<tr>
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<td></td>
<td>Owner Provides necessary ABC stone</td>
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</table>

**TOTAL**  
$90,720.00

Accepted By  
Accepted Date

We look forward to working with you on this project!  
Thank You
Post Office Kiosk for Gretchen Pines

3 Kiosk @ $6,000
Concrete pad $2,000
Total $8,000

"Always Proud To Say It's Harris Built"

910.949.3459 • FAX 910.949.3666
harrisandson@embarymail.com
Gretchen Pines - Erosion Control Estimate

Ken Bright <kwbright@kenbrightengineering.com>
Mon 10/28/2019 4:41 PM
To: HARRISTRUCKING@LIVE.COM <HARRISTRUCKING@LIVE.COM>
Cc: Pete Mace <petemace007@gmail.com>; 'Martha Bright' <mabright@kenbrightengineering.com>

Based on preliminary plans we estimate the cost of the erosion control measures for the road for Phase 1 (approx. 2,800 LF) to be $70,000.00.

Ken W. Bright, P.E., PLS
Ken Bright Associates, PLLC
2305 Carthage St.
P.O. Box 553
Sanford, NC 27331
(919) 776-3444
kwbright@kenbrightengineering.com
## Engineer's Estimate Erosion Control - Gretchen Pines S/D Phase 1 -
Tuesday, October 29, 2019

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STATE OF NORTH CAROLINA  
COUNTY OF MOORE  

IMPROVEMENT GUARANTEE AGREEMENT  

This Improvement Guarantee Agreement (herein "Agreement") is entered into this 5th day of November, 2019 (the "Effective Date"), between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and T.K.C.S.J.M. Harris, LLC, an incorporation duly formed under the laws of the State of North Carolina (the "Developer").

RECITALS  

WHEREAS, the Moore County Unified Development Ordinance (the "UDO") requires completion, installation, and dedication of all Improvements prior to the final plat approval; and  

WHEREAS, according to Section 18.13 of the UDO (attached hereto and incorporated by reference as Exhibit A), in lieu of requiring the completion, installation, and dedication of all Improvements prior to final plat approval, the County may enter into an Agreement with the Developer whereby the Developer agrees to complete all required Improvements and provides 1.25 times the entire cost of the Improvements; and  

WHEREAS, once the Agreement is executed, the final plat may be approved by the Planning and Transportation Director, if all other requirements of the UDO are satisfied; and  

WHEREAS, to secure the Agreement, the Developer must provide a guarantee equal to 1.25 times the entire cost of the Improvements as estimated by contractors under contract, by bids from licensed contractors, or by the Developer's Licensed Professionals; and  

WHEREAS, the guarantee can be in the form of cash, an irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the County or in escrow with a financial institution designated as an official depository of the County; and  

WHEREAS, the Developer has contracted for the Improvements as follows:  

(1) Developer has contracted with S&L Utilities (NC License 68603), in the amount of $132,100, to install public water infrastructure in accordance to the standards and provisions set forth in all applicable County ordinances, standards, specifications details and policies, including but not limited to the Development Ordinance, Water Distribution System Manual, and General Construction Manual;  

(2) Developer has contracted with Gilbert Horner Paving, LLC, in the amount of $90,720, to grade and pave all roads in Gretchen Pines Phase 1 to the standards of the North Carolina Department of Transportation;  

(3) Developer has contracted with Ken W. Bright, PE, PLS, in the amount of $70,000, to provide all necessary erosion control for all roads in Gretchen Pines Phase 1 and stormwater runoff control preventing runoff onto the adjacent properties located within the Happy Valley Community; and  

(4) Developer has contracted with Harris & Son Construction Co., Inc., in the amount of $8,000, to provide three kiosks and concrete pads in Gretchen Pines Phase 1;  

WHEREAS, the Developer has provided a Cash Guarantee in the amount of $376,025, which is 1.25 times the amount stated in the Developer's contracts. A copy of the check and cost estimates provided by Developer are attached hereto as Exhibits B-F and are hereby incorporated by reference.  

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Developer is responsible for and represents that Developer has contracted for the Improvements as follows:
   
   (1) Developer has contracted with S&L Utilities (NC License # 68603), in the amount of $132,100, to install public water infrastructure in accordance to the standards and provisions set forth in all applicable County ordinances, standards, specifications details and policies, including, but not limited to the Development Ordinance, Water Distribution System Manual, and General Construction Manual;
   
   (2) Developer has contracted with Gilbert Horner Paving, LLC, in the amount of $90,720, to grade and pave all roads in Gretchen Pines Phase 1 to the standards of the North Carolina Department of Transportation;
   
   (3) Developer has contracted with Ken W. Bright, PE, PLS, in the amount of $70,000, to provide erosion control for all roads in Gretchen Pines Phase 1 and stormwater runoff control preventing runoff onto the existing properties located within the Happy Valley Community; and
   
   (4) Developer has contracted with Harris & Son Construction Co., Inc., in the amount of $8,000, to provide three kiosks and concrete pads in Gretchen Pines Phase 1;

2. The Developer has provided the County with a Cash Guarantee in the amount of $376,025, which is a guarantee equal to 1.25 times the entire cost of the Improvements as estimated by contractors under contract, by bids from licensed contractors, or by the Developer’s Licensed Professionals.

