



## AGENDA

### MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, DECEMBER 8, 2015, 5:30 P.M.

### ORGANIZATIONAL AND REGULAR MEETING

#### CALL TO ORDER

INVOCATION – *Reverend Scott McInnis, Red Branch Baptist Church*

PLEDGE OF ALLEGIANCE – *The Honorable Judy Martin, Register of Deeds*

#### I. ELECTION OF CHAIRMAN

#### II. ELECTION OF VICE CHAIRMAN

#### III. PUBLIC COMMENT PERIOD

#### IV. ADDITIONAL AGENDA

#### V. RECOGNITIONS

A. Dog Tags Class (*Mary Jo Morris*)

#### VI. PRESENTATIONS

A. Public Safety Ordinance (*Bryan Phillips*)

#### VII. 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. Public Official Bonds
- B. Minutes: November 17, 2015 Regular Meeting and Closed Session
- C. Minutes: November 17, 2015 Special Meeting
- D. Budget Amendments
- E. Tax Releases/Refunds – November 2015
- F. County Facilities Expansion Project Ordinance Revision # 5
- G. Resolution Authorizing Upset Bid Process for “Patterson Lot 8”
- H. Amendment to FY16 Budget Ordinance, Sec. 10 Trust & Agency Funds

**VIII. PUBLIC HEARINGS**

- A. Public Hearing/Planning – 2012 Scattered Site Housing CDBG Closeout  
(*Debra Ensminger*)

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- A. Public Safety – Approval of Advanced Life Support Equipment Purchase/Lease Agreement (*Bryan Phillips*)
- B. Human Resources – Authorization for Changes to Health Benefit Plan Summary Plan Description (*Denise Brook*)
- C. Public Works – Approval of Property Exchange with Village of Pinehurst (*Randy Gould*)
- D. Public Works – Approval of Bar Rake Purchase Award (*Randy Gould*)

**XI. APPOINTMENTS**

- A. Fire Commission Chair and Vice Chair
- B. Local Emergency Planning Committee
- C. Juvenile Crime Prevention Council
- D. Nursing and Adult Care Home Community Advisory Committee

**XII. ADDITIONAL AGENDA**

**XIII. MANAGER’S REPORT**

**XIV. COMMISSIONERS’ COMMENTS**

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

**ADJOURNMENT**

**COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:**

- **Fire Commission**, Thursday, December 10, 6:00pm (Ritter)
- **Citizens Pet Responsibility**, Wednesday, December 16, 10:00am (Ritter)
- **DSS Board**, Wednesday, December 16, 3:00pm (Graham)
- **Christmas Holidays**, County Offices Closed, December 24 and 25
- **Pre-Agenda Meeting**, Wednesday, December 30, 9:00am

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

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

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

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

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

**Agenda Item:** VI . A .  
**Meeting Date:** 12/8/2015

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** D. Bryan Phillips  
**DATE:** 30 November 2015  
**SUBJECT:** Public Safety Ordinance  
**PRESENTER:** D. Bryan Phillips

**REQUEST:**

Introduce the proposed revision to the Code of Ordinances for Moore County by establishing a Public Safety Ordinance.

**BACKGROUND:**

***Emergency Management***

The purposes of this Article are to establish an emergency management agency to ensure the complete and efficient utilization of all resources of the county and its municipalities in the event of an emergency or disaster; set forth the authority and responsibility of the local governments in prevention of, preparation for, response to, and recovery from natural or man-made emergencies or hostile military or paramilitary action and to do the following:

- (1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property.
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons.
- (3) Coordinate with state and federal agencies for the orderly rehabilitation of persons and restoration of property.
- (4) Provide for cooperation and coordination of activities relating to emergency mitigation, preparedness, response, and recovery among agencies and officials of this County and with similar agencies and officials of other counties, with state and federal governments, with interstate organizations, and with other private and quasi-official organizations.

***Hazardous Materials***

The intent and purpose of this article is to establish the duties of the county emergency management agency as it relates to hazardous materials emergencies. Such incidents include but are not limited to, spills, accidents, illegal dumping and other releases or threatened releases of hazardous materials requiring control. The emergency management agency shall have the authority to summarily remove, abate, or remedy hazardous material emergencies within the jurisdiction of the county that are, or potentially are, a threat to public safety.

***Emergency Telephone Service (911)***

The purpose of this article is to establish a public safety telephone service in Moore County and to provide the financial resources needed to purchase, install, operate, and maintain it.

***Fire Prevention Code***

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the Moore County Board of Commissioners adopted a certain code known as the North Carolina Fire Code, as approved by the North Carolina Building Code Council and shall include subsequent amendments that are adopted pursuant to state law. An official copy of the code shall be filed in the office of the fire marshal. The code is adopted and incorporated as if fully set forth at length in this ordinance, and the provisions thereof shall be controlling in all areas of the county not governed by a city or town, and as otherwise provided for through agreements with participating municipalities within the county.

***Emergency Medical Services***

Ambulance, Emergency Medical Services, First Responder, Rescue Services and Granting of Franchise and Contract to the Operations in Moore County

**IMPLEMENTATION PLAN:**

Approved by Legal

BOC Review with Adoption at a future BOC Meeting

**FINANCIAL IMPACT STATEMENT:**

None

**RECOMMENDATION SUMMARY:**

No action necessary

**SUPPORTING ATTACHMENTS:**

Public Safety Ordinance

**BE IT ORDAINED that the Moore County Code of Ordinances, Chapter 6.5, Public Safety, is hereby amended in its entirety to read as follows:**

**Chapter 6.5 - PUBLIC SAFETY**

[leave space to put in table of contents if desired]

**ARTICLE I. IN GENERAL**

**Sec. 6.5.1 Title**

This Chapter shall be known and may be cited and referred to as the "Moore County Public Safety Ordinance," including its municipalities.

**Sec. 6.5.2 Intent and Purpose Statement**

The purposes of this Article are to establish an emergency management agency to ensure the complete and efficient utilization of all resources of the county and its municipalities in the event of an emergency or disaster; set forth the authority and responsibility of the local governments in prevention of, preparation for, response to, and recovery from natural or man-made emergencies or hostile military or paramilitary action and to do the following:

- (1) Reduce vulnerability of people and property of this County to damage, injury, and loss of life and property.
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons.
- (3) Coordinate with state and federal agencies for the orderly rehabilitation of persons and restoration of property.
- (4) Provide for cooperation and coordination of activities relating to emergency mitigation, preparedness, response, and recovery among agencies and officials of this County and with similar agencies and officials of other counties, with state and federal governments, with interstate organizations, and with other private and quasi-official organizations.

The emergency management agency shall be the coordinating entity for all activity in connection with emergency management within the county. It will be the agency through which the board of commissioners and city/town councils will exercise the authority and discharge the responsibilities vested in them during states of disaster or local emergency.

This chapter does not relieve any county department or agency of the responsibilities or authority given to it by state law or by local chapter, nor will it adversely affect the work of any volunteer agency organized for relief in disaster situations. It shall not abridge or modify the authority of

the governor or his or her delegates to implement emergency measures during declared states of disaster.

The emergency management agency shall be the central coordinating agency for activities and programs relating to emergency and disaster mitigation, preparedness, response and recovery among agencies and officials for the county and with similar agencies and officials of other counties, the state and federal agencies, and with other private and quasi-official organizations.

### **Sec. 6.5.3 Definitions**

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

**Chair of the Board of County Commissioners** - The chair of the board of county commissioners or, in case of the chair's absence or disability, the person authorized to act in the chair's stead. Unless the governing body of the county has specified who is to act in lieu of the chair with respect to a particular power or duty set out in this Chapter, this term shall mean the person generally authorized to act in lieu of the chair.

**County-authorized emergency management personnel** -Any person duly registered, identified and appointed by the coordinator of the county emergency management agency and assigned to participate in the emergency management activity.

**County-authorized first responder** – any person duly registered, identified and appointed by the coordinator of the county emergency management division and assigned to participate in the emergency management activity.

**Disaster** – An occasion or an instance caused by any natural means (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm or drought), and, regardless of cause, any fire, flood or explosion, where local efforts and capabilities are maximized to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophic situation in any part of the county including alleviating the damage, loss, hardship or suffering caused by the event.

**Emergency** - An incident or occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, or riot-related cause, which requires responsive action to protect life or property.

**Emergency area** -The geographical area covered by a state of emergency.

**Emergency management** – (1) The basic government functions of maintaining the public peace, health and safety during an emergency. This term includes plans and preparation for protection, relief and recovery from the effects of an emergency, disaster or hostile action as defined in this section. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States. (2) The employees, equipment and facilities of all county departments, boards, councils, institutions and commissions; and in addition it includes all

volunteer personnel, equipment and facilities contributed by or obtained from, volunteer persons or agencies.

Emergency management agency - The local governmental agency charged with coordination of all emergency management activities for its jurisdiction.

Hazardous materials emergency response team or hazmat team - An organized group of persons specially trained and equipped to respond to and control actual or potential leaks or spills of hazardous materials.

Hazardous materials - Any material defined as a hazardous substance under 29 Code of Federal Regulations, 191O.120(a)(3).

Hazardous materials incident or hazardous materials emergency - An uncontrolled release or threatened release of a hazardous substance requiring outside assistance by a local fire department or hazmat team to contain and control.

Local Emergency Manager (LEM) - The coordinator of the county emergency management division, appointed as prescribed in this article.

Political subdivision - Incorporated cities, towns and villages.

Regulations – The plan, programs and other emergency procedures deemed essential to emergency management.

Responsible party - A person or entity who causes directly or indirectly the release of a hazardous material creating a hazardous materials incident shall be liable for all reasonable costs incurred in responding to and mitigating the incident pursuant to the Moore County Fee Schedule. In the event that the responsible party cannot be determined or is unable to pay, the owner of or person in possession of hazardous materials at the time of the incident is liable for the costs.

State of emergency - A finding and declaration by the governing body of a county or the chair of the board of commissioners of a county, acting under the authority of G.S. 166A-19.22, that an emergency exists.

#### **Sec. 6.5.4 Violations**

It shall be a misdemeanor for any person to violate any of the provisions of this chapter or of the regulations or plans promulgated pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency management forces, as herein defined, in the enforcement of the provisions of this chapter or any regulations or plan issued hereunder.

## **ARTICLE II. EMERGENCY MANAGEMENT AGENCY**

### **Sec. 6.5.5 Authority**

Pursuant to N.C.G.S. 166A, the North Carolina Emergency Management Act, a county emergency management agency is hereby established.

### **Sec. 6.5.6 Establishment; coordinator**

(a) The county director of public safety serves as the coordinator of the emergency management agency.

(b) The coordinator shall designate and appoint deputy coordinators to assume the duties of the coordinator in his absence or inability to act.

### **Sec. 6.5.7 Government immunity and exemption**

This article is an exercise by the county/municipalities of its governmental functions for the protection of the public peace, health and safety as required by N.C.G.S. 166A-19.60 which provides the following immunities and exemptions:

(a) Neither the state nor any political subdivision thereof, nor, except in cases of willful misconduct, gross negligence, or bad faith, any emergency management worker, firm, partnership, association or corporation complying with or reasonably attempting to comply with this Article or any order, rule or regulation promulgated pursuant to the provisions of this Article or pursuant to any ordinance relating to any emergency management measures enacted by any political subdivision of the state, shall be liable for the death or injury to persons, or for damage to property as a result of any such activity. N.C.G.S. 166A-19.60(a).

(b) The rights of any person to receive benefits to which the person would otherwise be entitled under this Article or under the Workers' Compensation Law or under any pension law and the right of any such person to receive any benefits or compensation under any act of Congress shall not be affected by performance of emergency management functions. N.C.G.S. 166A-19.60(c).

(c) Any requirement for a license to practice any professional, mechanical or other skill shall not apply to any authorized emergency management worker who shall, in the course of performing the worker's duties as such, practice such professional, mechanical or other skill during a state of emergency. N.C.G.S. 166A-19.60(d).

### **Sec. 6.5.8 No private liability**

Any person, firm or corporation, together with any successors in interest, if any, owning or controlling real or personal property who, voluntarily or involuntarily, knowingly or unknowingly, with or without compensation, grants a license or privilege or otherwise permits or allows the designation or use of the whole or any part or parts of such real or personal property for the purpose of activities or functions relating to emergency management as provided for in this chapter shall not be civilly liable for the death of or injury to any person or the loss of or damage to the property of any persons where such death, injury, loss or damage resulted from, through, or because of the use of the said real or personal property for any of the above purposes,

provided that the use of said property is subject to the order or control of or pursuant to a request of the state government or any political subdivision thereof. N.C.G.S. 166A-19.61.

**Sec. 6.5.9 Duties and responsibilities of coordinator**

- (a) For the purposes of this article, the coordinator shall:
  - (1) Be responsible to the board of commissioners in regard to all phases of emergency management activity.
  - (2) Be responsible for the planning, coordination and operation of the emergency management activities in the county.
  - (3) Maintain liaison with the state and federal authorities and the authorities of other political subdivisions to ensure the most effective operation of the emergency management plans.
- (b) The coordinator's duties shall include, but not be limited to, the following:
  - (1) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the county for emergency management purposes. Such services from persons outside of government may be accepted by local government on a volunteer basis.
  - (2) Developing and coordinating plans for the immediate use of all facilities, equipment, manpower and other resources of the county for the purpose of minimizing or preventing damage to persons and property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
  - (3) Enter into agreements with owners or persons in control of buildings or other property for the use of such buildings or other property for the emergency management purposes and designating suitable buildings as public shelters.
  - (4) Through public informational programs, educating the populace as to actions necessary and required for the protection of their persons and property in an emergency, either impending or present.
  - (5) Conducting drills and exercises to ensure the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.
  - (6) Coordinating the activity of all other public and private agencies engaged in any emergency management activities.
  - (7) When personnel, equipment, or supplies for an emergency function are not available within the local government, the coordinator is authorized to seek assistance from other governments or from persons outside of government.

(8) The assignment of duties, when of a supervisory nature, shall also include the granting of authority for the persons to carry out duties prior to, during, and after the occurrence of an emergency.

(9) The invoicing of persons liable for hazardous materials release, and, in the event of non-payment, the discretion to proceed with legal action to recover costs.

**Sec. 6.5.10 Emergency operations plans**

(a) Comprehensive emergency operations plans shall be adopted by resolution of the board of commissioners. In the preparation of these plans as they pertain to county organization, it is intended that the services, equipment, facilities, and personnel of all existing departments and agencies shall be utilized to the fullest extent. All departments and agencies have the responsibility to perform the functions assigned by these plans and to be in a current state of readiness at all times. The emergency operations plan shall have the full effect of law whenever an emergency, as defined in this article, has been declared or when a disaster occurs.

(b) The coordinator shall prescribe those positions within the emergency organizational structure for which lines of succession are necessary. In each instance, the responsible person will designate and keep on file with the coordinator a current list of three persons as successors to his position. The list will be in order of succession and will designate persons best capable of carrying out all assigned duties and functions.

(c) Any individual assigned responsibility in the plans shall be responsible for carrying out all assigned duties and functions. Duties include the organization and training of assigned employees and, where needed, volunteers. Each individual shall formulate the standing operating procedure to implement the plans.

(d) Supporting plans shall be maintained by the emergency management agency to ensure coordinated activities in the mitigation, preparedness, response, and recovery phases of emergency management. In the preparation of these plans, the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When the plans are published, each department or agency shall perform those functions assigned to it by the plan.

(e) The agency shall describe in emergency plans those positions within the disaster organization, in addition to the agency head, for which lines of succession are necessary. In each instance, the responsible person shall designate and file with the emergency management agency a current list of three persons to be successors to each key position. The list shall be in order of succession and shall designate persons most capable of carrying out all duties and functions assigned to the position.

(f) Each department designated in emergency plans shall be responsible for carrying out all duties and functions designated by the plan. Duties will include organization and training of assigned employees and volunteers. Each department shall formulate procedures to implement the plan for the organization.

- (g) When a skill required for a disaster relief function is not available within local government, the coordinator shall be authorized to seek assistance beyond local government resources.
- (h) The coordinator may submit recommended changes to the board of commissioners.

**Sec. 6.5.11 Planning related to special needs facilities**

- (a) Special facilities are those institutions or organizations whose populations are dependent upon the institution for transportation or care.
- (b) Special needs facilities are required to have a plan in place to be self-sufficient in an emergency that would require shelter in place or evacuation of their facility due to a natural or other disaster.
  - (1) Self-sufficient status would include generator power, food, water and essential supplies and equipment.
- (c) These institutions include, but are not limited to, assisted living facilities, hospitals, schools (public and private), day care centers, elderly centers or other organizations.
- (d) The institutions shall submit copies of their disaster plan to the emergency management agency for review on an annual basis as defined by the emergency management agency.
- (e) Any facility required to submit special facility disaster plans shall pay to the county the fees set forth in a schedule approved by the board of commissioners.
- (f) The emergency management agency shall review the fee schedule every year and make recommendations to the board of commissioners as to any suggested alterations.
- (g) Any fees collected pursuant to this article shall be applied to support staffing, operations, equipment, supplies and programming efforts emergency management purposes.

**Sec. 6.5.12 Hazardous facility planning**

- (a) Any person required by law to annually submit a chemical inventory on forms approved by the North Carolina Environmental Protection Agency shall pay to the county the fees set forth in a schedule approved by the board of commissioners.
- (b) The emergency management agency shall review the fee schedule every year and make recommendations to the board of commissioners as to any suggested alterations.
- (c) Any fees collected pursuant to this article shall be applied to support staffing, operations, equipment, supplies and programming efforts emergency management purposes.

**Sec. 6.5.13 Liability**

- (a) All functions and other activities relating to emergency management as provided for in this Chapter or elsewhere in the Moore County Code of Ordinances are hereby declared to be governmental functions. Except in cases of willful misconduct, gross negligence, or bad faith, any emergency management worker, firm, partnership, association, corporation, or agent

complying with or reasonably attempting to comply with this Article or any order, rule, or regulation promulgated pursuant to the provisions of this Article or pursuant to any ordinance relating to any emergency management measures enacted by the County, shall not be liable for the death of or injury to persons, or for damage to real or personal property as a result of any such activity.