3. If the Developer fails to complete the Improvements on or before April 30, 2020, then the County may use all or any portion of the Cash Guarantee of $376,025 to complete all or any portion of the Improvements unless an extension is granted according to Section 18.13(C) of the UDO.

4. The Board of Commissioners may release a portion or the entire Cash Guarantee as the Improvements are completed and recommended for approval by the Planning and Transportation Director. This Section is subject to the Planning and Transportation Director first receiving the required statement from a Licensed Professionals regarding the completion of the Improvements and approved inspection of all Improvements by the County.

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

COUNTY OF MOORE

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

(T attest)

Laura M. Williams
Clerk to the Board

T.K.C.S.J.M. Harris, LLC

John Harris, Owner
If the submitted final plat deviates in its overall design from the approved plat, the plat shall be reviewed by the Board of Commissioners.

B. **Action by the Administrator.** The Administrator shall take expeditious action on a final plat. If the Administrator fails to act within 15 business days after the final plat is submitted, the applicant may request that the final plat be reviewed by the Board of Commissioners.

C. **Approval.** The Administrator shall approve the final plat unless the plat fails to comply with one or more of the requirements of this Ordinance or that the final plat differs substantially from the plans and specifications approved for the preliminary plat.

D. **Denial.** If the final plat is disapproved by the Administrator, the applicant shall be furnished with a written statement of the reasons for the disapproval and reference shall be made to the specific section(s) of this Ordinance with which the plat does not comply.

E. **Appeal.** If a final plat is disapproved by the Administrator, the applicant may appeal the decision by requesting that the final plat be scheduled for review by the Board of Adjustments. Pursuant to NCGS 153A-336(b), if the Board of Adjustments disapproves the final plat the applicant may appeal to Superior Court pursuant to Section 2.1(B).

F. **Expiration of Final Plat.** Approval of a final plat is contingent upon the plat being recorded in the Office of the Register of Deeds within 60 days after the approval date of the final plat. Failure to record the approved plat within the specified 60 day period shall render the plat null and void.

18.12 **Phasing**

A. **Adequate Facilities.** The Subdivision Review Board may not approve a phasing plan if they determine such phasing will not provide for adequate facilities to support any such phase or phases independent of the overall subdivision plan.

B. **NCDOT Approval of Public Streets.** Subsequent phasing shall not be approved until a written request to the NCDOT has been made for acceptance of all proposed public streets/roads in the previous phase. Further, all roads in any new phase of a subdivision are to be guaranteed until accepted for maintenance by NCDOT. The amount of this guarantee shall be for at least 50% of the total costs of construction of the subdivision road. Once a subdivision road is accepted for maintenance by NCDOT, through written confirmation by NCDOT, this guarantee may be released.

C. **Plat Detail.** When a subdivision is to be developed in phases the preliminary plat shall be submitted for the entire development. The boundary of each phase shall be shown on the preliminary plat. A final plat shall be submitted for each phase.

D. **Expiration.** Each successive final plat for a phase of the subdivision shall be submitted for approval within 24 months of the date of approval of the previous final plat for a stage of the subdivision.

18.13 **Performance Guarantees for Major Subdivisions**
A. **Options.** In lieu of requiring the completion, installation and dedication of all improvements prior to final plat approval, the Board of Commissioners may enter into an agreement with the subdivider for performance guarantees to assure successful completion of required improvements. The amount of the performance guarantee shall not exceed 125% of the reasonably estimated cost of completion at the time the performance guarantee is issued. Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Administrator. Per NCGS 153A-331(g) and 160A-372, the developer shall elect any of the following forms of guarantee:

1. Surety bond issued by any company authorized to do business in this State.
2. Letter of credit issued by any financial institution licensed to do business in this State.
3. Other form of guarantee that provides equivalent security to a surety bond or letter of credit.

B. **Release.** The performance guarantee shall be returned or released in a timely manner upon the acknowledgement by the county that the improvements are complete. The performance guarantee shall only be used for completion of the required improvements and not for repairs or maintenance after completion.

C. **Extension.** If the improvements are not complete and the current performance guarantee is expiring, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period until such required improvements are complete. A developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the performance guarantee or any extension. The form of any extension shall remain at the election of the developer. Any extension of the performance guarantee necessary to complete required improvements shall not exceed 125% of the reasonably estimated cost of completion of the remaining incomplete improvements still outstanding at the time the extension is obtained.

D. **Claim of Rights.** No person shall have or may claim any rights under or to any performance guarantee provided or in the proceeds of any such performance guarantee other than the following:

6. The local government to whom such performance guarantee is provided;
7. The developer at whose request or for whose benefit such performance guarantee is given; or
8. The person or entity issuing or providing such performance guarantee at the request of or for the benefit of the developer.