(b) Any person, firm, or corporation, together with any successors in interest, if any, owning or controlling real or personal property who, voluntarily or involuntarily, knowingly or unknowingly, with or without compensation, grants a license or privilege or otherwise permits or allows the designation or use of the whole or any part or parts of such real or personal property for the purpose of activities or functions relating to emergency management as provided for in this Chapter or elsewhere in the Moore County Code of Ordinances shall not be civilly liable for the death of or injury to any person or the loss of or damage to the property of any persons where such death, injury, loss, or damage resulted from, through, or because of the use of the real or personal property for any of the above purposes, provided that the use of the property is subject to the order or control of or pursuant to a request of the county government.

#### **Sec 6.5.14 County departmental continuity plans**

To facilitate emergency preparedness planning for Moore County, all Moore County departments, authorities, independent agencies, and constitutional officers shall prepare and periodically revise continuity of operations plans pursuant to directions and guidelines from the emergency management agency. These continuity plans must establish a comprehensive and effective program that maintains the continuity of essential departmental functions during any emergency or other situation that disrupts normal operations. Moore County shall ensure that such contingency plans are consistent with other emergency and disaster plans within Moore County.

(a) These continuity of operations plans shall be submitted to the emergency management agency by the last day of December each year in an emergency management approved format and shall address at a minimum the following areas:

- (1) Assignment of personnel as the continuity of operations program manager
- (2) Direction and control including authorities and responsibilities of key personnel, the succession of key departmental leadership, and delegations of authority
- (3) Identification of essential and non-essential departmental functions and staffing capabilities required to continue providing essential functions
- (4) Activation, mobilization, relocation, alert, notification and implementation plans for activating the continuity of operations plan
- (5) Alternate facility operations
- (6) Communications (primary and back-up) systems that will be used to keep employees, on-duty and off-duty, informed of departmental response activities, to coordinate employees in order to carry out departmental missions, to keep in contact with customers and suppliers, and to coordinate with the Moore County Emergency Operations Center
- (7) Protection of facilities, equipment, supplies, and vital records
- (8) Recovery and restoration of services including employee support, critical asset repair/replacement, and the continuity of operations
- (9) Administration and logistics

(10) Departments will update the Employee Emergency Notification System list quarterly at a minimum

**Sec. 6.5.15 Territorial applicability**

The emergency management agency shall perform emergency management, mitigation, preparedness, disaster response, and recovery functions within the territorial limits of Moore County including incorporated municipalities, and shall conduct such functions outside of such territorial limits as may be required pursuant to the provisions of North Carolina General Statutes, mutual aid agreements, and in accordance with state and Moore County comprehensive emergency management planning.

**Sec. 6.5.16 Severability**

Should any provisions of this subchapter be declared invalid for any reason, by any court of competent jurisdiction, such declaration of invalidity shall not affect the validity of the provisions or of this subchapter as a whole.

**ARTICLE III. STATE OF EMERGENCY**

**Sec. 6.5.17 Authority**

(a) A state of emergency shall be deemed to exist whenever, during times of public crisis, disaster or catastrophic emergency when, for any reason, public safety authorities are unable to maintain public order or afford adequate protection for lives, safety or property, or whenever the occurrence of any such condition is imminent.

(b) A state of emergency may be declared by the chairperson of the board of commissioners when he or she finds that an emergency exists. The proclamation shall be in writing. The chairperson shall take reasonable steps to give notice to the public of the terms of the proclamation. The chairperson shall send reports of the substance of the proclamation to the mass communications media which serve the affected area. The chairperson shall retain a text of the proclamation and provide copies upon request.

(c) The proclamation declaring a state of emergency shall include a definition of the area constituting the emergency area. The emergency area of a state of emergency declared by a county shall not include any area within the corporate limits of any municipality, or within any area of the county over which a municipality has jurisdiction to enact general police-power ordinances, unless the municipality's governing body or mayor consents to or requests the state of emergency's application.

**Sec. 6.5.18 Prohibitions and restrictions authorized**

(a) The proclamation declaring a state of emergency may, or may not include any or all of the following prohibitions and restrictions:

(1) Movements of people in public places, including imposing a curfew; directing and compelling the voluntary or mandatory evacuation of all or part of the population from any stricken or threatened area within the governing body's jurisdiction; prescribing routes, modes of transportation, and destinations in connection with evacuation; and

controlling ingress and egress of an emergency area, and the movement of persons within the area.

(2) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.

(3) The possession, transportation, sale, purchase, and consumption of alcoholic beverages.

(4) Upon the possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances, except that this subdivision does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used in this subdivision, the term "dangerous weapons and substances" has the same meaning as it does under N.C.G.S. 14-288.1. As used in this subdivision, the term "firearm" has the same meaning as it does under N.C.G.S. 14-409.39(2).

(5) Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

(b) The proclamation declaring state of emergency may, or may not, exempt from all or any part of prohibitions and restrictions the following persons or groups of persons while acting in the line of and within the scope of their respective duties:

(1) Law enforcement officers, firefighters and other public employees, rescue squad members, doctors, nurses, employees of hospitals and other medical facilities;

(2) On-duty military personnel, whether state or federal;

(3) On-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and

(4) Such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of people within the county.

(c) Prohibitions and restrictions imposed pursuant to this section shall expire upon the earliest occurrence of any of the following:

(1) The prohibition or restriction is terminated by the official that imposed the prohibition or restriction.

(2) The state of emergency is terminated.

(d) This section is intended to supplement and confirm the powers conferred by N.C.G.S. 153A-121(a), N.C.G.S. 160A-174(a), and all other general and local laws authorizing counties to

enact ordinances for the protection of the public health and safety in times of riot or other grave civil disturbance or emergency.

(e) Any person who violates any provision of an ordinance or a declaration enacted or declared pursuant to this section shall be guilty of a Class 2 misdemeanor in accordance with N.C.G.S. 14-288.20A.

**Sec. 6.5.19 Superseding and amendatory proclamations**

The chairperson may invoke the restrictions authorized by this article in separate proclamations and may amend any proclamation by means of a superseding proclamation in accordance with the procedures set forth in section 6.5.13 and 6.5.14 pertaining to the prohibitions and restrictions authorized.

**Sec. 6.5.20 Termination of proclamation**

A state of emergency declared under this article shall expire when terminated by the authority who issued it following the same procedures set forth in section 6.5.14.

**Sec. 6.5.21 Absence or disability of chairperson**

In the absence or disability of the chairperson, the vice-chairperson of the board of commissioners or such other commissioner as may be designated by the board of commissioners shall have and exercise all of the powers given the chairperson in this article.

**ARTICLE IV. HAZARDOUS MATERIALS**

**Sec. 6.5.22 Authority**

The public safety director may designate a hazardous materials coordinator(s) to coordinate operations of the county hazardous materials team.

**Sec. 6.5.23 Intent and purpose**

The intent and purpose of this article is to establish the duties of the county emergency management agency as it relates to hazardous materials emergencies. Such incidents include but are not limited to, spills, accidents, illegal dumping and other releases or threatened releases of hazardous materials requiring control. The emergency management agency shall have the authority to summarily remove, abate, or remedy hazardous material emergencies within the jurisdiction of the county that are, or potentially are, a threat to public safety.

**Sec. 6.5.24 Right of entry**

When responding to a release or threatened release of hazardous materials the county emergency management agency, along with any agencies it calls in to provide assistance, may enter onto any private or public property or any adjacent or surrounding property where the release or threatened release occurred.

**Sec. 6.5.25 Liability, cost, clean-up and disposal**

Liability for a hazardous material incident lies with the responsible party who shall be responsible for all reasonable costs and fees incurred in responding to and mitigating the incident, including clean-up and disposal in a manner approved by the jurisdictional authority,

i.e. county, municipality, North Carolina Department of Environment and Natural Resources, United States Environmental Protection Agency.

## **ARTICLE V. EMERGENCY TELEPHONE SERVICE (911)**

### **Section 6.5.26 Purpose**

The purpose of this article is to establish a public safety telephone service in Moore County and to provide the financial resources needed to purchase, install, operate, and maintain it. This program is hereby undertaken in order to reduce the response time of important public safety agencies, thereby providing improved emergency medical services, law enforcement and fire protection services. It is the intent of Moore County government to cooperate fully with the municipalities of Aberdeen, Cameron, Carthage, Foxfire, Pinebluff, Pinehurst, Robbins, Southern Pines, Taylortown, Vass and Whispering Pines, North Carolina.

The Moore County Board of Commissioners will adopt Article 3, G.S. Chapter 62A-40, Emergency Telephone Service as the Code of Ordinance for the Moore County Public Safety Telephone Service (911).

## **ARTICLE VI. FIRE PREVENTION CODE**

### **Section 6.5.27 Adopted**

For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the Moore County Board of Commissioners adopted a certain code known as the North Carolina Fire Code, as approved by the North Carolina Building Code Council and shall include subsequent amendments that are adopted pursuant to state law. An official copy of the code shall be filed in the office of the fire marshal. The code is adopted and incorporated as if fully set forth at length in this ordinance, and the provisions thereof shall be controlling in all areas of the county not governed by a city or town, and as otherwise provided for through agreements with participating municipalities within the county.

### **Section 6.5.28 Enforcement of fire prevention code**

The Moore County fire prevention code shall be enforced by the Moore County Fire Marshal's Office, which is established and which shall be operated under the supervision of the Moore County Fire Marshal.

### **Duties**

The fire marshal's duties include but are not limited to the following:

- (1) Keeping the Moore County Board of Commissioners informed of the purpose and development of rural fire departments
- (2) Acting as liaison between fire departments and the Moore County Board of Commissioners
- (3) Aiding in the organization and development of new fire departments, including providing assistance with records retention

- (4) Acting as advisor to the Moore County Board of Commissioners concerning the requirements of the state department of insurance.
- (5) Providing assistance with training programs for fire departments, upon request
- (6) Advising fire departments of the availability of surplus equipment of a special nature
- (7) Making periodic inspections of all fire departments within the county to see that they conform to the minimum standards of the North Carolina Department of Insurance.
- (8) Making fire inspections in schools as required by N.C.G.S. 115C-525(b) and day care facilities as required by N.C.G.S. 110-91(5)
- (9) Making inspections of public occupancies relative to fire protection and fire prevention codes that may be enforced
- (10) Investigating, along with other fire and law enforcement officials, fires of an unknown nature to determine their origin and cause
- (11) Assisting fire departments in developing and delivering fire prevention and fire education programs throughout the county
- (12) Coordinating all fire departments in a mutual aid program within the county
- (13) Administering the North Carolina Fire Code as adopted by the county and any other safety ordinances that may apply. It shall be the duty of the fire marshal's office to inspect or to cause to be inspected, as often as deemed necessary or appropriate, all buildings, structures, and premises within its jurisdiction for the purpose of ascertaining and causing to be corrected any condition which may cause fire or explosion, endanger life from fire or explosion, or be in violation of the provisions of the code, and
- (14) Determining the most appropriate fire department to be the primary responder when a property line lies within more than one fire district

#### **Section 6.5.29 Annual report**

A report of the fire marshal's office shall be made annually and submitted to the director of public safety, who in turn shall submit the report to the county manager. The report shall contain all proceedings under the fire prevention code, with such statistics as are necessary to provide relevant information. The fire marshal shall also recommend any amendments to the fire prevention code which, in his/her judgment, shall be desirable.

#### **Section 6.5.30 Appeals**

Whenever the fire marshal and/or his/her authorized representative shall disapprove an application or refuse to grant a permit or when his/her claim that the provisions of the fire prevention code do not apply or that the true intent and meaning of the fire prevention code has been misconstrued or wrongly interpreted, the applicant is permitted to appeal the decision of the fire marshal in writing and/or his/her authorized representative to the Moore County Fire Marshal, P.O. Box 905, Carthage, NC 28327 or the North Carolina Commissioner of Insurance, North Carolina Department of Insurance, Raleigh, NC 27611 within ten (10) days from the date of the decision appealed.

#### **Section 6.5.31 Permits**

(a) This code shall require permits from the fire marshal as set forth in the North Carolina Fire Code.

(b) It shall be the duty of the fire marshal and/or his/her authorized representative to evaluate applications and, if approved, issue all permits for those conditions as prescribed in the North Carolina Fire Code.

(c) No person shall maintain, store, handle materials, and conduct processes which produce conditions hazardous to life or property, or install equipment used in conjunction with such activities, without a permit as required by the fire marshal and prescribed in the North Carolina Fire Code as adopted by the state. Before a permit may be issued, the fire marshal and/or his/her authorized representative, shall inspect and approve the receptacles, vehicles, buildings, structures, storage areas, devices, processes and conditions related to the permit.

### **Section 6.5.32 Special Fees**

The fee for fire inspections and permits shall be set forth by the Moore County Board of Commissioners in the county's annual budget ordinance.

### **Violations**

(a) Any person shall be subject to all penalties allowed by law if the person:

- (1) Violates or fails to comply with the provisions of the fire prevention code;
- (2) Violates or fails to comply with any order made under the fire prevention code;
- (3) Builds in violation of any detailed statement of specifications or plans submitted and approved under the fire prevention code or any certificate or permit issued hereunder; or
- (4) Fails to comply with such an order as affirmed or modified by the fire marshal and/or his/her authorized representative, or by a court of competent jurisdiction, within the time affixed.

(b) In addition to any civil penalties that may apply, violators are subject to criminal penalties pursuant to N.C.G.S. 153A-123 and any other criminal laws that may be applicable.

### **Section 6.5.33 Service of orders or notices**

(a) The service of orders or notices for the correction of violations of this chapter shall be made upon the owner, occupant, or other person responsible for the conditions, either by personally delivering a copy of same to such person or by delivering the same to, and leaving it with, any person in charge of the premises, or by sending a copy of the order or notice by certified mail with return receipt requested to the owner's last known address.

### **Section 6.5.34 Penalties**

(a) The minimum penalty for a violation of this article shall be a civil penalty of \$50.00 and the maximum civil penalty shall be \$500.00. Each violation, as well as each day a violation exists, shall constitute a separate and distinct offense.

(b) If a person has not been cited within the previous 12 months and the violations are corrected within 72 hours, the fine shall be waived, with the exception of type 3 violations. The citation and penalties shall be in writing, signed by the fire marshal or his/her authorized representative, and shall be delivered in person or by certified mail with return receipt requested to the offender

at the place where the violation occurred. The failure of the offender to make payment of all civil penalties within 15 days from the date of the citation will result in further legal action and fines.

(c) The types of violations and the related civil penalties are as follows:

(1) *Type 1 violations (\$50.00)*. These violations generally increase the likelihood of a fire or injury. They include, but are not limited to, failure to:

- a. Obtain proper permits for required uses as listed under the permit fees
- b. Maintain properly operating exit or emergency lights
- c. Maintain a clear, unobstructed access to fire protection equipment
- d. Properly cover or close electrical junction boxes
- e. Restrict use of electrical extension cords improperly used

(2) *Type 2 violations (\$100.00)*. These violations represent a general threat to property. They include, but are not limited to, failure to:

- a. Safely maintain proper storage of combustibles outside of a business
- b. Maintain a clear, unobstructed access to electric panels
- c. Properly maintain automatic closing fire and smoke doors
- d. Properly maintain and inspect portable fire extinguishers
- e. Properly maintain unobstructed accesses to hydrants, risers and fire department connections

(3) *Type 3 violations (\$250.00)*. These violations directly affect the safety of persons within an occupancy or the probability of heavy property loss if a fire occurs. Therefore fines shall be issued upon discovering violations of this type that are not immediately rectified. They include, but are not limited to, failure to:

- a. Maintain a clear, unobstructed access to and from exit doors, both inside and outside
- b. Install, test or properly maintain smoke and fire alarm systems
- c. Install or properly maintain or test automatic sprinkler systems and extinguishing systems
- d. Properly store or use flammable, combustible, or hazardous materials
- e. Limit the number of persons in a place of assembly to the maximum posted number allowed
- f. Failure to evacuate upon activation of a manual or automatic fire alarm system

(4) *Type 4 violations (\$500.00)*. These violations occur when, despite prior notice, corrections have not been made and/or previous fines have not been paid.

(d) The application of the penalties in Subsection (c) of this section shall not be held to prevent the enforcement of, or removal of, the prohibited conditions.

### **Section 6.5.35 Removal of obstructions; prohibited parking**

The fire marshal and/or his/her authorized representative may issue a citation which subjects the offender to a civil penalty of \$50.00 for obstructing any fire hydrant, designated fire protection equipment, designated fire lanes, and/or fire station. Any obstruction may be removed or towed away by, or under the direction of, the fire marshal and/or his/her authorized representative to a storage area or garage. The owner of any such vehicle shall be deemed to have appointed the fire marshal and/or his/her authorized representative as his/her agent for the purpose of arranging for the transportation and storage of the vehicle. The owner of any such vehicle, before obtaining possession thereof, shall pay all reasonable costs incidental to the removal and storage of the vehicle due for the violation of prohibited parking.

**Section 6.5.36 Severability clause**

Should any section or provision of the fire prevention and protection ordinance be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or a part thereof other than the part so declared to be unconstitutional or invalid.

**ARTICLE VII. AMBULANCE, EMERGENCY MEDICAL SERVICES, FIRST RESPONDER, RESCUE SERVICES AND GRANTING OF FRANCHISE AND CONTRACT TO THE OPERATIONS IN MOORE COUNTY**

**Section 6.5.37. Definitions**

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

*Ambulance* means any privately or publicly owned motor vehicle, aircraft, or vessel that is specially designed, constructed, or modified and equipped and is intended to be used for, and is maintained or operated for, the transportation on the streets or highways, waterways or airways of this state for persons who are sick, injured, wounded or otherwise incapacitated or helpless.

*Ambulance provider* means an individual, firm, corporation or association which engages or professes to engage in the business or service of transporting patients in an ambulance.

*Approved* means approved by the North Carolina Medical Care Commission pursuant to its rules and regulations promulgated under N.C.G.S. 143B-165.

*Committee* means the county emergency services advisory committee.

*County* shall mean Moore County and its board of commissioners or their designated representative(s).

*Emergency medical dispatcher or telecommunicator* shall mean an emergency telecommunicator who has completed educational requirements and been credentialed by the North Carolina Department of Health and Human Services as an emergency medical dispatcher and who is available to receive requests for emergency services, to dispatch emergency services, and to advise local law enforcement agencies, fire departments, rescue squads, first or medical

responder units and emergency medical services and facilities of any existing or threatened emergency.