18.14 **Subdivision Variance**

A. **Applicability.** A variance may be granted before the preliminary plat approval process if in addition to the other requirements of Section 13.2 (Variances), petitions to the standards of the chapter shall comply with the following:
$3,760.025.00
Date: 10/9/19

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<td>$10,000</td>
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**TOTAL:** $132,100
# Estimate

**ADDRESS**  
TKCSJM LLC  
Johnny Harris  
4291 Dowd Rd.  
North Carolina 28327  
United States

**JOB ADDRESS**  
4291 Dowd Rd

**DATE**  
10/03/2019

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<td>90,720.00</td>
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**TOTAL**  
$90,720.00

Accepted By

Accepted Date

We look forward to working with you on this project!  
Thank You
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Concrete pad $2,000
Total $8,000

"Always Proud To Say It's Harris Built"

910.949.3459 • FAX 910.949.3666
harrisson@embarqmail.com
MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: September 20, 2019

SUBJECT: FY20 5339 Capital Grant Transit Van Purchases
Contract Approval

PRESENTER: Debra Ensminger

REQUEST:
A request to approve a contract to purchase (2) transit vans as part of the 5339 Statewide Capital/Bus and Bus Facility Grant funding award FY20. The purchase will include (2) LTV vans, (1) w-lift at $57,307.15 and (1) non-lift at $52,981.82 for a total of $110,288.97.

Other costs associated with the purchase of the 2 transit vans will include 3% taxes $3,308.66, insurance $3,334.00, tags $12.00, decals $530.00, camera removal and installation $900.00, at a total cost $8,084.66.

The total cost is $118,373.63.

BACKGROUND:
Moore County Transportation Services received funding through the FY20 5339 Statewide Capital/Bus and Bus Facility Grant, to purchase (8) replacement transit vans, which have exceeded their useful life.

The grant funding award of $492,000.00 will provide funding for (8) transit van purchases as well as additional costs as outlined within the request; 80% Fed - $393,600.00, 10% State – $49,200.00 and a 10% local match - $49,200.00

IMPLEMENTATION PLAN:
Upon approval the transit vans will be purchased.

FINANCIAL IMPACT STATEMENT:
The funds are currently available in the FY20 5339 Statewide Capital/Bus and Bus Facility Grant. The 10% local match will be paid through contract user fees.

RECOMMENDATION SUMMARY:
Make a motion to approve the purchase of (2) transit vans as part of the 5339 Statewide Capital/Bus and Bus Facility Grant funding award FY20 and authorize the chair to execute the contract to purchase through Palmetto Bus Sales.

SUPPORTING ATTACHMENTS:
Contract for Services
FY20 5339 Capital Grant Transit Van Purchases
STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 28th day of October, 2019, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and Palmetto Bus Sales, LLC, Inc. a limited liability company, (the “Seller”).

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 through 3, which is attached hereto and incorporated by reference as if fully set forth herein.

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

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before June 30, 2020. Delivery will be made to Moore County Property Management, which is located at 703 Pinehurst Avenue, in Carthage, North Carolina. The parties mutually agree that time is of the essence.

a. As per the NCDOT Contract, StarCraft, as represented by Palmetto Bus Sales, produces vehicles, under normal operating circumstances, in 120 days of less from receipt of chassis. This is from receipt and processing of your order.

b. The above does not include items out of Palmetto Bus Sales control, such as acts of God. The Time of Delivery is ALWAYS "time is of the essence," and most of the time StarCraft meets or exceeds the 120 days.

c. SHOULD an issue arise that will adversely affect the delivery time / date of your vehicles, Palmetto Bus Sales will immediately contact any parties you specify at Moore County.

3. Payment

The County will pay the Seller $110,288.97, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

4. Inspection

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

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.
6. **Dealer Emblems**

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

7. **Service Requirements**

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

a. Complete lubrication;
b. Check all fluid levels to ensure they are filled to manufacturer’s recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
c. A minimum of seven and a half (7.5) gallons of fuel at time of delivery;
d. Tires inflated to the correct pressure;
e. Check to ensure operation of all mechanical and electrical features;
f. Check to ensure there are no defects in the appearance of the Goods; and
g. Thorough cleaning, including washing, if necessary.

8. **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.

9. **Warranties**

The Seller represents and warrants that:

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

10. **Default**

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

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

11. **Assignment**

This Contract is not assignable by either party, by operation of law or otherwise.
12. **Indemnification**

To the fullest extent permitted by law, the Seller 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 this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

13. **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 will be brought in the General Court of Justice in Moore County, North Carolina.

14. **Severability**

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

15. **Notices**

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

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

**SELLER:**  
PALMETTO BUS SALES, LLC  
ATTN: BARNIE SMITH  
PO BOX 2898  
WEST COLUMBIA, SC 29171

16. **Non-Exclusive Agreement**

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

17. **Modification**

This Contract can be modified or rescinded only by written agreement of the Parties.

18. **Entire Agreement**

This Contract and Attachments 1 through 3 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.
19. **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 agreement is effective as of the date first written above.