*Emergency medical services* means services rendered by emergency medical services personnel in responding to improve the health and wellness of the community and to address the individual's need for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with N.C.G.S. 143-514, and the Moore County Medical Director in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

*Emergency medical services instructor* means an individual who has completed educational requirements approved by the Department of Health and Human Services and has been credentialed by that department as an emergency medical services instructor.

*Emergency medical services peer review committee (quality assurance committee)* means a panel composed of EMS program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system. The committee may include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the public safety director in consultation with the county medical director.

*Emergency medical technician (EMT)* means an individual who has completed a training program in emergency medical care that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the North Carolina Medical Care Commission, has been certified as an EMT by the State of North Carolina Office of Emergency Medical Services, and approved by the county medical director to perform services as an EMT in the Moore County EMS system.

*Emergency medical technician—Intermediate* means an individual who has completed a training program in emergency medical care at the intermediate level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the North Carolina Medical Care Commission, has been certified as an EMT - Intermediate by the State of North Carolina Office of Emergency Medical Services, and approved by the county medical director to perform services at the EMT-Intermediate level in the Moore County EMS system.

*Emergency medical technician—Paramedic* means an individual who has completed a training program in emergency medical care at the paramedic level that has been approved for legal recognition by the North Carolina Department of Health and Human Services, in accordance with rules promulgated by the North Carolina Medical Care Commission, has been certified as an EMT-Paramedic by the State of North Carolina Office of Emergency Medical Services, and approved by the county medical director to perform services as an EMT-Paramedic in the Moore County EMS system.

*Public safety director* shall mean the person designated by the Moore County Board of Commissioners to manage the overall public safety division in Moore County.

*First responder* shall mean an organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

*Franchise* shall mean a permit issued by the county to a person or entity for the operation of an ambulance service, rescue squad or first responder unit.

*Franchisee* means any person or entity having been issued a franchise by the county for the operation of an ambulance service.

*License* means any valid driver's license or permit to operate a motor vehicle issued under or granted by the laws of the state.

*Medical director* shall mean the physician appointed, either directly or by written delegation, by the county and have the responsibilities as provided by 10A North Carolina Administrative Code 13P .0403 and 10A North Carolina Administrative Code 13P .0404. The county may, in addition, appoint an assistant medical director. The medical director and the assistant medical director shall meet the criteria defined in the *North Carolina College of Emergency Physicians: Standards of Medical Oversight and Data Collection*, which is incorporated by reference in accordance with N.C.G.S. 150B-21.6, including subsequent amendments and editions.

*Medical responder* means an individual who has completed a training program in emergency medical care and first aid approved by the North Carolina Department of Health and Human Services, Office of Emergency Medical Services.

*Nonemergency transportation services* means the operation of an ambulance for any purpose other than transporting emergency patients.

*Operation protocols* shall mean the administrative policies and procedures of EMS that provides guidance for the day-to-day operations of the system.

*Operator* means a person in actual physical control of an ambulance which is in motion or which has the engine running.

*Owner* means any person or entity who owns an ambulance.

*Patient* means an individual who is sick, injured, wounded, or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

*Practical examination* means a test where an applicant for credentialing as an emergency medical technician, or medical responder, emergency medical technician - intermediate, or

emergency medical technician - paramedic demonstrates the ability to perform specified emergency medical care skills.

*Person* means any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including any governmental agency of the United States.

*Rescue* means a situation where the victim cannot escape an area through the normal exit or under his/her own ability.

*Secondary ambulance provider* means the system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

*Service* shall mean the same as owner.

*Treatment protocols* shall mean a document approved by the medical director and the North Carolina Office of Emergency Medical Services specifying the diagnostic procedures, treatment procedures, medication administration, and patient-care-related policies that shall be completed by emergency service personnel based upon the assessment of the patient.

*Victim* shall mean any patient or potential patient that is entrapped, entangled, pinned, fallen, suspended, or otherwise in need of rescue services.

#### **Section 6.5.38 Standards for personnel**

(a) Ambulance drivers and attendants shall comply with the standards for ambulance drivers and attendants as developed by the North Carolina Medical Care Commission as requirements for certification of emergency medical technicians pursuant to N.C.G.S. Article 7, Chapter 131E-158, and N.C.G.S. Article 56, Chapter 143, and rules and regulations promulgated by the North Carolina Medical Care Commission and North Carolina Medical Board which are incorporated herein by reference.

(b) All personnel of emergency medical service providers shall be approved by the Moore County Emergency Medical Services Medical Director prior to providing medical care in Moore County. Each submission for approval shall be accompanied by the submission of a driver's license, criminal records history and letter outlining the applicant's credentials and training. The Moore County Department of Public Safety may designate a form to be used by applicants.

(c) All emergency service personnel shall adhere to the standards set by state law, regulations and the Moore County Medical Services, Emergency Medical Practice Protocols and any amendments thereto. A practical examination may be given on the Moore County Practice Protocols before permission is granted by the medical director to practice in Moore County.

(d) Emergency medical practice standards of care shall be reviewed by the emergency service peer review committee.

**Section 6.5.39 Standards for vehicles and equipment**

Vehicle and equipment standards shall be as developed by the North Carolina Medical Care Commission pursuant to N.C.G.S. Article 7, Chapter 131E-157, and N.C.G.S. Article 56, Chapter 143, and shall be applied and the same are incorporated herein by reference.

**Section 6.5.40 Communications**

(a) Each ambulance vehicle shall be equipped with an operational two-way radio as provided by 10A North Carolina Administrative Code 13P .0207 through 10A North Carolina Administrative Code 13P .0213. This section shall not apply to privately owned vehicles of the members.

(b) Each provider shall maintain current authorizations or Federal Communication Commission licenses for all frequencies and radio transmitters operated by that provider. Copies of all authorizations and licenses shall be provided to the Public Safety Department and on display and available for inspection per Federal Communication Commission's Rules and Regulations.

(c) Each base of operations must have at least one open telephone line. Telephone numbers must be registered with each law enforcement agency and the Public Safety Communications Center in Moore County.

(d) Each franchise shall be dispatched from the Public Safety Communication Center or an acceptable and approved alternative as long as they are in compliance with the terms of this Ordinance and their franchise agreement as determined by the Public Safety Director.

**Section 6.5.41 Insurance requirements**

No ambulance franchise shall be issued under this article, nor shall such franchise be valid after issuance, nor shall any ambulance be operated in the county unless the franchisee has at all times in force and in effect insurance coverage issued by an insurance company licensed to do business in the state, for each and every ambulance owned and/or operated by or for the ambulance service providing for the payment of damages:

- (1) In the sum of \$1,000,000.00 for injury to or death of individuals in accidents resulting from any cause for which the owner of said vehicle would be liable on account of liability imposed on him by law, regardless of whether the ambulance was being driven by the owner/operator of his agency; and, provided that greater insurance sums may be required by the state or the county
- (2) In the sum of \$500,000.00 for the loss of or damage to the property of another, including personal property, under the circumstances, or such greater sums as may be required by the state or the county
- (3) In the sum of \$100,000.00 for uninsured motorist
- (4) In the sum of not less than \$1,000,000.00 for professional liability

**Section 6.5.42 Records**

(a) Each franchise shall maintain the following records:

- (1) Records of dispatch shall show the time the call was received, time dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base

- (2) Trip record shall state all information required in Section (a) in addition to information on a form approved by the county. The trip record shall be so designed as to provide the patient with a copy thereof containing all required information
- (3) Personnel checklist and inspection report shall list contents and description of operation for each vehicle, signed by the individual verifying vehicle operations and equipment
- (4) Any other records required by state law, rules or regulations or deemed by the department of public safety as relevant to the effective and efficient operations of the emergency management system
- (5) All of the records identified in (1) through (4) above shall be maintained for a minimum three-year period unless a longer retention period is otherwise required
- (6) Confidentiality of patient records. Each franchise shall maintain confidentiality of patient records as provided by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, N.C.G.S. 143-518 and all other state and federal law
- (7) Each franchise shall submit a monthly report to the public safety director, or his/her designee, providing the number of calls and runs during the month. The report shall contain the number of emergency calls, the number of convalescent calls, the total number of calls and the total number of patients transported. This information shall be submitted in an approved electronic format.

#### **Section 6.5.43 Rates and charges**

- (a) Each franchisee who charges for services shall submit a schedule of rates to the county for approval and shall not charge more or less than the approved rates without specific approval by the board of commissioners.
- (b) An ambulance service which charges for services shall not attempt to collect on emergency calls until the patient has reached the point of destination, has received medical attention, and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect charges from family or guardian of the patient once the patient is in the process of receiving medical attention.
- (c) On convalescent calls or calls where a person requires transportation to a non-emergency facility, attempts to collect payment may be made before the ambulance begins its trip.

#### **Section 6.5.44 Enforcement**

- (a) The office of the county manager shall be the enforcing agency for the regulations contained in this article. Such office will:
  - (1) Receive all franchise proposals from potential providers
  - (2) Study each proposal for conformance to this article
  - (3) Recommend to the board of commissioners the award of the franchises to the applicants submitting the most appropriate proposals
  - (4) Recommend to the board of commissioners the temporary or permanent suspension of a franchise in the event of noncompliance with the franchise terms of this article; recommend the imposition of misdemeanor or civil penalties for noncompliance

- (5) Ensure by cooperative agreement with other ambulance services the continued service in a district where an ambulance service franchise has been suspended
- (6) Develop monthly reports from ambulance service records and consolidate the same into a quarterly summary for review by a county emergency services advisory committee
- (7) Receive complaints from the public, other enforcing agencies, and ambulance services regarding franchise infractions; review the complaints with the captain of the rescue squad or director of the ambulance service; follow-up to ensure that the appropriate action has been taken. If the infraction still persists, obtain corrective action
- (8) Recommend to the county improvements which will ensure better medical transportation
- (9) Maintain all records required by this article and other applicable county regulations
- (10) Perform the above functions as may be requested by any municipality within the county
- (11) Serve as staff to the county emergency services advisory committee on all matters that pertain to the committee

(b) The North Carolina Office of Emergency Medical Services will inspect the premises, vehicles, equipment, and personnel of franchises to ensure compliance with state regulations.

**Section 6.5.45 Emergency services peer review committee (quality assurance/improvement)**

(a) In accordance with N.C.G.S. 131E-155(6b), the public safety director shall provide an emergency medical service peer review committee composed of emergency medical service program representatives responsible for analyzing patient care data and outcome measures to evaluate the ongoing quality of patient care, system performance, and medical direction within the EMS system.

(b) The committee shall include physicians, nurses, EMS personnel, medical facility personnel and county government staff as determined by the public safety director in consultation with the county medical director.

(c) Review of medical records by the emergency service peer review committee is confidential and protected under N.C.G.S. 143-518. An emergency service peer review committee, its members, proceedings, records and materials produced, and materials considered shall be afforded the same protection afforded the medical review committees, their members, proceedings, records, and materials under N.C.G.S. 131E-95.

**Section 6.5.46 Franchise required**(a) No person either as owner, agent, or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of patients within the county unless the person holds a valid permit for each ambulance used in such business or service issued by the North Carolina Department of Health and Human Services, Division of Human Resources, and the North Carolina Office of Emergency Medical Services, and has been granted a franchise for the operation of such business or service by the county.

(b) Every ambulance, except those specifically excluded from the operation of this section, when operated on an emergency mission in this state shall be occupied by at least one certified emergency medical technician who shall be responsible for the medical aspects of the mission prior to arrival at the hospital and assuming no other person of higher certification or license is available for the operation of the vehicle and rendering assistance to the emergency medical technician during the emergency mission.

(c) No franchise shall be required for:

- (1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe, mutual aid or emergency with which the service franchised by the county, are insufficient or unable to cope
- (2) Any entity operated from a location or headquarters outside of the county in order to transport patients who are picked up beyond the limits of the county, to facilities located within the county, or to pick up patients within the county for transporting to locations outside the county
- (3) Ambulance owned and operated by an agency of the United States government
- (4) Vehicles owned and operated by rescue squads chartered by the state as nonprofit corporations or associations or by rescue squads authorized by N.C.G.S.160A-487 which are not regularly used to transport sick, injured, wounded, or otherwise incapacitated or helpless persons except as a part of rescue operations are excluded

(d) If a person is providing ambulance services in the county or any portion thereof, on the effective date of the adoption of the ordinance of [REDACTED], 2015 the person is also entitled to a franchise to continue to service that part of the county in which the service is being provided. The board of commissioners shall determine whether the person so entitled for consideration for a franchise is in compliance with N.C.G.S. Article 7, Chapter 131E, and if that is the case, the board shall grant the franchise, if the firm has provided evidence of insurance.

### **Section 6.5.47 Application**

The county will receive application for ambulance services only when the need for services has been identified and procurement is made in accordance with Moore County's Purchasing Policy and Procedures which is governed by North Carolina General Statutes.

Application for a franchise to operate an ambulance in the county shall be made by the ambulance provider upon such forms as may be prepared or prescribed by the county and shall contain:

- (1) The name and address of the ambulance provider and of the owner of ambulances
- (2) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such names or articles of incorporation stating such names
- (3) A résumé of the training and experience of the applicant in the transportation and care of patients
- (4) A full description of the type and level of service to be provided including the location of the place or places from which it intends to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched; an audited financial statement of the applicant as the same pertains to the operations in the

county with said financial statement to be provided in such form and detail as the county may require

(5) A description of the applicant's capability to provide twenty-four hour coverage, seven days a week, for the districts covered by the franchise applied for, and an accurate estimate of the minimum and maximum times for a response to calls within such districts

(6) Any such information the county shall deem reasonably necessary for a fair determination of the capability of the applicant to provide ambulance services in the county in accordance with requirements of state laws and the provision of this article

#### **Section 6.5.48 Granting of franchise**

(a) Prior to accepting applications for the operation of an ambulance service, the board of commissioners may designate specific service areas as franchise districts. Such districts will be established using criteria that include geographic size, road access, location of existing medical transportation services, population, and response time. The county shall have the authority to redistrict or rearrange existing districts at any time at its discretion.

(b) An applicant may apply for a franchise to operate either emergency transportation service or nonemergency transportation service or both. If both types of service are to be provided, separate applications must be filed.

(c) Upon receipt of an application for a franchise, the county shall schedule a time and place for hearing the applicant prior to an investigation. Within 30 days after such hearing, the county shall cause such investigation to be made of the applicant and his/her proposed operations, as the county may deem necessary.

(d) A franchise may be granted if the county finds that:

(1) The applicant meets state standards and standards outlined in this division;

(2) A need exists for the proposed service in order to improve the level of ambulance services available to residents of the county and that this is a reasonable and cost effective manner of meeting the need. Where a franchise is to be issued to an existing service, the county must find that there will be a need to maintain the existing level of service.

(e) Each franchised ambulance service, its equipment, the premises designated in the application, and all records relating to its maintenance and operation shall be open to inspection by the state.

#### **Section 6.5.49 Term**

(a) The county may issue a franchise under this division to an ambulance provider. Either party, at its option, may terminate the franchise upon 120 days' prior written notice to the other party. After a notice of service termination is given, the ambulance provider may reapply for a franchise if continued service is desired.

b) Upon suspension, revocation, or termination of a franchise granted hereby, such franchised ambulance service immediately shall cease operations. Upon suspension, revocation, or termination of a driver's license or attendant's certificate or emergency medical technician certificate, such persons shall cease to drive an ambulance or provide medical care in

conjunction with an ambulance service, or attend an ambulance or provide medical care in conjunction with the ambulance service.

(c) Each franchised ambulance service shall comply at all times with all standards and regulations and the requirements of this article, the franchise granted hereby, and all applicable state and local laws relating to health, sanitation, safety, equipment, and ambulance design and all other laws and ordinances.

(d) Prior approval of the county shall be required where ownership or control of more than ten percent of the right of control of franchisee is acquired by a person or group of persons acting in concert, none of whom own or control ten percent or more of such right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees that any such acquisition occurring without prior approval of the county shall constitute a violation of the franchise by the franchisee and shall be cause for termination at the option of the county.

(e) Upon any changes of ownership of a franchised ambulance service without prior approval of the county, the county has the option to terminate the franchise. No franchise may be sold, assigned, mortgaged, or otherwise transferred without the prior approval of the county. The county shall have the option to terminate the franchise, in either case, requiring a new application to be submitted, and a finding of conformance with all requirements of this article as upon original franchising.

This the      day of                      , 2015.

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

---

Laura M. Williams  
Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Dawn Spivey, Risk & Benefits Manager *DS*  
**DATE:** October 16, 2015  
**SUBJECT:** Public Official Bonds  
**PRESENTER:** Denise Brook

**REQUEST:**

The Moore County Board of Commissioners perform the annual examination of public official bonds pursuant to N.C.G.S. 58-72-20, specifically, Chief Financial Officer, Register of Deeds, Sheriff, Tax Administrator and Deputy Tax Administrator.

**BACKGROUND:**

The Board of Commissioners is required by G.S. 58-72-20 to examine annually the official bonds for public officers within Moore County as referenced above.

**IMPLEMENTATION PLAN:**

Execute the Resolution

**FINANCIAL IMPACT STATEMENT:**

Bond premiums for the Chief Finance Officer, Register of Deeds, Tax Administrator and Deputy Tax Administrator has been paid through 7/1/2016 at an annual cost of \$2,800. Additionally, the bond premium for the Sheriff's bond is \$305 and has been paid through the expiration date of 12/1/2018. Bond premiums are paid from the County's risk management fund.

**RECOMMENDATION SUMMARY:**

Make a motion to examine the bonds authorizing the Official Bonds for Chief Financial Officer in the amount of \$250,000, Register of Deeds in the amount of \$50,000, Sheriff in the amount of \$25,000, Tax Administrator and Deputy Tax Administrator, in the amount of \$250,000 each, as recommended by The Ohio Casualty Insurance Company, and approve the attached Resolution, and authorize the Chairman to execute the same.