**COUNTY OF MOORE**  
Francis R. Quis, Jr., Chairman  
Board of Commissioners

**PALMETTO BUS SALES, LLC**  
Barnie Smith, Owner/President

**ATTEST**

Laura M. Williams  
Clerk to the Board

**PREAUDIT CERTIFICATE**

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

__________________________________________
Finance Officer
VEHICLE SPECIFICATIONS

The Goods and quantity of each to be sold by the Seller to the County are as follows:

- One (1) 2019 20 foot without lift light transit vehicle (LTV) = $52,981.82
- One (1) 2019 20 foot with lift light transit vehicle (LTV) = $57,307.15

TOTAL $110,288.97

Attachments 2 and 3 contain additional specifications required for the purchase of the 2 vans.
FY20 REPLACEMENT CTP CAPITAL
2020 20 FT. WITHOUT LIFT LIGHT TRANSIT VEHICLE (LTV) ORDER FORM
STARCRAFT METAL BODY

Send to: PALMETTO BUS SALES
P.O. Box 2898
West Columbia, SC 29171
803-754-3827

Vendor No.: 57-1101520

ATTN: Barnie Smith

FAX: 803-754-5326
e-mail: bsmith@palmettobussales.com

Re: Bid no. 201600503
N.C. Department of Transportation/Public Transportation Division

P.O. No.: 

Order Date: 9/5/2019
(date order placed with vendor)

From: MOORE COUNTY TRANSPORTATION SERVICES
(grant applicant/recipient)

Project No.: 20-39-0626

910-947-7162
(phone number)

910-947-1303
(FAX number)

Contact: SONIA J. BIGGS
e-mail: sbiggs@moorecountync.gov

VEHICLE ORDER

Base vehicle price:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item no.</th>
<th>Description</th>
<th>Base Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A-1</td>
<td>13 pass. - plan A-1</td>
<td>$ 52,701.82</td>
<td>$ 52,701.82</td>
</tr>
</tbody>
</table>

Options-Itemized

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Lettering</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>0</td>
<td>Logo - labor only</td>
<td>$ 200.00 ea./logo</td>
</tr>
<tr>
<td>1</td>
<td>Auxiliary Round Red Brake Lights</td>
<td>$ 280.00</td>
</tr>
<tr>
<td>0</td>
<td>Auxiliary Amber Strobe at Rear Door</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>0</td>
<td>Donation Farebox, small approx 8&quot;x8&quot;x8&quot;</td>
<td>$ 650.00</td>
</tr>
<tr>
<td>0</td>
<td>6.0L GM Gas Powered Engine</td>
<td>Not Avail</td>
</tr>
<tr>
<td>0</td>
<td>Telma Brake Retarder</td>
<td>$ 8,000.00 *</td>
</tr>
<tr>
<td>0</td>
<td>Add'l Emergency Window Exits (up to 3)</td>
<td>$ 100.00 ea.</td>
</tr>
<tr>
<td>0</td>
<td>Bike Rack (stainless steel)</td>
<td>$ 2,700.00 **</td>
</tr>
</tbody>
</table>

Non-Participating Options (local cost only): SUBTOTAL w/ PARTICIPATING OPTIONS $ 52,981.82

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>0</td>
<td>$ -</td>
</tr>
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<td>0</td>
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<tr>
<td>0</td>
<td>$ -</td>
</tr>
<tr>
<td>0</td>
<td>$ -</td>
</tr>
</tbody>
</table>

GRAND TOTAL $ 52,981.82

*available to systems in the mountain areas; must have enough in budget to cover cost
** you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Starcraft is white.

INTERIOR SEATING SELECTION: CODE: 588

*Seat coverings are listed after options on page 3
VENDEE MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED
Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2019 Ford E-350 cutaway chassis with 6.8L gasoline engine; 11,500 lb. GVWR; 96" overall width; 116" overall height; 281" length; 159" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 33 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1540 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
Starcraft has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Gerflor transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI 1170 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight. Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; Backup camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning: rear heater, 35,000 BTUs and rear a/c. 53,000 BTU's; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors; and roof top mounted strobe light.

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford)
Power Train - 5 years/50,000 miles (Ford)
Chassis Corrosion warranty - 5 years/75,000 miles (Ford)
Body Conversion warranty - 3 years/36,000 miles (Starcraft)
Body Structure warranty - 5 years/75,000 miles (Starcraft)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 50,000 miles

DELIVERY: Approximately 120 days from receipt of chassis

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>13 Passenger vehicle</td>
<td>$52,701.82</td>
</tr>
<tr>
<td></td>
<td><strong>FLOOR PLAN: See Tab label at bottom - A-1 FLOOR PLAN</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Options:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Item #</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Lettering: Specify SYSTEM NAME &amp; PHONE NUMBER on order form 4&quot; letters and</td>
<td>$350.00</td>
</tr>
<tr>
<td></td>
<td>numbers will be used on both sides of van</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Logo - System must provide decal; price is for labor only.</td>
<td>$200.00 ea./logo</td>
</tr>
<tr>
<td>3.</td>
<td>Auxiliary Round Red LED Brake Lights - two round 7&quot; brake lights; one on</td>
<td>$280.00</td>
</tr>
<tr>
<td></td>
<td>each side of vehicle above OEM brake lights.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Auxiliary Amber Strobe light; located either above rear door or to the right</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>of door. Light shall be wired to illuminate when vehicle is stopped and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>front door is opened. This strobe is not the same as standard strobe on</td>
<td></td>
</tr>
<tr>
<td></td>
<td>top of vehicle.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Donation Farebox, small approx 8&quot;x8&quot;x8&quot;</td>
<td>$650.00</td>
</tr>
<tr>
<td>6.</td>
<td>Telma brake retarder - for mountain areas only</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Additional Emergency Window Exits - order up to 3 more on vehicle</td>
<td>$100.00 ea.</td>
</tr>
<tr>
<td>8.</td>
<td>Bike Rack - Sportsworl DL2 bike rack mounted on front of bus</td>
<td>$2,700.00</td>
</tr>
</tbody>
</table>

**Non-Participating Options (local cost only)**

*NOTE: THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.*

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Ford Chassis Service manual/CD only</td>
<td>$250.00</td>
</tr>
<tr>
<td>10.</td>
<td>Ford Manufacturer Parts manual/CD only</td>
<td>$150.00</td>
</tr>
<tr>
<td>11.</td>
<td>Alternative Fuel - Propane Bi-Fuel Conversion Kit Option (Ford)</td>
<td>$12,250.00</td>
</tr>
<tr>
<td>12.</td>
<td>USSC G2E-LP adjustable driver’s seat</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Arm rest-right side</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Air suspension option</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Recaro LXS adjustable driver’s seat</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Paint, trim, two-tone, and logo options: <em>prices listed are maximum costs;</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Striping - includes paint and labor; indicate color and location on</td>
<td>$550.00</td>
</tr>
<tr>
<td></td>
<td>vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Striping - includes vinyl trim and labor; indicate color and location</td>
<td>$550.00</td>
</tr>
<tr>
<td></td>
<td>on vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Two-tone - includes paint and labor; indicate color(s) and location on</td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td>vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) Two-tone - includes vinyl trim and labor; indicate color(s) and location</td>
<td>$750.00</td>
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<tr>
<td></td>
<td>on vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) Logo - includes paint and labor; provide design copy and location on</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>vehicle</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*Striping (1 color) and Two-tone (2 colors) Option; Contact Palmetto Bus</td>
<td></td>
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<tr>
<td></td>
<td>Sales for details.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Additional 24&quot; seat belt extender (*note 2-24&quot; are included with each</td>
<td>$45.00 each</td>
</tr>
<tr>
<td></td>
<td>vehicle)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Diamond NV Farebox</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>
17. Genfare Pacemaker Farebox  $ 2,800.00
18. Fogmaker suppression system  $ 4,900.00
19. Jomarr Fire suppression system  $ 3,850.00
20. Amerex Fire suppression system  $ 3,500.00
21. Freedman Integrated Child Seat that replaces forward facing bench seat  $ 1,560.00
22. Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat  $ 720.00
23. Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).  $ 750.00
24. Upgraded LTV door frame to 14 ga. stainless steel  $ 1,625.00
25. Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. Steps (Item 2.4.7)  $ 750.00
26. Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4  $ 4,500.00
27. OEM engine block heater option  $ 250.00
28. Upgraded automatic heated side mirrors w/turn signal- Rosco  $ 275.00
29. Extended Warranty Option Plan 1- Coverage available for Ford and GM Vehicles  Not Aval

Exterior Color: The basic body of the Starcraft is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freedmanseating.com/fabrics/level_3/

<table>
<thead>
<tr>
<th>Vinyl Covering Colors</th>
<th>Fabric Covering Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level 3 - Predictions &amp; Cameo</strong></td>
<td><strong>Level 3 - Regions Fabric (Solid Color)</strong></td>
</tr>
<tr>
<td>(607) Predictions Claret</td>
<td>(48301) Pacific Rosa</td>
</tr>
<tr>
<td>(588) Cameo Ivy</td>
<td>(48302) Pacific Dk. Blue</td>
</tr>
<tr>
<td>(555) Predictions Silversurf</td>
<td>(48303) Pacific Navy</td>
</tr>
<tr>
<td>(600) Clipper Blue</td>
<td>(48304) Pacific Green</td>
</tr>
<tr>
<td>(610) Predictions Misty Bay</td>
<td><strong>Level 3 - Regions Fabric (Tweed Fabrics)</strong></td>
</tr>
<tr>
<td>(612) Predictions Indigo</td>
<td>(48701) Midwest Merlot</td>
</tr>
<tr>
<td></td>
<td>(48803) Midwest Bluette</td>
</tr>
<tr>
<td></td>
<td>(48804) Midwest Blackberry</td>
</tr>
</tbody>
</table>
**FY20 CTP REPLACEMENT CAPITAL**

**2020 20 FT. LIGHT TRANSIT VEHICLE (LTV) WITH LIFT ORDER FORM**

**STARCAST METAL BODY**

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**Send to:** PALMETTO BUS SALES  803-754-3827  ATTN: Bannie Smith  
**Address:** P.O. Box 2898  West Columbia, SC 29171  
**Contact:** SOHNA J. BIGGS  e-mail: bsmith@palmettobussales.com  
**Vendor No.:** 57-1101520  
**FAX:** 803-754-5326  
**Project No.:** 20-39-0625  

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**Bid No:** 201600503  
**N.C. Department of Transportation/Public Transportation Division**  
**Order Date:** 9/5/2019  
**P.O. No.:**  
**Contact:** MOORE COUNTY TRANSPORTATION SERVICES  
**Address:**  
**Phone:** 910-947-7162  
**FAX:** 910-947-1303  
**Phone/ FAX:**