**SUPPORTING ATTACHMENTS:**

Resolution

N.C.G.S: 58-72-20; 58-72-10; 159-29(a); 161-4(a); 162-8; 105-349(c)

Bonds

Ohio Casualty Insurance Company

Public Employees Schedule Bond Declarations

**RESOLUTION REGARDING THE EXAMINATION OF OFFICIAL BOND FOR  
PUBLIC OFFICIALS OF MOORE COUNTY, NORTH CAROLINA**

**WHEREAS**, N.C.G.S. 58-72-20 requires careful examination of the bonds of the officers named in N.C.G.S. 58-72-10, and herein, at their first meeting in December of every year, to insure sufficient surety for the term of the office to which such officer is chosen:

1. **Chief Finance Officer:** Pursuant to N.C.G.S. 159-29(a) the finance officer shall give a true accounting and faithful performance bond with sufficient sureties in an amount to be fixed by the governing board, not less than fifty thousand dollars (\$50,000). The premium on the bond shall be paid by the local government. (*Insurance recommendation: two hundred fifty thousand dollars (\$250,000)*)
2. **Register of Deeds:** N.C.G.S. 161-4(a) requires bond of not less than ten thousand dollars (\$10,000) nor more than fifty thousand dollars (\$50,000) to be approved by the Board of Commissioners, payable to the State and conditioned for the safekeeping of the books and records, and for the faithful discharge of the duties of the office. (*Insurance recommendation fifty thousand dollars (\$50,000)*)
3. **Sheriff** – N.C.G.S. 162-8 states the amount of the bond shall be determined by the Board of Commissioners, but shall not exceed twenty-five thousand dollars (\$25,000). (*Insurance recommendation twenty-five thousand dollars (\$25,000)*)
4. **Tax Administrator and Deputy Tax Administrator:** Pursuant to N.C.G.S. 105-349(c) no tax collector shall be allowed to begin duties until he/she shall have furnished bond conditioned upon the collector's honesty and faithful performance in such an amount as the governing body may prescribe. A tax collector shall not be permitted to collect any taxes not covered by his/her bond. (*Insurance recommendation two hundred fifty thousand dollars (\$250,000) for each officer*)

**WHEREAS**, the Moore County Finance Office has secured from The Ohio Casualty Insurance Company, the attached official bonds for the above referenced public officials in the amounts recommended for the Moore County Board of Commissioners' consideration and approval.

**NOW THEREFORE BE IT RESOLVED** by the Moore County Board of Commissioners that Official Bonds for the public officials referenced above in the recommended amounts from The Ohio Casualty Insurance Company have been examined and approved, and authorizes its Chairman to execute the Resolution.

Adopted this 8th day of December, 2015.

\_\_\_\_\_  
Chairman  
Moore County Board of Commissioners

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

**§ 58-72-20. Annual examination of bonds; security strengthened.**

The bonds of the officers named in G.S. 58-72-10 shall be carefully examined on the first Monday in December of every year, and if it appears that the security has been impaired, or for any cause become insufficient to cover the amount of money or property or to secure the faithful performance of the duties of the office, then the bond shall be renewed or strengthened, the insufficient security increased within the limits prescribed by law, and the impaired security shall be made good; but no renewal, or strengthening, or additional security shall increase the penalty of said bond beyond the limits prescribed for the term of office. (1869-70, c. 169; 1876-7, c. 275, s. 5; Code, s. 1874; 1895, c. 207, s. 4; 1899, c. 54, s. 54; Rev. s. 308; C.S., s. 327.)

**Cross References.** — As to amount of bond of coroners, see G.S. 152-3. As to amount of bond of local finance officer, see G.S. 159-29. As to amount of bond of registers of deeds, see G.S. 161-4. As to amount of bond of sheriffs, see G.S. 162-8.

**§ 58-72-25. Effect of failure to renew bond.**

Upon the failure of any such officer to make such renewal of his bond, it is the duty of the board of commissioners, by an order to be entered of record, to declare his office vacant, and to proceed forthwith to appoint a successor, if the power of filling the vacancy in the particular case is vested in the board of commissioners; but if otherwise, the said board shall immediately inform the proper person having the power of appointment of the fact of such vacancy. (1869-70, c. 169, s. 2; Code, s. 1875; Rev. s. 309; C.S., s. 328.)

**§ 58-72-30. Justification of sureties.**

Every surety on an official bond required by law to be taken or renewed and approved by the board of commissioners shall take and subscribe an oath before the chairman of the board or some person authorized by law to administer an oath, that he is worth a certain sum (which shall be not less than one thousand dollars (\$1,000)) over and above all his debts and liabilities and his homestead and personal property exemptions, and the sum thus sworn to shall in no case be less in the aggregate than the penalty of the bond. But nothing herein shall be construed to abridge the power of the said board of commissioners to require the personal presence of any such surety before the board when the bond is offered, or at such subsequent time as the board may fix, for examination as to his financial condition or other qualifications as surety. (1869-70, c. 169, s. 3; 1879, c. 207; Code, s. 1876; 1889, c. 7; 1891, c. 385; 1901, c. 32; Rev. s. 310; C.S., s. 329.)

cited, will, under the operation of this section, be sustained as an official bond. *Shuster v. Perkins*, 46 N.C. 325 (1854).

**No Penalty Named in Guardian's Bond.** — Where defendants signed a bond intending to make it the guardian bond of their principal, but there was no penalty named in the bond the same being filled in subsequent to the signature, it was held that this section does not apply, as it is confined to bonds wherein the amount of penalty varies from that fixed by law, being either more or less than the amount. *Rollins v. Ebbs*, 137 N.C. 355, 49 S.E. 341 (1904); *Rollins v. Ebbs*, 138 N.C. 140, 50 S.E. 577 (1905).

**Who May Sue.** — The chairman of a board of fence commissioners, although not named in the tax collector's bond, may bring suit on the same under this section, when the latter fails to pay the money collected for the erection of fences. *Speight v. Staton*, 104 N.C. 44, 10 S.E. 86 (1889).

Where a register of deeds issued a license for the marriage of a girl under 18 without the consent of her father, the father is the person injured within the meaning of this section. *Joyner v. Roberts*, 112 N.C. 111, 16 S.E. 917 (1893).

Cited in *Barnes v. Lewis*, 73 N.C. 138 (1875).

### § 58-72-5. Penalty for officer acting without bond.

Every person or officer of whom an official bond is required, who presumes to discharge any duty of his office before executing such bond in the manner prescribed by law, is liable to a forfeiture of five hundred dollars (\$500.00) to the use of the State for each attempt so to exercise his office. The clear proceeds of forfeitures provided for in this section shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. (R.C., c. 78, s. 8; Code, s. 1882; Rev., s. 278; C.S., s. 325; 1998-215, s. 91.)

**Effect of Amendments.** — The 1998 amendment, effective October 31, 1998, added the last sentence.

#### CASE NOTES

Quoted in *Langley v. Taylor*, 245 N.C. 59, 95 S.E.2d 115 (1956).

Stated in *Moffitt v. Davis*, 205 N.C. 565, 172 S.E. 317 (1934).

### § 58-72-10. Condition and terms of official bonds.

Every treasurer, sheriff, coroner, register of deeds, surveyor, and every other officer of the several counties who is required by law to give a bond for the faithful performance of the duties of his office, shall give a bond for the term of the office to which such officer is chosen. (1869-70, c. 169; 1876-7, c. 275, s. 5; Code, s. 1874; 1895, c. 207, s. 4; 1899, c. 54, s. 54; Rev., s. 308; C.S., s. 326; 1985, c. 438.)

#### CASE NOTES

Quoted in *State ex rel. Cain v. Corbett*, 235 N.C. 33, 69 S.E.2d 20 (1952).

Stated in *Moffitt v. Davis*, 205 N.C. 565, 172

S.E. 317 (1934); *Town of Scotland Neck v. Western Sur. Co.*, 301 N.C. 331, 271 S.E.2d 501 (1980).

### § 58-72-15. When county may pay premiums on bonds.

In all cases where the officers or any of them named in G.S. 58-72-10 are required to give a bond, the county commissioners of the county in which said officer or officers are elected are authorized and empowered to pay the premiums on the bonds of any and all such officer or officers. The board of commissioners of any county are further authorized and empowered to require individual or blanket bonds for any or all assistants, deputies or other persons

# CHAPTER 5

## Bonds

words &  
Approvals

### A. Public Official Bonds

#### 1. County Finance Officer

North Carolina law requires the county finance officer to give a true accounting and faithful performance bond in an amount not less than \$10,000 nor more than \$250,000, with the exact amount to be fixed by the board of commissioners. G.S. 159-29(a). Only one bond is required for the finance officer, and the county must pay the premium on it.

25/100  
7/1/02

G.S. 159-29(b) also requires that each officer, employee or agent of a county government who handles or has in his custody more than \$100 of the county's funds at any time, or who handles or has access to the county's inventories, shall, before assuming his duties, give a faithful performance bond payable to the county. The statute also provides that the board of commissioners determines the amount of the bond and may elect to have the county pay the premium on the bond. Each bond required by G.S. 159-29(b) must be deposited with the clerk to the board, after approval. When another statute requires a county officer or employee to be bonded, and additional bond is not required for that person under G.S. 159-29(b).

Instead of providing a separate bond for each county employee, the county may purchase a blanket faithful performance bond to cover most of its employees. G.S. 159-29(c). **Separate bonds must continue to be obtained for certain elected officers, the county tax collector, and the county finance officer** (see chart on next page).

## 2. Other Specific Bonds

Several statutes require specific elected or appointed county officials to give a bond for the faithful performance of the duties of the office. For such officials, the bond must be given for the term of office to which the officer is chosen. G.S. 109-3. Following is a summary of statutorily required public official bonds:

- 
- |     |  |                 |
|-----|--|-----------------|
| (1) | <b>County Finance Officer</b> --bond in amount not less than \$10,000 nor more than \$250,000.   | G.S. 159-29(a)  |
| (2) | <b>County tax collector</b> --bond must be given for satisfactory collection of taxes; amount in discretion of board of commissioners.   | G.S. 105-349(c) |
|     | <b>Deputy tax collectors</b> --bonding level also established by board of commissioners.   | G.S. 105-349(f) |
| (3) | <b>Register of deeds</b> --bond of not less than \$10,000 nor more than \$50,000, approved by the board of commissioners, and payable to the state.  | G.S. 161-4      |
| (4) | <b>Sheriff</b> --bond of not more than \$25,000, for due execution and return of process, payment of fees and monies collected, and faithful execution of office.  | G.S. 162-8      |
| (5) | <b>Coroner</b> --bond in amount of \$2,000, approved by board of commissioners, and payable to the State.  | G.S. 152-3      |
| (6) | <b>Clerk of Superior Court</b> --individual or blanket bonds for clerk and any persons employed in clerk's office, with amount of bonds determined by Administrative Officer of the Courts, bonds made payable to State, and premiums paid by State. | G.S. 7A-107     |
-

### 3. Procedure for Public Official Bonds

The approval of all official bonds taken or renewed by the board of commissioners must be recorded by the clerk to the board. G.S. 58-72-50. The Clerk is required to record in the proceedings of the board the names of the commissioners who are present at the time of approval, and who vote for such approval. Any commissioner is entitled to have his written dissent entered in the board records. Any clerk who neglects to make a record of ~~bond approvals shall forfeit his or her office and may be subject to other punishment.~~ G.S. 58-72-55.

① The custody of official bonds is determined by G.S. 58-72-50. The bond is registered in the register of deeds office in a separate book kept for the registration of official bonds, and the original bond is deposited with the clerk of superior court, except that the bond for the clerk of court is deposited with the register of deeds. The original bond must have the board of commissioners approval endorsed thereon and be certified by the chairman. ② ③

The board of commissioners may authorize the county to pay the premium on the bonds of any or all county officers and employees who are bonded. G.S. 58-72-15. As noted earlier, the county must pay the premium on the bond required of the county finance officer by G.S. 159-29(a).

The board of commissioners is required, on the first Monday in December each year, to examine carefully the bonds of the public officers listed in G.S. 58-72-10 who are required to give a faithful performance bond, and the board must strengthen the security for the bond, if necessary. G.S. 58-72-20. If a public officer fails to make renewal of his bond, the board of commissioners must by order declare the office vacant; the vacancy is to be filled by the appropriate appointing authority. G.S. 58-72-25.

Any county commissioner who approves an official bond when he knows or should have known that the bond is insufficient is liable to civil suit by any person having a cause of action on the insufficient bond. G.S. 58-72-60. In any such civil action, a copy of the relevant proceedings of the board of commissioners, certified by the clerk under his hand and the seal of the county, will be conclusive evidence of the facts contained in the record. G.S. 58-72-65. There is no civil liability against a commissioner for failure to require any bond at all, but the commissioner can be charged with a criminal misdemeanor in such a case.

Every person who is required to be covered by an official bond, who attempts to discharge any official duty before lawfully executing such bond, is liable to forfeiture of \$500 to the State for each attempt to exercise the office. G.S. 58-72-5. The criminal law of North Carolina makes it a misdemeanor for any public officer to enter on the duties of his office before

executing and delivering the required bond; and, any such officer is required to be ejected from office.

## **B. Borrowing Money: Issuance of Bonds**

When a county government borrows money, it gives or issues to the lender a bond or promissory note. The bond or note states on its face that the county owes its owner a specified amount of money to be paid at a specified time and serves as the county's obligation to repay the borrowed money. Generally, a bond indicates a more long-term debt, anywhere from a few years to 35 or 40 years, than does a note. Issuing bonds is a significant method for a county to finance major capital needs.

The Local Government Bond Act, Article 4 of Chapter 159 of the General Statutes, lists the specific purposes for which counties may issue bonds (See, specifically, G.S. 159-48). In addition, the law authorizes bond issues for any authorized capital cost even though the specific purpose may not be mentioned in the enabling statute.

All local government bonds must be approved and sold by the Local Government Commission, in the Department of the Treasurer. G.S. 159-51 requires any county that is considering a bond issue to make application to the Local Government Commission for approval of the issue. The Secretary of the Commission may call for a preliminary conference with the county officials to discuss the matter. The actual procedures for issuance of bonds are complex and detailed. Commission staff and bond counsel will assist the county to assure compliance with all legal requirements. The clerk will have to exercise certain statutory responsibilities throughout the process.

**General Obligation Bonds.** General obligation bonds are those bonds issued by a county government where the county makes an express or implied pledge of its power to levy taxes as security for repayment of the loan. In other words, the unit agrees to levy property taxes as necessary to pay the principal and interest on the debt as it comes due. General obligation bonds may be issued only after an approving vote of the people, except that no vote is required for certain purposes listed in G.S. 159-49.

**Revenue Bonds.** Revenue bonds are those bonds issued by a unit of government, including a county, to finance the acquisition, construction, reconstruction, improvement, enlargement, betterment, or extension of allowable utilities or public service enterprise facilities or systems, either owned or leased by the unit of government. Unlike general obligation bonds, revenue bonds are not secured by a pledge of the county's taxing power. Rather, principal and interest on the bonds are paid solely out of

revenues produced by the utility or public service enterprise. See Article 5 of Chapter 159. Revenue bonds are not subject to voter approval.

**Industrial Bonds.** Industrial bonds are those bonds issued by a properly established county industrial facilities and pollution control financing authority for the purpose of paying all or any part of the cost of any approved project. Chapter 159C of the General Statutes governs the use of these types of bonds. Payment of both principal and interest on these bonds is provided through agreements between the authority and the project operator and any others who are financially obligated to the approved project.



Batch  
883 II  
01/10/15  
DS

# INVOICE

Marsh USA Inc.  
Charlotte NC  
(704) 374-8000

Page	2 of 2
<b>Invoice Total</b>	<b>2,800.00 USD</b>
Invoice No.	159237833343
Invoice Date	06/10/2015
Client No.	1592300000

Billed To: **County of Moore**  
Post Office Box 905  
Carthage, NC 28327



Company Name	Policy No.	Effective Date	Expiration Date	Policy Status	Product	Rate	Amount
Ohio Casualty Insurance Co	3919164	07/01/2015	07/01/2016	Original	Commercial Bond	PREMIUM	2,800.00
<b>Invoice Comments:</b>							
RENEWAL: Public Official Position Schedule Bond							
-----							
Deputy Tax Admin \$250,000 \$875 Annual Premium							
Finance officer \$250,000 \$875 Annual Premium							
Tax Administrator \$250,000 \$875 Annual Premium							
Register of Deeds \$ 50,000 \$175 Annual Premium							
Requester: Dawn Spivey							
<b>Invoice Total (Payable in Full upon Receipt)</b>							<b>2,800.00</b>

*Dawn Spivey*  
*6/18/15*

Company earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.



Maryann Dark  
Assistant Vice President

Marsh USA Inc.  
100 N. Tryon Street, 36th Floor  
Charlotte, NC 28202  
704 374 8353  
maryann.dark@marsh.com  
[www.marsh.com](http://www.marsh.com)

June 10, 2015

Ms. Dawn Spivey  
Moore County  
PO Box 905  
Carthage, NC 28327

**Subject:** Renewal Continuous Cancelable bond

**Principal:** State of North Carolina through Moore County  
**Bond Description:** Public Official Position Schedule Bond  
**Bond Amount:** \$ 800,000.00 (Aggregate)  
**Bond Number:** 3919164  
**Surety Name:** The Ohio Casualty Insurance Company  
**Renewal Term:** July 1, 2015 - 2016

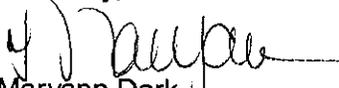
Dear Ms. Spivey:

You will be receiving our invoice for the renewal premium due for the above-referenced bond in the amount of \$2,800. Marsh will receive 30% of this amount from the surety company. Your payment of the forthcoming invoice constitutes your agreement to our compensation for this bond.

In the event this bond is no longer required, please forward a written request to cancel this bond within 10 workdays of receiving this notification. Otherwise, this premium is due and payable prior to the effective date noted on the invoice.

If you have any questions, please feel free to contact me. Thank you for allowing Marsh to service your surety needs.

Sincerely,

  
Maryann Dark  
Surety Department

**Spivey, Dawn**

**From:** Dark, Maryann <Maryann.Dark@marsh.com>  
**Sent:** Tuesday, October 28, 2014 11:56 AM  
**To:** Spivey, Dawn  
**Subject:** RE: bond application for Finance Officer  
**Importance:** High

Dawn,

Just a note to advise that I have received approval for Caroline Xiong for coverage as the INTERIM finance officer for the County. Coverage is afforded in the amount of \$250,000. If you have any questions or need anything additional, please let me know. Regards,

*Maryann*

**Maryann Dark, Assistant Vice President**  
**Marsh | Surety** 100 North Tryon Street, Suite 3600, Charlotte, NC 28202  
Phone: 704 374 8353 | Fax: 704 374 8853 | [maryann.dark@marsh.com](mailto:maryann.dark@marsh.com)  
[www.marsh.com](http://www.marsh.com)

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**From:** Spivey, Dawn [mailto:[dspivey@moorecountync.gov](mailto:dspivey@moorecountync.gov)]  
**Sent:** Friday, October 24, 2014 2:07 PM  
**To:** Dark, Maryann  
**Subject:** bond application for Finance Officer

Maryann,  
Please process the attached application and I will mail the original to you. If any questions please me know.

Thank you and have a great weekend!

*Dawn Spivey*  
*Risk & Benefits Manager*  
*County of Moore*  
*PO Box 905*  
*Carthage, NC 28327*  
*910-947-4010*  
*910-947-2792 (fax)*

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\*\*\*\*\*  
This e-mail transmission and any attachments that accompany it may contain information that is privileged, confidential or otherwise



Maryann Dark  
Assistant Vice President

4-1-13

Marsh USA Inc.  
100 North Tryon Street  
Suite 3200  
Charlotte, NC 28202  
704 374 8353  
Maryann.Dark@Marsh.com  
www.marsh.com

March 28, 2013

Ms. Dawn Spivey  
County of Moore  
Post Office Box 905  
Carthage, NC 28327

Subject:  
**Rider 002 on Position to Public Official Position Schedule Bond**  
**Insured: County of Moore**  
**The Ohio Casualty Insurance Co., Bond No. 3 919 164**

Dear Dawn:

Please find enclosed our original Rider that amends the captioned surety bond as follows:

**DELETION:**

- Finance Director (Carrie Neal) - \$250,000

**ADDITION:**

- Carrie Neal as Finance Director for County and Convention & Visitor Bureau (CVB) in the amount of \$250,000

This change is effective as of March 28, 2013.

As mentioned in my email, Carrie Neal is added as a Named individual in lieu of position so that coverage may be afforded jointly for both entities as requested.

This rider should be attached to the original bond dated July 1, 2006.

There is no premium charge for this change.

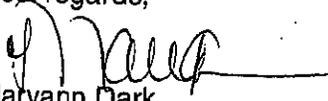
Marsh & McLennan Companies, Inc. and its subsidiaries own equity interests in certain insurers and have contractual arrangements with certain insurers and wholesale brokers. Information regarding such interests and contracts is available at <http://global.marsh.com/about/Transparency.php>.

After your review, should you have any questions, please feel free to contact me. Thank you for allowing Marsh to service your surety needs.



Page 2  
March 28, 2013

Best regards,

  
Maryann Dark  
Surety Department

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Liberty Mutual

# The Ohio Casualty Insurance Company

## ADDITION AND/OR DEDUCTION NOTICE POSITION OR NAME SCHEDULE BOND

Notice No. 002

The Ohio Casualty Insurance Company \_\_\_\_\_ as Surety upon Fidelity Bond No. 3 919 164 in favor of State of North Carolina through Moore County (Insured) does hereby:

(a) Add to the schedule attached to said bond the Employee(s) or Position(s) named in column 3 hereof, in the amount(s) stated in column 4, such addition(s) to be effective on and after the date(s) stated in column 1 hereof, opposite the name(s) of such Employee(s) or Position(s).

(b) Deduct from said schedule the Employee(s) or Position(s) named in column 3 hereof, presently covered in the amount(s) stated in column 5, such deduction (s) to be effective on and after the date (s) stated in column 1 hereof, opposite such name (s) or position (s).

(Where there is a change in the amount of coverage on an Employee or Position, the old amount is shown as a deduction in column 5, and the new amount is shown as an addition in column 4.)

Effective Date 1.	Item No. 2.	3.	Amount For Which Added 4.	Amount For Which Deducted 5.	Additional Premium 6.	Return Premium 7.
3/28/2013	1	Name or Position Finance Director	0.00	250,000.00	0.00	0.00
		Location				
3/28/2013	1	Name or Position Carrie Neal, as Finance Director for	250,000.00	0.00	0.00	0.00
		Location County and Convention & Visitor Bureau				
		Name or Position				
		Location				
		Name or Position				
		Location				
		Name or Position				
		Location				

Total Premium Added \$ 0.00

Total Premium Deducted \$ 0.00

Net Additional Premium \$ 0.00  
or  
 Return Premium \$ 0.00

The above changes have been made pursuant to request by the Insured and/or cancellation by the Underwriter.

Maryann Dark  
Maryann Dark Authorized Representative

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

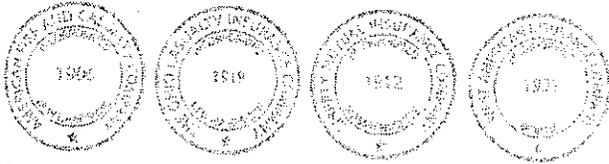
Certificate No. 5725634

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maryann Dark; Judie Chisolm

all of the city of Charlotte, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON  
COUNTY OF KING

85

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of March, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# The Ohio Casualty Insurance Company

## ADDITION AND/OR DEDUCTION NOTICE POSITION OR NAME SCHEDULE BOND

Notice No. 002

The Ohio Casualty Insurance Company as Surety upon Fidelity Bond No. 3 919 164 in favor of State of North Carolina through Moore County (Insured) does hereby:

(a) Add to the schedule attached to said bond the Employee(s) or Position(s) named in column 3 hereof, in the amount(s) stated in column 4, such addition(s) to be effective on and after the date(s) stated in column 1 hereof, opposite the name(s) of such Employee(s) or Position(s).

(b) Deduct from said schedule the Employee(s) or Position(s) named in column 3 hereof, presently covered in the amount(s) stated in column 5, such deduction (s) to be effective on and after the date (s) stated in column 1 hereof, opposite such name (s) or position (s).

(Where there is a change in the amount of coverage on an Employee or Position, the old amount is shown as a deduction in column 5, and the new amount is shown as an addition in column 4.)

Effective Date 1.	Item No. 2.	3.	Amount For Which Added 4.	Amount For Which Deducted 5.	Additional Premium 6.	Return Premium 7.
3/28/2013	1	Name or Position Finance Director	0.00	250,000.00	0.00	0.00
		Location				
3/28/2013	1	Name or Position Carrie Neal, as Finance Director for	250,000.00	0.00	0.00	0.00
		Location County and Convention & Visitor Bureau				
		Name or Position				
		Location				
		Name or Position				
		Location				
		Name or Position				
		Location				

Total Premium Added \$ 0.00

Total Premium Deducted \$ 0.00

Net Additional Premium \$ 0.00  
or  
 Return Premium \$ 0.00

The above changes have been made pursuant to request by the Insured and/or cancellation by the Underwriter.

Maryann Dark

Authorized Representative

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5725634

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maryann Dark; Judie Chisolm

all of the city of Charlotte, state of NC each individually if there be more than one named, his true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representatives or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

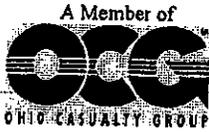
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of March, 2013.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-822-8220 between 9:00 am and 4:30 pm EST on any business day



# The Ohio Casualty Insurance Company

136 North Third St., Hamilton, Ohio 45025

## PUBLIC EMPLOYEES SCHEDULE BOND

BOND NO. 3 919 164

### DECLARATIONS

Item 1. Name of Oblige State of North Carolina through Moore County  
of Post Office Box 905, Carthage, NC 28327

Item 2. Bond Period: from the beginning of July 1, 2006  
(month, day and year)  
to 12:01 A.M. on the effective date of the cancelation or termination of this bond as provided in Condition 4.

Item 3. Employees covered hereunder and limits of liability as to each employee:

1. ITEM NO.	2. NAME OR POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
1.	Finance Officer		1	\$250,000	\$875.00
2.	Interim Tax Administrator		1	\$250,000	\$875.00
3.	Deputy Tax Administrator		1	\$250,000	\$875.00
4.	Register of Deeds		1	\$50,000	\$175.00

Total Bond Amount \$800,000.

(If space insufficient, continue on attached sheet)

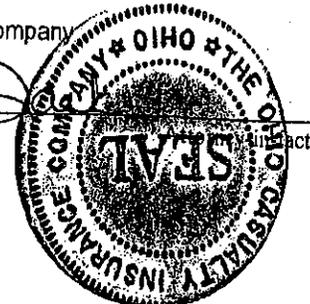
Total Premium \$ 2,800.00

Item 4. The Oblige, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s).  
Fidelity and Deposit Company of Maryland, Bond #08250349  
Such termination or cancellation to be effective as of the time this Bond becomes effective.

SIGNED, SEALED and DATED this 1st day of July, 2006

The Ohio Casualty Insurance Company

By Maryann Dark  
Maryann Dark



The Ohio Casualty Insurance Company, hereinafter called the Surety, in consideration of the payment of the premium and subject to the Declarations made a part hereof, and to all the conditions and other terms of this bond, agrees to indemnify the Obligees for direct loss through the failure of any person now or hereafter filling any position named in Item 3 of the Declarations, acting alone or in collusion with others, to perform faithfully his duties during the period that this bond is in force. The amount of indemnity on each position is limited to that amount set forth in Column 5 opposite the name of that position in Item 3 of the Declarations.

This bond is executed and accepted subject to the agreements and limitations set forth in Section A hereof, and to the conditions set forth in Section B hereof, which conditions shall be conditions precedent to recovery hereunder.

Section A-

Continuation FIRST: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

Liability Non-Cumulative SECOND: Regardless of the number of years this bond shall continue or be continued in force, and of the number of

annual premiums that shall be payable or paid, the Surety shall not be liable hereunder on account of defaults as aforesaid committed: (a) by any person filling any position covered hereunder for a larger amount in the aggregate than the amount set opposite the name of such position in Item 3 of the Declarations, or for which added thereto; or (b) by any person filling, at the same time or at different times, two or more positions covered hereunder in the same amount, for more in the aggregate than said last mentioned amount; or (c) by any person filling, at the same time or at different times, two or more positions covered hereunder in different amounts, for more in the aggregate than the larger or largest of said last mentioned amounts.

Addition of New Positions THIRD: If the Obligees shall request the Surety to add to Item 3 of the Declarations any position not named therein, and the Surety shall elect so to do, the Surety shall add the name of such position to Item 3 of the Declarations by written acceptance setting forth the amount of suretyship and the time from which effective.

Cancellation FOURTH: Either the Surety or the Obligees may cancel this bond as an entirety or as to any person or position, by written notice served upon the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service. In case of cancellation the Surety shall, on written demand, refund to the Obligees any unearned premium, but any premium refunded on account of any position covered hereunder shall be repaid to the Surety in case of payment of loss on account of such position.

Termination as to Employee FIFTH: This bond shall terminate as to future acts of any person filling any position covered hereunder immediately upon discovery by the obligee of the failure of any such person to faithfully perform his duties.

Obligees Required to Cover all Positions of the Same Designation SIXTH: In case all of the positions of the same designation are not covered hereunder, then the liability of the Surety on account of any person filling any position of such designation shall not exceed in the aggregate the quotient resulting from dividing the sum total of the amounts carried hereunder on such positions by the number of such positions.

SECTION B-

Notice to Surety of Loss FIRST: The Obligees shall notify the Surety of any default hereunder on the part of any person filling any position covered hereunder, within a reasonable time after discovery thereof by the Obligees, or if a corporation, by any director thereof by the Obligees, or if a corporation, by director thereof by any officer thereof not in collusion with such person. Such notice shall set forth the name and address of the person causing such loss and the position filled by such person.

Filing of Claim SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligees shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to time, for examination by its representatives, all books, documents and records pertaining to such default.

Filing of Suit THIRD: Any suit to recover against the Surety on account of loss hereunder shall be brought before the expiration of twelve months from the discovery, as aforesaid, of such default.

Statutory Limitations FOURTH: If any limitation herein for giving notice, filing proof of loss or bringing suit is prohibited or made void by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Riders FIFTH: The liability of the Surety hereunder is subject to the terms and conditions of the following riders attached thereto:

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 39-306

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint Judie Chisolm or Maryann Dark of Charlotte, North Carolina its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TWO MILLION (\$2,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 21st day of April, 2006.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 21st day of April, 2006 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date. I hereunto set my hand and the seals of the Companies this 1st day of July, 2006



*Mark S. Schmidt*

Assistant Secretary

# MARSH

Marsh USA Inc.  
Charlotte, NC - 225  
704-374-8000

Invoice No.
341497

## ORIGINAL INVOICE

Date: 3/12/13

County of Moore  
Post Office Box 905  
Carthage, NC 28327

Effective Date	Expiration Date	Client No.
5/01/13	12/01/14	653880

Policyholder: Neil A. Godfre

ORIGINAL

Billing Effective Date: 5/01/13

Insurer	Policy No.	Type of Coverage / Item	Amount
OHIO CASUALTY	601050576	MISC SURETY PREMIUM  REMIT IN: UNITED STATES DOLLARS  Principal: Neil A. Godfrey Obligee: State of NC through Moore County Bond Amount: \$25,000.00 Description: Sheriff Bond Requester: Dawn Spivey	159.00
TOTAL:			159.00

*Dawn Spivey*  
*4/24/13*

Please indicate Invoice # 341497  
on your remittance to:

Marsh USA Inc.  
P.O. BOX 100536  
Atlanta, GA 30384-0536

Invoice Is Payable In Full Upon Receipt

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.



**Maryann Dark**  
Assistant Vice President

Marsh USA Inc.  
100 North Tryon Street  
Suite 3600  
Charlotte, NC 28202  
704 374 8353  
Maryann.Dark@Marsh.com  
www.marsh.com

October 24, 2014

Ms. Dawn Spivey  
County of Moore  
Post Office Box 905  
Carthage, NC 28327

Subject: PUBLIC OFFICIAL BOND FOR SHERIFF  
Insured: Neil A. Godfrey  
Ohio Casualty Insurance Company, Bond No. 018009259  
Bond Term: December 1, 2014 - December 3, 2018 (Definite Term)

Dear Dawn:

I am sending you the above-referenced bond.

Please have this bond reviewed and should you find all to be in order have the original bond signed by Sheriff Godfrey and filed with the department as approved by your County's ordinance.

In addition, our invoice for this transaction in the amount of \$305 will follow under separate cover. Marsh will receive 30% of this amount from the surety company. Your payment of this invoice constitutes your agreement to our compensation for this bond.

In the event that you do not accept and file the bond, please return this original document to Marsh so that we can notify the surety company that the bond was not accepted and filed; otherwise, the surety company will process a premium billing for the bond.

Marsh & McLennan Companies, Inc. and its subsidiaries own equity interests in certain insurers and have contractual arrangements with certain insurers and wholesale brokers. Information regarding such interests and contracts is available at <http://global.marsh.com/about/Transparency.php>.

If you have any questions, please feel free to contact us. Thank you for allowing Marsh to be of assistance to your surety needs.

Best regards,

Maryann Dark  
Surety Department



The Ohio Casualty Insurance Company

BOND

No. 018009259

KNOW ALL MEN BY THESE PRESENTS:

That we Neil A. Godfrey of

25 Goldenrod Drive Whispering Pines, NC 28327, as Principal
(Street) (City) (State) (Zip)
(Insert Full Name [top line] and Address [bottom line] of Principal)

and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of Ohio, (hereinafter called the Surety), are held and firmly bound unto

State of North Carolina through Moore County

Post Office Box 905 Carthage, NC 28327
(Street) (City) (State) (Zip)
(Insert Full Name[top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of

Twenty-five Thousand and No/100 (\$ \*\*\*\*\* 25,000.00 \*\*\*\*\* )

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED October 27, 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Sheriff

for a term beginning on December 1, 2014 and ending on December 3, 2018

NOW, THEREFORE, If the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void: otherwise to remain in full force and effect.

(Provision)

Neil A. Godfrey
By: [Signature]

The Ohio Casualty Insurance Company
By: [Signature] Maryann Dark Attorney-in-fact

OATH OF OFFICE

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_,  
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution  
of the State of \_\_\_\_\_ and that I will discharge the duties of my office of \_\_\_\_\_

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other  
valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized  
by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will  
not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or  
duty pertaining to my office than the compensation allowed by law. So help me God.

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6302894

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Judie Chisolm; Maryann Dark

all of the city of Charlotte, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of September, 2013.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 25th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of October, 2014.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**SECTION IV  
CRIME COVERAGE  
CONTRACT DECLARATIONS**

Participant           **MOORE COUNTY**

Contract Number   **LP-MO-062-15**

Contract Period     **July 1, 2015 to July 1, 2016**

Effective Time       **12:01 A.M., Eastern Daylight Time**

<b>SCHEDULE OF COVERAGS AND LIMITS</b>	
<b>COVERAGE</b>	<b>LIMIT</b>
Employee Theft (per Loss Coverage)	<b>\$250,000</b>
Forgery or Alteration	<b>\$250,000</b>
Inside the Premises Theft of Money and Securities	<b>\$250,000</b>
Inside the Premises Robbery or Safe Burglary	<b>\$250,000</b>
Outside the Premises	<b>\$250,000</b>
Computer Fraud	<b>\$250,000</b>
Money Orders and Counterfeit Paper Currency	<b>\$250,000</b>

<b>DEDUCTIBLE</b>	
Employee Theft (per Loss Coverage)	<b>\$1,000</b>
Forgery or Alteration	<b>\$1,000</b>
Inside the Premises Theft of Money and Securities	<b>\$1,000</b>
Inside the Premises Robbery or Safe Burglary	<b>\$1,000</b>
Outside the Premises	<b>\$1,000</b>
Computer Fraud	<b>\$1,000</b>
Money Orders and Counterfeit Paper Currency	<b>\$1,000</b>



## MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, NOVEMBER 17, 2015

### REGULAR MEETING

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The Moore County Board of Commissioners met for a Regular Meeting at 4:30 p.m., Tuesday, November 17, 2015 in the Commissioners' Meeting Room, Second Floor, Historic Courthouse in Carthage, North Carolina.

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

**Commissioners Absent:** None

Chairman Picerno called the meeting to order at 4:30 p.m.