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**VEHICLE ORDER**

<table>
<thead>
<tr>
<th>Option</th>
<th>Item No</th>
<th>Description</th>
<th>Base Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 A2</td>
<td>Lift - 2 rear wc station-plan A2</td>
<td>$56,777.15</td>
<td>$56,777.15</td>
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</tr>
<tr>
<td>Options-Itemized</td>
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<tr>
<td>0</td>
<td>Lettering</td>
<td>$350.00</td>
<td>$350.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Logo - labor only</td>
<td>$200.00 ea.</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Auxiliary Round Red Brake Lights</td>
<td>$260.00</td>
<td>$260.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Auxiliary Amber Strobe at Rear Door</td>
<td>$250.00</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Donation Firebox small approx 6&quot;x8&quot;x8&quot;</td>
<td>$650.00</td>
<td>$650.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>0.5L GM Gas Powered Engine</td>
<td>Not Avail</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Transign destination sign - electronic</td>
<td>$2,499.00</td>
<td>$2,499.00</td>
<td></td>
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<tr>
<td>0</td>
<td>Passenger pull cord stop request</td>
<td>$750.00</td>
<td>$750.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Touchless stop request signal system</td>
<td>$450.00</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Jensen P.A. System w/ 2 speakers</td>
<td>$450.00</td>
<td>$450.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Telma Brake Retarder</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Bike Rack (stainless steel)</td>
<td>$2,700.00</td>
<td>$2,700.00</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>Add 1 Emergency Window Exits (up to 3)</td>
<td>$100.00 ea.</td>
<td>$100.00</td>
<td></td>
</tr>
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</table>

**Non-Participating Options (local cost only):**

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>-</td>
</tr>
<tr>
<td>0</td>
<td>-</td>
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<tr>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**SUBTOTAL W/ PARTICIPATING OPTIONS:** $57,307.15

**GRAND TOTAL:** $57,307.15

---

*available to systems in the mountain areas; must have enough in budget to cover cost  
**you must have budgeted for this in your application to order this item.

---

**EXTERIOR COLOR:** The basic body of the Starcraft Starfine is white.

**INTERIOR SEATING SELECTION:** CODE: 588

*Seat coverings are listed after options on page 4

---

**Lettering information:**

**Color and Style of 6" lettering:**

**Striping/Tu-Tone information:** Stripping (1 code): #1: | #2: 

---

**Vehicle to be titled to:** COUNTY OF MOORE
Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION

Chassis:
2019 Ford E-350 cutaway chassis with 6.8L, V-10 gasoline engine; 11,500 lb. GVWR; 98" overall width; 116" overall height; 267" length; 139" wheelbase; 4,500 lbs. front axle/ 8,500 lbs. rear axle; 4:10 rear axle ratio; heavy duty shock absorbers, front coil and rear leaf springs; MDR/Fryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season tire; radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1540 CCA total; 225 amp OEM alternator; Inter-Motive fast idle; back-up alarm; two-way radio provision; all wiring is insulated; color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:
Starcraft Starlite has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Genfloor transit flooring; color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMIT/Transpec 1170 roof vent/attic fan; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders. OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; lift steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning, rear heater, 35,000 BTUs and rear air; 53,000 BTUs; stainless steel stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS)
Braun Centurion NCL100(F)B354SHE-2, fully automatic side mounted wheelchair lift, lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360, 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick Straps and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

Warranty:
Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/GM)
Power Train - 5 years/65,000 miles (Ford/GM)
Chassis Corrosion warranty - 5 years/75,000 (Ford/GM)
Body Conversion warranty - 3 years/36,000 miles (Starcraft)
Body Structure warranty - 5 years/75,000 miles (Starcraft)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 90,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis.

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

Light Transit Vehicle seating arrangements:
Item/Diagram number and base price

A2 - Wheelchair lift vehicle - side-rear location; 6 forward facing passenger seats. 1 double foldaway bench seat with 2 wheelchair/mobility aid device stations

$ 59,777.15

FLOOR PLAN: See Tab label at bottom - A-2 FLOOR PLAN

Options:

Item #

1. Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form
4" letters and numbers will be used on both sides of van

$ 350.00

2. Logo - System must provide decal; price is for labor only.

$ 200.00 ea/logo

3. Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OME brake lights.

$ 260.00

4. Auxiliary Amber Strobe light; located either above rear door or to the right of door.
Light shall be wired to illuminate when vehicle is stopped and front door is opened.
This strobe is not the same as standard strobe on top of vehicle.

$ 250.00

5. Donation Fairbox; small approx 8"x8"x8" vehicle

$ 650.00

6. 6.0L GM Gas Powered Engine

NA

7. Destination sign-Transign D-3114, electric, furnished with minimum of
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 destinations</td>
<td>$2,480.00</td>
</tr>
<tr>
<td>*Destination sign is only available for fixed route and deviated fixed route vehicles.</td>
<td></td>
</tr>
<tr>
<td>8. Passenger pull cord stop request</td>
<td>$750.00</td>
</tr>
<tr>
<td>*Passenger signal is only available for fixed route vehicles.</td>
<td></td>
</tr>
<tr>
<td>9. Passenger touch tape stop request</td>
<td>$150.00</td>
</tr>
<tr>
<td>*Passenger signal is only available for fixed route vehicles.</td>
<td></td>
</tr>
<tr>
<td>10. Jensen P.A. System with 2 speakers meets ADA</td>
<td>$450.00</td>
</tr>
<tr>
<td>*PA system is only available for fixed route or deviated fixed route vehicles.</td>
<td></td>
</tr>
<tr>
<td>11. Telma brake retarder - for mountain areas only</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>(agency must have budgeted appropriate amount in application to order this option)</td>
<td></td>
</tr>
<tr>
<td>12. Bike Rack - SportsWorks stainless steel bike rack mounted on front of bus</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>(agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it)</td>
<td></td>
</tr>
<tr>
<td>13. Additional Emergency Window Exits - order up to 3 more on vehicle</td>
<td>$100.00 ea</td>
</tr>
</tbody>
</table>

### Non-Participating Options (local cost only)

**NOTE:** THE FOLLOWING OPTIONS ARE NOT ELIGIBLE FOR STATE/FEDERAL PARTICIPATION.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Ford Chassis Service manual/CD only</td>
<td>$250.00</td>
</tr>
<tr>
<td>15. Ford Manufacturer Parts manual/CD only</td>
<td>$150.00</td>
</tr>
<tr>
<td>16. Alternative Fuel - Propane Bi-Fuel Conversion Kit Option (Ford)</td>
<td>$12,250.00</td>
</tr>
<tr>
<td>17. Hubometer</td>
<td>$240.00</td>
</tr>
<tr>
<td>18. Paint, trim, two-tone, and logo options: <em>prices listed are maximum costs; please contact vendor for quote for your system.</em></td>
<td></td>
</tr>
<tr>
<td>a) Striping - includes paint and labor; indicate color and location on vehicle</td>
<td>$550.00</td>
</tr>
<tr>
<td>b) Striping - includes vinyl trim and labor; indicate color and location on vehicle</td>
<td>$550.00</td>
</tr>
<tr>
<td>c) Two-tone - includes paint and labor; indicate color(s) and location on vehicle</td>
<td>$750.00</td>
</tr>
<tr>
<td>d) Two-tone - includes vinyl trim and labor; indicate color(s) and location on vehicle</td>
<td>$750.00</td>
</tr>
<tr>
<td>e) Logo - includes paint and labor; provide design copy and location on vehicle</td>
<td>$500.00</td>
</tr>
<tr>
<td><em>Striping (1 color) and Tu-tone (2 colors) Option: contact vendor for details.</em></td>
<td></td>
</tr>
<tr>
<td>19. Additional 24&quot; seat belt extender (*note 2-24&quot; are included with each vehicle)</td>
<td>$45.00 each</td>
</tr>
<tr>
<td>20. Additional O'Straint Quick Straps (6 Quick straps are std. with vehicle)</td>
<td>$39.00 each</td>
</tr>
<tr>
<td>21. Twin Vision Digital MobiLite Electronic destination sign:</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Front Side</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>22. Diamond NV Farebox with extra vault</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>23. Genfare Pacemaker Farebox with extra vault</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>24. GFI Odyssey Validating Electronic Farebox</td>
<td>$18,975.00</td>
</tr>
<tr>
<td>25. Jensen P.A. system AM/FM/CD w 4 speakers meets ADA</td>
<td>$750.00</td>
</tr>
<tr>
<td>26. Clever Devices AVA</td>
<td>$30,300.00</td>
</tr>
<tr>
<td>28. Fogmaker suppression system</td>
<td>$4,900.00</td>
</tr>
<tr>
<td>29. Jomarr Fire suppression system</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>30. Amerex Fire suppression system</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>31. USSC G-2E-LP adjustable driver's seat with arm rest</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>32. USSC G-2E-LP adjustable driver's seat with arm rest and air suspension</td>
<td>$2,750.00</td>
</tr>
<tr>
<td>33. Recaro Ergo LXS adjustable driver's seat</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>34. Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat</td>
<td>$720.00</td>
</tr>
<tr>
<td>35. Freedman Integrated Child Seat (ICS) that replaces forward facing bench seat</td>
<td>$1,560.00</td>
</tr>
<tr>
<td>36. Freedman Featherweight High Back seats in lieu of standard mid back</td>
<td>$650.00</td>
</tr>
<tr>
<td>permanent forward facing seats (includes appropriate foldaway seats).</td>
<td></td>
</tr>
<tr>
<td>37. Upgraded LTV door frame to 14 ga. stainless steel</td>
<td>$1,625.00</td>
</tr>
<tr>
<td>38. Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. steps</td>
<td>$750.00</td>
</tr>
</tbody>
</table>
30. Soon Wireless 4 Cameras/DVR system - Soon Trooper TL4 $4,500.00
31. HawkEye warning System - alarm detects objects behind vehicle $725.00
32. Upgraded automatic heated side mirrors w/ turn signal - Rosco $275.00
33. OEM engine block heater option $250.00
34. Extended Warranty Option Plan N/A