### CLOSED SESSION

Upon motion made by Commissioner Saunders, seconded by Commissioner Graham, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(6).

The Board reported no action upon returning from closed session.

### REGULAR MEETING

At 5:30 p.m., Reverend Matt Templeton of Grace Church provided the invocation and Social Services Director John Benton led the Pledge of Allegiance.

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

### PUBLIC COMMENT PERIOD

Ms. O'Linda Watkins, representing the Moore County NAACP, spoke in opposition to a proposed ¼ cent sales tax increase, citing its negative impact on low-income persons. She suggested that if the Board chose to move forward with a referendum on the sales tax, that an increase in the property tax rate also be included as an alternative option.

Mr. Charles Mirman discouraged the sale of a fire truck to be surplus by the Moore County Airport Authority.

Mr. Fenton Wilkinson implored the Board to take the sales tax increase option off the table and funds the Schools' project needs through an increased property tax rate.

Ms. Ellie Collins stated her opposition to the proposed increase in sales tax, citing it as a regressive tax.

Ms. Mary Jo Morris shared that the newest Dog Tags class was in its third week and that the Sheriff had provided lights so the dogs could be worked with in the evenings. Ms. Morris shared also that she had just completed a CPR seminar with Public Safety Deputy Director Scot Brooks and she said that it was very beneficial.

### **ADDITIONAL AGENDA**

Upon motion made by Chairman Picerno, seconded by Commissioner Graham, the Board voted 5-0 to pull the following items from the agenda: call to public hearing regarding text amendments to the Unified Development Ordinance; facilities security update; water purchase contract with the Town of Carthage.

### **RECOGNITIONS**

#### **Adoption Awareness Month Proclamation**

Social Services Director John Benton and staff presented information regarding adoptions in Moore County. Upon motion made by Commissioner Graham, seconded by Vice Chairman Ritter, the Board voted 5-0 to proclaim November 2015 as Adoption Awareness Month in Moore County and to urge citizens to recognize and support this observance. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix A.

### **PRESENTATIONS**

#### **Quarterly Fiscal Report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services**

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

### **CONSENT AGENDA**

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

Minutes: October 20, 2015 Regular Meeting and Closed Session  
Minutes: October 20, 2015 Special Meeting  
Minutes: October 20, 2015 Special Meeting with Board of Education  
Budget Amendments  
Tax Releases/Refunds – October 2015  
Register of Deeds Fee Schedule Amendment  
Moore County Transportation Fee Schedule Amendment  
Moore County Schools Digital Learning Invoices  
Project Budget Ordinance and Resolution for Airport Project 36237.67.6.1 and Authorization for County Manager to Sign Grant Agreement Paperwork for RW 23 Approach Clearing Phase 2

The budget amendments, tax releases and refunds resolutions, and Airport project budget ordinance and resolution are hereby incorporated as a part of these minutes by attachment as Appendices B, C, and D, respectively.

## PUBLIC HEARINGS

### Public Hearing/Planning – Conditional Use Permit Request: Veterinary Clinic

The following italicized portion of these minutes is verbatim:

Chairman Nick Picerno: *The next item on the agenda is a request by David Garza, for a Conditional Use Permit for the use of veterinary clinic. The hearing on this matter is judicial in nature and will be conducted in accordance with special due process safeguards. Members of the Board may cross examine witnesses after the witnesses testify when questions are called for by the Chairman. The testimony that witnesses give today shall be taken under oath. If a witness wants the Board to see written evidence such as reports, maps, pictures, or other exhibits, he or she should be familiar with the evidence and should explain the document and ask that it be introduced during or at the end of his or her testimony. Any attorneys who speak should not give factual testimony but may summarize their clients' case. Anyone who wants to testify in this matter should have signed up on the sign-up sheet. If you wish to speak and haven't signed up, then please sign up now. And I assume you have the sheet? Ok, is anybody needing to sign up that has not signed up? All of you who wish to speak and have signed up, please go to the front to be sworn in or give your affirmation.*

Clerk administers oath.

Chairman: *I would also like to ask any Board members who have any information or special knowledge about this case to describe that information for the record so that interested persons will know and can respond. Before opening the hearing, I'd like to give Board members a chance to reveal any possible conflicts and withdraw from these proceedings if necessary. Conflicts include but are not limited to a member having a fixed opinion prior to hearing the matter not susceptible to change, an undisclosed ex parte communications, a close family, business, or other associational relationship with the affected person, or a financial interest in the outcome of the matter. If the objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection. In this hearing, we will first hear from the Planning staff, then from the applicant and their witnesses, and then from the opponents to the request. Parties may cross-examine witnesses after the witness testifies when questions are called for. If you want the Board to see written evidence such as reports, maps, or exhibits, the witness who is familiar with the evidence should ask that it be introduced during or at the end of his or her testimony. We cannot accept reports from persons who are not here to testify. Attorneys who speak should not give factual testimony, but may summarize their client's case. The County Attorney will correct you if you do not follow the proper procedure. Before you begin your testimony, please clearly identify yourself for the record. At the end of all testimony, the staff will present their recommendations to the Board. I now open the public hearing and ask the Planning staff to make the presentation on this request.*

Planning Director Debra Ensminger: *Thank you Mr. Chairman and good evening, members of the Board. My name is Debra Ensminger and I'm the Planning Director for the County of Moore. I'd like to first enter my staff report and this presentation into the record. As stated, David Garza is seeking a two year vested right Conditional Use Permit to operate a veterinarian clinic in an existing building located at 125 West Plaza Drive in West End in Seven Lakes West on parcel number 97000323 owned by Phillip and Pamela Harrell, Harrell, excuse me, as identified in the Moore County tax records. The parcel is approximately 1.2 acres in size. This case was properly advertised and all adjacent property owners have been notified. The property is zoned Village Business which requires a Conditional Use Permit for a veterinarian clinic. All adjacent properties are currently and also zoned Village Business. The current use of the property is a real estate office and the adjacent land uses include a shopping center comprising of a church, retail, medical office, and a restaurant. The existing building on site was built in 1999. The building will not be expanded and the veterinarian clinic will not include outdoor kennels. The applicant intends to lease a portion of the building as indicated in the attachment Phase I for one year. After one year, the applicant intends to purchase the property and occupy the*

*entire building as indicated in the attachment Phase II. Therefore, the applicant is requesting a two year vested right approval to occupy the entire building. The existing septic system will be enlarged to serve the entire site. The submitted application and site plan meets all required standards and conditions set forth in the Moore County Unified Development Ordinance. The Moore County Planning Board reviewed this request during their October 1, 2015 meeting and voted unanimously to endorse the Moore County Board of Commissioners to approve a two year vesting of the Conditional Use Permit for the use of a veterinarian clinic on the parcel known as ParID number 97000323. There are required findings of fact that the Board must consider when approving a conditional use permit. Number one, that the use will not materially endanger the public health or safety if located where proposed and developed according to plan; that the use meets all required conditions and specifications; that the use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity; the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Moore County Land Use Plan adopted in November 2013. Goal number 1.7 clearly states support and promote local businesses. Additional conditions we will request of the applicant: Should the Zoning Administrator, Building Inspector, Environmental Health, Public Utilities, or the Fire Marshal identify minor changes, staff will be authorized to accept such minor modifications to site plan as necessary; the veterinary clinic shall not include outdoor kennels; and the applicant shall have a two year, shall have two years, excuse me, to occupy the entire building through vested right approval. And, that's all I have, Chairman.*

*Chairman: Does any member of the Board have any questions for Planning staff regarding this request?*

*Commissioner Jerry Daeke: The location is where Mr. Harrell had his real estate office, is that correct?*

*Director Ensminger: Yes.*

*Chairman: What happens after the two years?*

*Director Ensminger: The conditional, if he doesn't do it, the conditional use permit's void.*

*Chairman: Ok, so he's got two years to occupy it?*

*Director Ensminger: Yes.*

*Chairman: Ok. Any other questions? We will now hear from the applicant and other proponents of the request. If there are attorneys or other representatives who will give a general summary of the client's position, then you go first. Do we have anybody signed up? No? Are you the, do you have anything you would like to state at this time?*

*David Garza: I just wanted to say thank you for considering this and I'm here basically to answer any questions that you might have about the proposed business or anything thereof.*

*Chairman: Ok, are there any questions from the Board for this gentleman? Thank you sir. We will now hear from people opposing the request. Anyone here, again, signed up to oppose? Does the Board or any other parties have any other questions for any other witnesses? You have any further comments?*

*Director Ensminger: No, sir.*

*Chairman: Does the Board or any other parties have any further questions? Does the staff have a recommendation?*

Director Ensminger: *Yes, sir, make a motion to approve the conditional use permit with the approved, with the provided conditions.*

Commissioner Randy Saunders: *So moved.*

Commissioner Daeke: *Second.*

Chairman: *I have a motion and a second. Any discussion further? All in favor say aye. (Unanimous ayes). Opposed say no. Motion carries 5-0, and I now close the public hearing. Thank you so much.*

Documents for the record pertaining to this conditional use permit request are hereby incorporated as a part of these minutes by attachment as Appendix E.

### **Call to Public Hearing/Planning – 2012 Scattered Site CDBG Closeout**

Planning Director Debra Ensminger requested the Board call a public hearing regarding closeout of the County's 2012 Scattered Site Housing Community Development Block Grant. Upon motion made by Commissioner Graham, seconded by Commissioner Saunders, the Board voted 5-0 to call a public hearing on December 8, 2015 at 5:30 p.m. to solicit public participation relative to the intention of the County to close out its 2012 Scattered Site Housing CDBG.

## **NEW BUSINESS**

### **Public Safety:**

#### **Approval of Contract Amendment # 1 with Village of Pinehurst for Fire Protection, Rescue, and Medical Response**

Public Safety Director Bryan Phillips requested the Board's approval of an amendment to the contract with the Village of Pinehurst for Fire Protection, Rescue, and Medical Response. Mr. Phillips said the County and Village desired to amend the original agreement dated June 12, 2007 for fire protection to include emergency response services in the scope of service by this written contract amendment number one while keeping in effect the terms and conditions of the original agreement. Discussion followed regarding the level of service and cost. Commissioner Saunders made a motion, seconded by Commissioner Graham, to approve the contract amendment with the Village of Pinehurst and authorize the Chairman to execute all necessary documents. Chairman Picerno asked if the necessary funds were available in the ALS budget and Mr. Phillips said yes. The motion carried 5-0.

### **Public Works:**

#### **Approval of Change Order # 4 to Contract with Terry's Plumbing and Utilities for 2013 Water Resources Project**

Public Works Director Randy Gould requested the Board's approval of change order # 4 with Terry's Plumbing and Utilities for the 2013 water resources project, increasing the contract by \$29,274 to cover additional SCADA work and concrete risers and curb/gutter to Bertie Road. Upon inquiry by Chairman Picerno, Mr. Gould verified these funds would be covered by the contingency budget. Upon motion made by Commissioner Saunders, seconded by Vice Chairman Ritter, the Board voted 5-0 to approve change order # 4 with Terry's Plumbing for the 2013 water resources project and authorize the Chairman to sign.

## Approval of Agreement between the County of Moore and East Moore Water District

Mr. Gould requested adoption of resolutions approving an agreement between the County and the East Moore Water District. Upon motion made by Commissioner Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the resolution approving the agreement between the County of Moore and the East Moore Water District and authorize the Chairman to sign on behalf of the County. Upon motion made by Commissioner Saunders, seconded by Commissioner Graham, the Board voted 5-0 to adjourn as the Moore County Board of Commissioners and convene as the East Moore Water District. Upon motion made by Commissioner Saunders, seconded by Vice Chairman Ritter, the Board voted 5-0 to adopt the resolution approving a water purchase contract between the East Moore Water District and the County of Moore and authorize the Vice Chairman to sign on behalf of the East Moore Water District. Upon motion made by Commissioner Saunders, seconded by Vice Chairman Ritter, the Board voted 5-0 to adjourn as the East Moore Water District and reconvene as the Moore County Board of Commissioners. The resolutions are hereby incorporated as a part of these minutes by attachment as Appendix F.

### **Legal:**

## Approval of Amendment # 1 to Nonprofit Grant Agreement with Sandhills Center

County Attorney Misty Leland presented an amendment to the grant agreement with Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services, reducing the total amount in order to provide matching funds for a Governor's Crime Commission grant for the Sheriff's Office. Vice Chairman Ritter made a motion, seconded by Commissioner Graham, to approve amendment no. 1 to the nonprofit grant agreement with the Sandhills Center and authorize the Chairman to sign the same. Chairman Picerno thanked Sandhills Center CEO Victoria Whitt for allowing the County to use these funds toward the grant. The motion to approve the amendment carried 5-0.

## Adoption of Resolution Calling a Special Advisory Referendum Concerning the Levy of a ¼ Cent County Sales and Use Tax

Ms. Leland reviewed that a resolution was required to be adopted by the commissioners and delivered to the Board of Elections in order to move forward with an advisory referendum concerning the levy of a ¼ cent sales and use tax. Commissioner Saunders made a motion, seconded by Vice Chairman Ritter, to approve the Resolution Calling a Special Advisory Referendum Concerning the Levy of a One-Quarter Cent County Sales and Use Tax and authorize the Chairman to sign the same. Commissioner Saunders discussed the needs of the schools and said those suggesting Moore County should do what other places were doing (in terms of funding) did not have a pulse on what was going on. He said schools were the number one economic driver and the sales tax would be only .25 cents on a \$100 purchase (excluding grocery and gas purchases). Commissioner Saunders said every cent of the proposed sales tax should go to the Schools, and he discussed how the County's tourism industry would boost the amount. Commissioner Daeke explained to citizens the difference in the tax bases between Moore County and surrounding counties. The motion to adopt the resolution carried 5-0. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix G.

**Commissioner Saunders asked the Board to excuse him from the remainder of the meeting so he could attend his son's sports banquet at Union Pines High School. Upon motion made by Chairman Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to excuse Commissioner Saunders from the remainder of the meeting.**

Adoption of Resolution Specifying the Proceeds for the ¼ Cent County Sales and Use Tax if Approved in the Special Advisory Referendum on March 15, 2016

Ms. Leland reviewed a resolution specifying the proceeds from the ¼ cent sales and use tax, if approved, to be used for the Schools. Commissioner Graham made a motion, seconded by Vice Chairman Ritter, to approve the Resolution Specifying the Proceeds from the One-Quarter Cent County Sales and Use Tax Under Article 46 of Chapter 105 of NCGS, which designates revenues from the Article 46 tax, if passed on March 15, 2016, to Moore County Public Schools' major capital building projects as set forth in the Resolution and authorize the Chairman to sign the same on condition that the Sandhills Community College Board approves the same. Chairman Picerno discussed that a capital school construction fund would be set up so everything would be very transparent to the public. The Chairman discussed the raising of the property tax rate seven years prior. The motion to adopt the resolution carried 4-0. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix H.

Adoption of Resolution Supporting Senate Bill 605

Ms. Leland reviewed a resolution supporting Senate Bill 605, which contains revisions to Article 46 of Chapter 105 of the North Carolina General Statutes authorizing an increase in the maximum rate of local sales and use tax that may be levied under this Article from one-quarter percent to one-half percent. Upon motion made by Chairman Picerno, seconded by Vice Chairman Ritter, the Board voted 4-0 to approve the resolution supporting the revisions to Article 46 of Chapter 105 of the North Carolina General Statutes as stipulated in Senate Bill 605 (2015-2016) and request the Bill as it pertains to Article 46 to be ratified into law. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix I.

Adoption of Resolution Requesting Restoration of Lottery Funds Designated to Moore County for School Capital Needs

Ms. Leland reviewed a resolution requesting the General Assembly to give Moore County its statutory share of lottery funds. Commissioner Graham made a motion, seconded by Chairman Picerno, to approve the resolution requesting the North Carolina General Assembly to allocate to Moore County its statutory share of lottery funds of 40% to be used for Moore County Schools capital needs and that copies of the resolution be forwarded to the local legislation delegation to the North Carolina General Assembly and the North Carolina Association of County Commissioners. Chairman Picerno discussed that lottery funds began being moved under the Governor Easley administration, continued under the Perdue administration, and had become even worse under the McCrory administration. He said the County was facing huge capital needs for the Schools and its 40% statutory share of lottery funds was down to 18%. He implored citizens to assist in telling legislators to restore these funds. The motion to adopt the resolution carried 4-0. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix J.

**APPOINTMENTS**

**Library Board of Trustees**

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to appoint Dr. Patty Buelt to the Library Board of Trustees to fill the unexpired term of Dr. John Stacy through March 31, 2016.

### **Sandhills Regional Library System Board**

Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to appoint Rev. Richard Rodda to the Sandhills Regional Library System Board to fill the unexpired term of Dr. John Stacy through June 30, 2018.

### **Local Emergency Planning Committee**

Upon motion made by Vice Chairman Ritter, seconded by Commissioner Graham, the Board voted 4-0 to appoint Cynthia Bradley to the Red Cross representative position on the Local Emergency Planning Committee to fill the unexpired term of the former member through March 31, 2016.

### **Fire Commission**

Upon motion made by Vice Chairman Ritter, seconded by Commissioner Daeke, the Board voted 4-0 to appoint Mike Cameron, David Kennedy, Brian Tyner, Mark Steward, and Colin Webster to the Fire Commission for two-year terms expiring November 30, 2017.

### **Juvenile Crime Prevention Council**

Upon motion made by Commissioner Daeke, seconded by Vice Chairman Ritter, the Board voted 4-0 to appoint the following to the Juvenile Crime Prevention Council for two-year terms commencing December 1, 2015 and expiring November 30, 2017: Bart Davis (Chief of Police), Gene McCrae (Substance Abuse Professional), Michael Campbell (Person Under Age 18), Matthew Rothbeind (Juvenile Defense Attorney), Skipper Creed (Chief District Judge Appointee), Renee Brooks (Commissioner Appointee), and Buddy Howell (Commissioner Appointee).

### **Aging Advisory Council**

Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 4-0 to appoint Karen Koenig, Mimi Deardorff, and Jane Francks to the Aging Advisory Council for three-year terms expiring November 30, 2018.

### **RSVP Advisory Council**

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to appoint Ruth Craig to the RSVP Advisory Council for a three-year term expiring November 30, 2018.