Exterior Color: The basic body of the Starcraft Starlite is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freemanseating.com/fabrics/level_3/

<table>
<thead>
<tr>
<th>Vinyl Covering Colors</th>
<th>Fabric Covering Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3 - Regions Fabric (Tweed Fabrics) (49701) Midwest Merlot, (49803) Midwest Bluette (49804) Midwest Blackberry</td>
<td></td>
</tr>
</tbody>
</table>

http://www.freemanseating.com/fabrics/level_3/
**Certificate Of Completion**

Envelope Id: 49309020A970424CA158059F92C6FE83  
Subject: Please DocuSign: 10-28-19 Contract - MCTS - Palmetto Bus Sales.pdf  
Source Envelope:  
Document Pages: 13  
Certificate Pages: 5  
AutoNav: Enabled  
Enveloped Stamping: Enabled  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Record Tracking**

Status: Original  
Holder: Cheryl Zielsdorf  
Location: DocuSign

**Signer Events**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Ensminger</td>
<td><a href="mailto:densminger@moorecountync.gov">densminger@moorecountync.gov</a></td>
<td>Sent: 10/28/2019 4:23:17 PM</td>
</tr>
</tbody>
</table>
| Barnie Smith          | bsmith@palmettobussales.com | (
| Laura Williams        | clerktoboard@moorecountync.gov | (None) |

**Electronic Record and Signature Disclosure:**  
Accepted: 1/17/2019 10:52:45 AM  
ID: f958f193-5a2f-4f52-8cdd-0dd936077538

**In Person Signer Events**

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<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>Francis R. Quis, Jr., Chairman</td>
<td><a href="mailto:clerktoboard@moorecountync.gov">clerktoboard@moorecountync.gov</a></td>
<td>(None)</td>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Editor Delivery Events**

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**Agent Delivery Events**

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</thead>
<tbody>
<tr>
<td>Intermediary Delivery Events</td>
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<table>
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<table>
<thead>
<tr>
<th>Carbon Copy Events</th>
<th>Status</th>
<th>Timestamp</th>
</tr>
</thead>
</table>

| Laura Williams | clertoboard@moorecountync.gov |
| Clerk to the Board |
| County of Moore |
| Security Level: Email, Account Authentication (None) |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign |
| **Copied** |
| Sent: 10/28/2019 4:23:17 PM |

| Misty Leland | mistyleland@moorecountync.gov |
| County Attorney |
| County of Moore |
| Security Level: Email, Account Authentication (None) |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign |
| **Copied** |
| Sent: 10/28/2019 4:23:18 PM |

| Sonia Biggs | sbiggs@moorecountync.gov |
| Security Level: Email, Account Authentication (None) |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign |
| **Copied** |
| Sent: 10/28/2019 4:23:18 PM |

| Stephanie Cormack | scormack@moorecountync.gov |
| Security Level: Email, Account Authentication (None) |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign |
| **Copied** |
| Sent: 10/28/2019 4:23:18 PM |

| Caroline Xiong | cxiong@moorecountync.gov |
| Security Level: Email, Account Authentication (None) |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign |

<table>
<thead>
<tr>
<th>Witness Events</th>
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<table>
<thead>
<tr>
<th>Notary Events</th>
<th>Signature</th>
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<table>
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<tr>
<th>Envelope Summary Events</th>
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<th>Timestamps</th>
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</table>

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</table>

<table>
<thead>
<tr>
<th>Payment Events</th>
<th>Status</th>
<th>Timestamps</th>
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</thead>
</table>

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

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

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

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

**How to contact Carahsoft obo County of Moore - IT Department:**
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cbutts@moorecountync.gov

**To advise Carahsoft obo County of Moore - IT Department of your new e-mail address**
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moorecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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

**To withdraw your consent with Carahsoft obo County of Moore - IT Department**
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
  
i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers:</td>
<td>Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)</td>
</tr>
<tr>
<td>PDF Reader:</td>
<td>Acrobat® or similar software may be required to view and print PDF files</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
</tr>
<tr>
<td>Enabled Security Settings:</td>
<td>Allow per session cookies</td>
</tr>
</tbody>
</table>

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

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

By checking the ‘I agree’ box, I confirm that:

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MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 10/29/2019
SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Reappoint members to the Juvenile Crime Prevention Council.

BACKGROUND:

The current terms of service for JCPC members Buddy Howell (commissioner appointee position) and Jason Blackburn (police chief designee position) expire November 30. Each is available to continue service for an additional two-year term.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Buddy Howell and Jason Blackburn to the Juvenile Crime Prevention Council for two-year terms expiring November 30, 2021.
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 10/31/2019
SUBJECT: Appointments / Town of Aberdeen Planning Board ETJ

REQUEST:
Appoint ETJ member to the Town of Aberdeen Planning Board.

BACKGROUND:
The Town of Aberdeen has requested the appointment of Barbara Allred as an ETJ member of the Town’s Planning Board, having received the resignation of ETJ member Heidi Whitescarver.

IMPLEMENTATION PLAN:
Clerk will make notification of appointment.

RECOMMENDATION SUMMARY:
Make a motion to appoint Barbara Allred as an ETJ member of the Town of Aberdeen Planning Board for a term expiring June 2022.