## **MANAGER'S REPORT**

County Manager Wayne Vest reported the following:

- The commissioners' annual retreat, aka the "Winter Summit," was scheduled for January 7 and 8, 2016. A draft agenda was distributed and recommendations from the Board welcomed.
- An informational brochure on the Article 46 sales tax was drafted and under review in the County Attorney's office.
- A State bond referendum, Connect NC, if approved, would provide some funds in Moore County.
- Draft letters to property owners regarding the condition of the Stanley furniture plant property in West End were distributed for the Board's review.

- A shredding and hazardous waste disposal event was held the previous Saturday. It was spearheaded by Solid Waste Division Manager/Keep Moore County Beautiful Executive Director Chad Beane and was well-organized and well-attended.

### **COMMISSIONERS' COMMENTS**

Commissioner Graham thanked citizens who spoke during the public comment period for being present at the meeting and for feeling free to come and speak to the Board.

Vice Chairman Ritter also thanked these citizens for attending, and he thanked Mr. Vest for following up on the West End property issue.

Commissioner Daeke thanked the public commenters and said their information was well-presented.

Chairman Picerno wished all employees a happy Thanksgiving. He asked everyone to remember Greg Hankins with the Seven Lakes Times in their prayers as he was dealing with a health issue. He offered special thanks to veterans and discussed his father's experience as a POW in the Korean War.

### **ADJOURNMENT**

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

With no further business, upon motion made by Commissioner Graham, seconded by Vice Chairman Ritter, the Board voted 4-0 to adjourn the November 17, 2015 regular meeting of the Moore County Board of Commissioners at 6:56 p.m.

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Nick J. Picerno, Chairman

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Laura M. Williams, Clerk to the Board



MOORE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

NOVEMBER 17, 2015 AT 2:00 P.M.

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

**Commissioners Absent:** None

The Moore County Board of Commissioners convened for a special meeting on Tuesday, November 17, 2015 at 2:00 p.m. in the Commissioners' Meeting Room of the Historic Courthouse, Carthage, NC.

Chairman Picerno called the meeting to order. County Manager Wayne Vest provided the invocation and Commissioner Saunders led the Pledge of Allegiance.

Chairman Picerno thanked everyone for being in attendance at the meeting, with special acknowledgement of fire/rescue personnel, and he also acknowledged veterans as the Veterans Day holiday was celebrated the week prior.

Chairman Picerno gave the floor to Mr. Vest, who recognized Fire Commission Chairman Mike Cameron to present information regarding the Fire Commission's recommended tax distribution formula and capital funding model.

Chief Cameron expressed appreciation for the opportunity to present the information and recognized his fellow Fire Commission members. Chief Cameron, joined by Fire Commission Vice Chairman Larry Upchurch and Moore County Chiefs' Association President Rich Lambdin, provided a presentation, which is hereby incorporated as a part of these minutes by attachment as Appendix A.

Following the presentation, Chairman Picerno congratulated the Fire Commission members for their hard work and said the Board appreciated their diligence and communication with the fire departments. He said the proposal should also be discussed with each of the local municipal

governing boards. Chairman Picerno noted a shortfall in funding compared to what was proposed and said the tax rate was not the only way to solve that issue.

Commissioner Saunders asked whether any residents would see a savings in homeowners insurance due to improved ISO ratings and Chief Cameron said they could, but it might affect businesses more so than residences.

Commissioner Graham asked if departments with more apparatuses than others would be able to keep them or if they would have to sell them and Chief Cameron said they would just not be funded for replacement.

Vice Chairman Ritter inquired about a proposed 12 minutes to on scene response time and if it could be accomplished. Chief Cameron said North Carolina requires every department to respond with one engine and four personnel to a structure fire. He said the 12 minutes was obtainable with some paid staff especially. He said 80% of the time would be the average as there would be some calls with longer response times due to other calls or distance. Chief Cameron said service delivery was the bottom line.

Commissioner Daeke asked about departments that had contracts with other counties and Chief Cameron said they would be treated the same as a municipality.

Chairman Picerno discussed the difficulty in budgeting for the fire departments previously through the former Emergency Services Advisory Committee (now dissolved). He said the unified fire tax and standardized service would be hard because it was a change, but that from a governing body perspective it was much better as there was now a basis for the funding. He said of utmost importance to him was hearing the feedback from the departments and from the municipal governing boards. Chairman Picerno said he could tell a lot of work went into what was presented by the Fire Commission and that it showed the character of the people in Moore County.

Commissioner Saunders shared that he spent seven years as a member of a municipal board and was very involved with the budget. He discussed the importance of response time for rural areas especially. He agreed with Chairman Picerno that there would be more options than the tax rate to come up with needed funding, and he also agreed that the amount of effort put forth by the Fire Commission was monumental.

Commissioner Graham said she was very humbled to see all the first responders present at the meeting. She said she was proud of all those on the Fire Commission and very appreciative of them. She said also she was glad to see town managers and mayors present and thanked everyone.

Vice Chairman Ritter said the Fire Commission members were the most professional group that had been in the County and that they had put in quality work. He said he was set on achieving the 12 minute response time and even improving upon it.

Commissioner Daeke shared his appreciation for firefighters and thanked the Fire Commission for everything done.

Chairman Picerno wished a happy Thanksgiving and merry Christmas to everyone.

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Saunders, the Board voted 5-0 to adjourn the November 17, 2015 special meeting of the Moore County Board of Commissioners at 3:10 p.m.

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Nick J. Picerno, Chairman

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** 11/30/2015

**SUBJECT:** Budget Amendments

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Approve the attached budget amendments

**BACKGROUND:**

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

	<b>Department</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>
1.	Animal Operations	\$15,000	Donations received to the Fix'em fund and donations from the inserts placed in tax and utility billings.	Spaying and Neutering Animals
2.	Day Reporting	\$10,000	Moore County Alcoholic Beverage Control Board	Alcohol Education and Rehabilitation
3.	Sheriff	\$1,459	N.C. Department of Revenue-Drug Tax Forfeiture	Purchase Law Enforcement Equipment
4.	Sheriff	\$35	Citizen Donation	Purchase Law Enforcement Equipment
5.	Sheriff	\$21,629	Transfer from General Fund	Provide Local Match for Prescription Drug Program for the Sheriff Department

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund by \$15,000, Multi-Year Grant Fund by \$33,123, 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.

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Animal Operations - Donations received to the Fix'em fund and donations from the inserts placed in tax and utility billings.

Revenue	10019000 32950	Appropriated Fund Balance	1,787,222	15,000	1,802,222
Expense	10021570 56274	Vocher Program County	5,000	5,000	10,000
Expense	10021570 56277	Vocher - MCNC Fix'em	-	10,000	10,000

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

60001

## **Budget Amendment Staff Report**

**Department:** Animal Operations

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

10019000 32950 Appropriated Fund Balance Increase \$15,000

10021570 56274 Fix'em Voucher Program - County Increase \$5,000

10021570 56277 Fix'em Voucher Program – MCNC Increase \$10,000

**Source(s) of Funding:** Donations received to the Fix'em fund from previous year that went to Fund balance. A total of \$15,000 in donations were received by the County for the Fix'em Fund, which is within the Animal Operations Budget. These donations came from the inserts that were placed in the tax and utility billings.

**Justification (please be specific):** Inserts were placed in the tax and utility billings for the Fix'em fund and have generated \$15,000 in donations to the County for the efforts of spaying and neutering animals. These funds will be used and appropriated for this purpose.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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## Day Reporting Center - Moore County Alcoholic Beverage Control Board

Revenue	24033009 36074 ABC Revenues	102,108	10,000	112,108
Expense	24020009 53801 ABC Alcohol Education	115,108	10,000	125,108

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

**Department:**

Day Reporting Center

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

\$10,000 increase

**Source(s) of Funding:**

Moore County Alcoholic Beverage Control Board

**Justification (please be specific):**

Received disbursement in November 2015 from the Moore County Alcoholic Beverage Control Board for \$10,000 to be distributed to the Day Reporting Center in Fiscal Year 2015 – 2016 for the purpose of alcohol education and rehabilitation.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - N.C. Department of Revenue-Drug Tax Forfeiture			
Revenue 24033005 36075 Drug Seizure Funds	759,906	1,459	761,365
Expense 24019505 53828 Drug Seizure Funds	867,056	1,459	868,515

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

60004

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$1,459.46.

**Source(s) of Funding:** N. C. Department of Revenue-Drug Tax Forfeiture-December 8, 2015.

**Justification (please be specific):** These funds will be used to purchase law enforcement equipment.

# Fiscal Year 2015/2016

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Citizen Donation					
Revenue	24018005 30505	Law Enforcement Donations	21,391	35	21,426
Expense	24019505 53922	Donations	21,391	35	21,426

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** Increase of \$35.00.

**Source(s) of Funding:** Citizen Donation

**Justification (please be specific):** These funds will be used to purchase law enforcement equipment.

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Transfer from General Fund			
Revenue 24019000 32955 Transfer from General Fund	438,749	21,629	460,378
Expense 10036056 59910 Transfer to Multi Year Grant Fund	5,000	21,629	26,629
Expense 10035091 56008 Sandhills Mental Health	406,614	(21,629)	384,985
Expense 24019505 53828 Drug Seizure Funds	867,056	21,629	888,685
Expense 24019552 51200 Salaries	44,928	(21,629)	23,299
Expense 24019552 51200 Salaries	23,299	21,629	44,928

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

**Department:** Sheriff

**Increase or Decrease of Amount of Funding:** \$21,629 Increase

**Source(s) of Funding:**

Transfer from the General Fund.

**Justification (please be specific):**

The agreement between Moore County and Sandhills Center for Mental Health, Developmental Disabilities, and Substance Abuse Services was amended on November 17<sup>th</sup>, 2015. The amount of the agreement was reduced by \$21,628.79 to provide the local match for the Prescription Drug Program for the Sheriff Department. The original match of the grant came from the Drug Seizure Fund; therefore it will be returned to the Sheriff Department.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Gary E. Briggs, Tax Administrator   
**DATE:** December 3, 2015  
**SUBJECT:** Tax Releases/Refunds – Month of November 2015  
**PRESENTER:** Gary Briggs

**AGENDA PLACEMENT:** Consent Agenda

**REQUEST:**

32 real/personal/motor vehicle releases totaling \$15,171.27  
27 real/personal/motor vehicle relief-refunds totaling \$10,529.70

133 releases/refunds of less than \$100 each totaling \$3,899.50 were sent to the County Finance Officer for approval.

**BACKGROUND:**

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

**IMPLEMENTATION PLAN:**

Through month-end procedures and by Tax Department Staff.

**FINANCIAL IMPACT STATEMENT:**

Total - \$25,700.97 (breakdown attached)

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

Release/Refund Requests  
Resolutions

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

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Nicholas J. Picerno, Chairman

ATTEST:

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Laura M. Williams  
Clerk to the Board

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

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Nicholas J. Picerno, Chairman

ATTEST:

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

**REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE  
RELEASES  
OVER - \$100  
November-15**

<u>YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2015	2860	BARNES, CHARLES RICHARD	ORDER OF BOARD OF EQUALIZATION & REVIEW	-389.25
2015	4334	BIBEY, MARK STEPHEN	ORDER OF BOARD OF EQUALIZATION & REVIEW	-224.34
2015	4796	BLACK, VANCE H TRUSTEE OF THE	DEFERMENT REMOVED IN ERROR	-734.62
2015	8241	BUNTING, GLENN W JR & NADINE M	ORDER OF PROPERTY TAX COMMISSION	-1,490.63
2015	11381	CHRISCOE, RUTH S &	ORDER OF BOARD OF EQUALIZATION & REVIEW	-464.09
2015	11825	CLEVENGER, DOROTHY J	ORDER OF BOARD OF EQUALIZATION & REVIEW	-234.39
2015	13865	CREECH, LENA B (LE)	ORDER OF BOARD OF EQUALIZATION & REVIEW	-1,973.07
2015	1000237	DUDDEY, RODGER L	INCORRECT VALUE ON BOAT	-391.14
2014	233	ECONOMY FARMS	ORDER OF BOARD OF EQUALIZATION AND	-149.85
2015	20366	FOSTER, EDITH & LEWIS	ORDER OF BOARD OF EQUALIZATION & REVIEW	-454.31
2015	20371	FOSTER, ELIZABETH H	ORDER OF BOARD OF EQUALIZATION & REVIEW	-663.37
2015	20405	FOSTER, LEWIS & EDITH	ORDER OF BOARD OF EQUALIZATION & REVIEW	-1,151.56
2015	20405	FOSTER, LEWIS & EDITH	ORDER OF BOARD OF EQUALIZATION & REVIEW	-1,088.06
2015	1000914	FRANKLIN, DON RAY	MILITARY	-103.07
2010	4006033	FREMBLING, JEFFREY	MILITARY	-156.44
2015	21149	FRYE, JOHNNY DALE	ORDER OF BOARD OF EQUALIZATION & REVIEW	-410.19
2015	21148	FRYE, JOHNNY DALE	ORDER OF BOARD OF EQUALIZATION & REVIEW	-311.65
2015	21150	FRYE, JOHNNY DALE &	ORDER OF BOARD OF EQUALIZATION & REVIEW	-761.62
2015	22598	GEHAN, GLENN MICHAEL TRUSTEE	ORDER OF PROPERTY TAX COMMISSION	-272.33
2015	1000370	KARAN C TWYMAN-TRUST	BOAT LISTED IN CRAVEN COUNTY FOR 2015	-403.28
2015	35418	LEWIS, HELEN MARIE &	ORDER OF BOARD OF EQUALIZATION & REVIEW	-546.08
2006	2036987	MAJESTIC TOOL PRODUCTS LLC	ORDER OF BOARD OF EQUALIZATION & REVIEW	-569.44
2005	2036331	MAJESTIC TOOL PRODUCTS LLC	ORDER OF BOARD OF EQUALIZATION & REVIEW	-348.41
2015	38238	MARSH, GEORGE	ORDER OF BOARD OF EQUALIZATION & REVIEW	-106.04
2015	45009	MOYER, CHRISTOPHER & TRACY	ORDER OF BOARD OF EQUALIZATION & REVIEW	-441.00
2015	45948	NELSON, ANNE M &	ORDER OF BOARD OF EQUALIZATION & REVIEW	-162.03
2015	47129	OLIVER, KENNETH ANDREW &	ORDER OF BOARD OF EQUALIZATION & REVIEW	-254.25

**REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE  
RELEASES  
OVER - \$100  
November-15**

<u>YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2015	50243	POLSTON, SYLVIA F	ORDER OF BOARD OF EQUALIZATION & REVIEW	-141.25
2015	53570	ROBERTSON, ROBERT JOHN	ORDER OF BOARD OF EQUALIZATION & REVIEW	-219.32
2015	55019	SANDERS, WINFRED	ORDER OF BOARD OF EQUALIZATION & REVIEW	-141.25
2011	7065901	TINA'S TURN	ORDER OF BOARD OF EQUALIZATION & REVIEW	-160.69
2015	63648	TURNAGE, NANCY LAWSON	ORDER OF BOARD OF EQUALIZATION & REVIEW	-254.25
<b>TOTAL</b>				<b>-15,171.27</b>

**VTS/MUNIS MOTOR VEHICLES  
RELIEF - REFUNDS  
OVER - \$100  
November-15**

<u>Bill Year</u>	<u>Bill Number</u>	<u>Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2015	6494	BRENNAN, RICHARD LLOYD	ORDER OF BOARD OF EQUALIZATION & REVIEW	1,185.28
2015	VTS - 0027666631	BUCHHOLZ, DONALD MURRAY JR	SUBMITTED TAG TO DMV	119.15
2014	VTS - 0018639918	COLVIN, LINSDEY ROSE	MILITARY	124.81
2015	17381	DUNN, MICHAEL	ORDER OF BOARD OF EQUALIZATION & REVIEW	221.82
2015	VTS - 0024262129	HEMPHILL, MARLA RAE	MILITARY	222.19
2015	VTS - 0005279591	KELLY, THOMAS LEO JR	SUBMITTED TAG TO DMV	176.54
2014	VTS - 0026083060	LIN, MEIFANG	SUBMITTED TAG TO DMV	172.16
2015	VTS - 0028718908	LOOSE, TIMOTHY REID	MILITARY	162.95
2014	VTS - 0010563901	MARCHAND, BRIAN JAMES	SUBMITTED TAG TO DMV	100.65
2015	42713	MID-PINES DEVELOPMENT GROUP	ORDER OF PROPERTY TAX COMMISSION	200.86
2015	42715	MID-PINES DEVELOPMENT GROUP	ORDER OF PROPERTY TAX COMMISSION	227.40
2015	42718	MID-PINES DEVELOPMENT GROUP	ORDER OF PROPERTY TAX COMMISSION	153.63
2015	42721	MID-PINES DEVELOPMENT GROUP	ORDER OF PROPERTY TAX COMMISSION	3,530.76
2014	VTS - 0015923716	MILLER, LINDA MORRIS	SUBMITTED TAG TO DMV	118.45
2015	47000	OK PROPERTY MANAGEMENT LLC	ORDER OF PROPERTY TAX COMMISSION	2,233.55
2014	VTS - 0025394254	PILLING, PAUL MILLER	SUBMITTED TAG TO DMV	119.64
2014	VTS - 0027698410	RIDDLE, CALEB MICHAEL	SUBMITTED TAG TO DMV	203.63
2015	VTS - 0028871101	SEALY, BRANDY KAI	MILITARY	128.30
2015	VTS - 0028997703	SEITZ, NATHANIEL EDWARD	MILITARY	175.25
2015	VTS - 0028565193	STOVER, GARY LEE	INCORRECT VALUE	110.17
2014	VTS - 0026758523	TAYLOR, JUSTIN MATTHEW	SUBMITTED TAG TO DMV	107.72
2014	VTS - 0026870619	TAYLOR, JUSTIN MATTHEW	SUBMITTED TAG TO DMV	129.70
2014	VTS - 0027821762	THUM, EDWARD JOSEPH JR	SUBMITTED TAG TO DMV	135.20
2015	VTS - 0027948480	TORZOK, LAURA JEAN	SITUS	131.60
2014	VTS - 0028351045	WALDSCHMIDT, CORI HASICK	SUBMITTED TAG TO DMV	123.27

**VTS/MUNIS MOTOR VEHICLES  
RELIEF - REFUNDS  
OVER - \$100  
November-15**

<u>Bill Year</u>	<u>Bill Number</u>	<u>Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2015	VTS - 0028014359	WALKER, RICHARD LEE	SUBMITTED TAG TO DMV	104.51
2015	66243	WELLARD, JANE M	ORDER OF PROPERTY TAX COMMISSION	110.51
<b>TOTAL</b>				<b>10,529.70</b>

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** November 30, 2015

**SUBJECT:** County Facilities Expansion Project Ordinance – Revision 5

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Approve the revised Project Ordinance – Revision 5 for the County Facilities Expansion and budget amendment as presented.

**BACKGROUND:**

North Carolina General Statutes authorize the adoption of Capital Project Ordinances for the lifetime of the project. The original Project Ordinance for the County Facilities Expansion Project was approved by the Board on October 5, 2010.

Transfer from County Facilities Expansion project to EMS Operating Equipment to Purchase Laptops Needed for Ambulances

**IMPLEMENTATION PLAN:**

The revised Project Ordinance will be in place for the lifetime of the project.

**FINANCIAL IMPACT STATEMENT:**

The revised Project Ordinance does not change the total amount of funds. It is only moving funds between the expenditure accounts.

**RECOMMENDATION SUMMARY:**

Approve the revised Project Ordinance – Revision 5 for the County Facilities Expansion Project and the budget amendment as presented.

**SUPPORTING ATTACHMENTS:**

County Facilities Expansion Project Ordinance – Revision 5  
Budget Amendment

**County of Moore  
County Facilities Expansion  
Capital Project Ordinance – Revision #5**

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, pursuant to North Carolina General Statute § 159-13.2, the following Capital Project Ordinance is hereby adopted as follows:

Section 1. The Capital Project authorized is the implementation of the Moore County Public Safety Buildings Construction and Renovation Project funded through the issuance of Limited Obligation Bonds Series 2010 and other funds.

Section 2. The officers and staff of this unit are hereby directed to proceed with the project within the terms of any bond documents and the budget contained herein.

Section 3. The following amounts are appropriated for the Moore County Public Safety Buildings Construction and Renovation Project:

	<u>Amount</u>	<u>Increase/Decrease</u>	<u>Revised Amount</u>
Construction Cost	\$26,883,039	\$ -	\$26,883,039
Currie Bld Construction	1,253,000	-	1,253,000
Court Bld Construction	1,448,000	-	1,448,000
Architect – Currie/Court	229,460	-	229,460
IT Server Migration	26,200	-	26,200
General Project Contingency	174,416	(40,000)	134,416
FF&E Currie Building	30,000	-	30,000
FF&E Court Building	10,000	-	10,000
Basic A/E Fees	1,561,726	-	1,561,726
Additional A/E Fees	58,361	-	58,361
Other costs	1,561,702	-	1,561,702
Contingency	56,582	-	56,582
RBC	1,121,478	-	1,121,478
Cost of Issuance	396,573	-	396,573
Transfer to EMS	-	40,000	40,000
<b>Total</b>	<b>\$34,810,537</b>	<b>-</b>	<b>\$34,810,537</b>

The following revenues are anticipated to be available to complete the Moore County Public Safety Buildings Construction and Renovation Project:

	<u>Amount</u>	<u>Increase/Decrease</u>	<u>Revised Amount</u>
Limited Obligation Bonds Proceeds	\$32,207,900	\$ -	\$32,207,900
Local funds	118,028	-	118,028
Sales tax	354,750	-	354,750
Interest	100,580	-	100,580
Transfer from Capital Reserve Fund			
From Governmental projects	2,029,279	-	2,029,279
<b>Total Project Cost</b>	<b>\$34,810,537</b>	<b>-</b>	<b>\$34,810,537</b>

Section 4. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the Trustee, documents and agreements as it relates to the bond, North Carolina General Statutes, federal regulations and any other applicable laws.

Section 5. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests, including those for authorized prior year expenses, will be made to the Trustee in an orderly and timely fashion.

Section 6. The Finance Officer is directed to report, as requested by the Board, on the financial status of each project element listed above and on the total loan revenues received or claimed.

Section 7. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer and Clerk to the Board of Commissioners.

Adopted this 8<sup>th</sup> day of December 2015.

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

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Laura M. Williams  
Clerk to the Board

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety - Transfer from County Facilities Expansion Project to EMS Operating  
Equipment to Purchase Laptops Needed for Ambulances

Revenue	20019056 32956	Transfer from County Facilities Expansion	-	40,000	40,000
Expense	20048000 52602	EMS Operating Equipment	25,000	40,000	65,000

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

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

60003

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Tami Golden, Internal Auditor

**DATE:** November 12, 2015

**SUBJECT:** Resolution Authorizing the Upset Bid Process for "Patterson Lot 8"

**REQUEST:**

Adopt the attached Resolution acknowledging receipt of an offer of \$2,113.50 for certain real property known as "Patterson Lot 8" and authorizing the upset bid process, and authorize the Chairman to sign all necessary documents.

**BACKGROUND:**

On September 1, 2015, certain real property known as "Patterson Lot 8," LRK#10000517, which is located on Substation Road, Eagle Springs, NC, was sold at public auction as the result of a tax foreclosure. The County acquired the property for \$2,113.50, which was the amount of the taxes owed on the property, fees related to the foreclosure, and other related costs paid or incurred by the County of Moore prior to the public auction. Since that time, the County has not used the property and has no intention of using the property.

On November 10, 2015, an offer to purchase "Patterson Lot 8" was received from Mr. James Earl Spencer and Annie Spencer. The offer was in the amount of \$2,113.50.

**IMPLEMENTATION PLAN:**

After adopting the Resolution, the County will begin the upset bid process. The Clerk to the Board will advertise the negotiated offer and upset bid process. The bid process will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners. The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. Closing on the sale of the property will occur within 30 days of approval of the final high offer.

**FINANCIAL IMPACT STATEMENT:**

Selling the property will recover the unpaid taxes and costs related to the foreclosure and acquisition of the property. In addition, selling the property will generate additional property tax revenue for the County.

**RECOMMENDATION SUMMARY:**

Make a motion to adopt the attached Resolution acknowledging receipt of the offer of \$2,113.50 for certain real property known as "Patterson Lot 8" and authorizing the upset bid process, and authorize the Chairman to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

1. Resolution Authorizing the Upset Bid Process for "Patterson Lot 8"
2. Map of Property
3. Public Notice

**RESOLUTION AUTHORIZING THE UPSET BID PROCESS  
FOR "PATTERSON LOT 8"**

WHEREAS, the County of Moore owns certain real property located on Substation Road in Eagle Springs, Moore County, North Carolina, being known and more particularly described as "Patterson Lot 8," LRK# 10000517; and

WHEREAS, the property was subject to a tax foreclosure and sold at public auction on September 1, 2015; and

WHEREAS, the County of Moore acquired the property for \$2,113.50, which was the sum of the amount of taxes owed on the property, fees related to the foreclosure, and other related costs paid or incurred by the County of Moore prior to the public auction; and

WHEREAS, the County of Moore has not used the property since acquiring it and has no intention of using the property; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell real property by negotiated offer and upset bid; and

WHEREAS, the Board of Commissioners acknowledges receipt of an offer from James Earl Spender and Annie Spencer in the amount of \$2,113.50 for the property described above; and

WHEREAS, James Earl Spencer and Annie Spencer have paid the required five percent deposit on their offer.

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

1. The Board of Commissioners authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269; and
2. The Clerk to the Board shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset; and
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of Clerk to the Board within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County; and
4. If a qualifying higher bid is received, the Clerk to the Board shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed

without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners; and

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer; and
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will apply the deposit of the final high bidder towards the purchase of the property; and
7. The terms of the final sale are:
  - The property is sold in its current condition, as is, and the County gives no warranty with respect to usability of the property; and
  - The County must approve the final high bid before the sale is closed; and
  - Closing will occur within 30 days of approval of the final bid at the Office of the Moore County Attorney; and
  - The Buyer is responsible for ad valorem taxes for the current year (non-prorated); and
  - The Buyer must pay with cash, by cashier's check or by certified check at the time of the closing.
8. The County reserves the right to withdraw the property from sale at any time before the final high bid is approved and the right to reject at any time all bids; and
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate county officials are authorized to execute the instruments necessary to convey the property to James Earl Spencer and Annie Spencer.

ADOPTED this 8th day of December, 2015, by the Moore County Board of Commissioners.

COUNTY OF MOORE

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

ATTEST:

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

**PUBLIC NOTICE  
SALE OF COUNTY PROPERTY**

An offer of \$2,113.50 has been submitted for the purchase of certain property owned by the County of Moore, which is known as "Patterson Lot 8," LRK#10000517, which is located on Substation Road in Eagle Springs, Moore County, North Carolina, and more particularly described as follows:

BEING Lot No. 8 of the Martha A. Patterson Estate as shown on a Map made by Ben H. Wood, Registered Land Surveyor, from actual survey and plat dated August 7, 1968. A copy of said survey can be found at Book 314, page 86 of the Moore County Registry.

This description comes from the Register of Deeds, Book 4559, Page 569.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Clerk to the Board, 1 Courthouse Square, Carthage, NC 28327, by 5:00 P.M., December 23, 2015. At that time the clerk to the board shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$2,269.18. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit must be made in cash, by cashier's check, or by certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If the final high bidder refuses at any time to close sale, their deposit will be forfeited to the County.

The process of advertising and accepting upset bids will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners.

The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The County reserves the right to reject at any and all bids at any time.

The buyer must pay with cash, by cashier's check, or by certified check at closing.

Inquiries about the property and the sale may be made to the Clerk to the Board, 1 Courthouse Square, Carthage, NC, or at telephone (910) 947-4006 during normal business hours.

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK

**FIRST BANK**

www.LocalFirstBank.com

**OFFICIAL CHECK**

Branch: 24 30034727

56-456  
501

NOTICE TO CUSTOMERS: THE PURCHASE OF AN PROBABILITY 2008... BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REFUNDED OR RETURNED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

DATE November 10, 2015

REMITTER JAMES EARL SPENCER

PAY ONE HUNDRED SIX AND 00/100

\*\*\*\*\*106.00

MOORE COUNTY TAX DEPARTMENT

TO THE ORDER OF

PURPOSE DEPOSIT

*Richard A. ...*  
AUTHORIZED SIGNATURE

⑈030034727⑈⑈053104568⑈

⑈1041177⑈

I JAMES EARL + ANNIE, do make an offer of  
Print Name SPENCER

\$ 2,113.50 for county property located at

LRK # 10000517 PATTERSON LOT 8.

I have made a bid deposit in the amount of

\$ 2,113.50 Full price deposit \$ 106.00 Jg.

Signature James Earl Spencer  
Date 11-10-15

Print Name JAMES EARL SPENCER  
Address 210 PATERSON ROAD  
EAGLE SPRINGS NC 27242  
Phone # H 910-673-1045  
C 910-639-8609

Deposit Amount 106.00  
Less amount previously deposited 0  
Deposit due 106.00 100 25002 (account #)  
100197 (charge code)

Rec'd Spencer  
11-10-15

**PARID: 10000517**  
**TOWNSHIP: BENSALEM**  
**PATTERSON, MARTHA A**

**CITYNAME: EAGLE SPRINGS**

**SUBSTATION RD**  
**NBHD: 103**  
**ROLL: REAL**

**Parcel**

ParID / PIN: 10000517 / 852700291827  
 Record Type: REAL  
 Tax Year: 2016  
 Tax Jurisdiction: N : EAGLE SPRINGS  
 Township: 01 : BENSALEM

**Owner**

Account Number: 65444500  
 Name: PATTERSON, MARTHA A  
 MCCOY, MARTHA ANN (HRS)  
 Mailing Address: PO BOX 238  
 EAGLE SPRINGS NC 27242

**Legal**

Physical Address: SUBSTATION RD  
 Legal Description 1: PATTERSON LOT 8  
 Zoning: RA  
 Plat Cabinet: 314  
 Slide: 86

**Recorded Transaction**

Date	Book	Page	Sale Price	Validity Code
13-JUN-04	29	330	0	

**Description**

NBHD Code / Name: 103 : ZIONSVILLE  
 Class: RV : RES VACANT  
 Land Use: R00 : RES VACANT  
 Living Units: 0  
 Topography: 4 : ROLLING  
 Location: :  
 Parking: :  
 Traffic: :  
 Utilities: 7 : NONE  
 Restrictions: :  
 Deeded Acres: 3.3  
 Assessed Acres: 2.72  
 VC Notice / VC Date: R : 09-MAR-15

**Field Notes**

Note: SPLIT FROM 41-4-2  
 Number: 3

**Valuation**

Appraised Land: 11,680  
 Appraised Building: 0

Appraised Total:	11,680
Deferred:	0
Exempts/Excluded:	0
Assessed Real:	11,680
Personal:	
Total Assessed:	11,680



STATE OF NORTH CAROLINA  
COUNTY OF MOORE

IN THE GENERAL COURT OF  
JUSTICE SUPERIOR COURT  
DIVISION BEFORE THE CLERK

MOORE COUNTY  
Plaintiff

REPORT OF  
SALE

vs

14 M 426

FILED  
2015 SEP - 1 AM 10:18  
BY MOORE CO. P.S.C.

MARTHA A. PATTERSON, aka MARTHA McKAY  
Aka MARTHA ANN McCOY HRS  
Defendant(s)

Pursuant to the power and authority vested in me as Sheriff under an execution issued in this cause by Honorable Susan Hicks, Clerk of the Superior Court, July 23<sup>rd</sup>, 2015, I offered for sale and sold at public auction for cash to the last and highest bidder the lands described in said execution, and in the manner prescribed by law.

MOORE COUNTY COURT HOUSE, 10:00 am

ON THE 1<sup>ST</sup> DAY of SEPTEMBER, 2015

To County of Moore, the highest bidder

For \$ 2,113.50

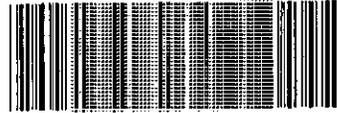
This 1<sup>st</sup> day of September, 2015

Nail Godfrey  
Sheriff of Moore County

Tax Dept.

FOR REGISTRATION REGISTER OF DEEDS  
Judy D. Martin  
Moore County, NC  
October 19, 2015 09:54:27 AM  
Book 4559 Page 568-570  
FEE: \$26.00  
INSTRUMENT # 2015014131

HM



INSTRUMENT # 2015014131

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

SHERIFF'S OFFICIAL DEED

14 M 426

MOORE COUNTY  
PLAINTIFF

Instrument Prepared by:  
Bryan Monroe  
Moore County Sheriff's Office

VS

MARTHA A. PATTERSON, AKA MARTHA MCKAY  
AKA MARTHA ANN MCCOY HRS  
DEFENDANT

THIS DEED, made and entered into this the 21<sup>st</sup> day of September in the year 2015, by and between Neil Godfrey, the duly elected and serving Sheriff of Moore County, North Carolina, party of the first part, and County of Moore, purchaser, party of the second part;

P.O. Box 457  
Carrhage, NC 28327

WITNESSETH:

WHEREAS, an Execution was issued by the Moore County Clerk of Superior Court, North Carolina, upon a judgment docketed in the Superior Court of said county, in a civil action entitled Moore County "vs" Martha A. Patterson aka Martha McKay aka Martha Ann McCoy, 14-M-426 and directed to the Sheriff of Moore County, North Carolina, as Sheriff, requiring said Sheriff to satisfy the judgment out of the personal property of the named Judgment Debtor located within said county and if sufficient personal property could not be located to satisfy the judgment out of the real property owned by the Judgment Debtor on the date the Judgment was docketed or that was acquired at any time after the docketing of the judgment; and;

WHEREAS, the Sheriff or his lawful deputy acting under authority of said Execution did levy upon the hereinafter described real property and did after advertisement and notice as required by state law, offer the same for sale at public

auction at the place designated by the clerk of superior court, to wit: Moore County Court facility in said Moore County, at 10 o'clock a.m. on the 1<sup>st</sup> day of September, in the year 2015.

**WHEREAS**, the said Sheriff or his lawful deputy made a report of said sale to the Clerk of Superior Court of Moore County on the 1<sup>st</sup> day of September, in the year 2015, as required by law; and,

**WHEREAS**, said sale and/or upset bid has remained open for a period of at least ten (10) days since the filing of the report of sale or upset bid and no upset bid has been filed; and,

**WHEREAS**, the Clerk of Superior Court of Moore County has Entered an Order of Confirmation for the sale of real property and directed the said Sheriff or his lawful deputy to prepare and tender to the named purchaser a duly executed official Sheriff's Deed for the property sold; and,

**WHEREAS**, the said party of the second part who was the last and highest bidder has complied with the terms of the sale and paid to the Sheriff or his lawful deputy the amount of \$2,113.50 which is the full amount of his last and highest bid and demanded a deed for said property.

**NOW, THEREFORE**, said party of the first part, the elected and serving Sheriff of Moore County, North Carolina, under authority of said Execution and Sale, and in consideration of the said sum of two thousand one hundred thirteen and 50/100 dollars to him in hand paid, the receipt of which is hereby acknowledged has bargained and sold and by these presents doth bargain, sell, and convey in as full and ample a manner as said party is authorized and empowered to transfer unto said party of the second part and his/her successors and assigns all right, title, interest and estate which the Judgment Debtor Martha Patterson aka Martha McKay aka Martha Ann McCoy., owned in the real property described below on the 30<sup>th</sup> day of October in the year of 2014, or acquired at any time thereafter, in and to the land levied upon and sold as aforesaid, the same tract(s) of land lying and being in Bensalem Township, Moore County, North Carolina, and being more particularly described as follows:

Being Lot No. 8 of the Martha A. Patterson Estate as shown on a Map made by Ben H. Wood, Registered Land Surveyor, from actual survey and plat dated August 7, 1968. A copy of said survey can be found at Book 314, page 86 of the Moore County Registry.

For further reference see Book 29, Page 330.

**TO HAVE AND TO HOLD**, the same to County of Moore, the said party of the second party and his/her successors and assigns in as full and ample a manner as said party of the first part is authorized and empowered to convey the same.

IN TESTIMONY WHEREOF, said party of the first part, elected and serving as Sheriff of Moore County, North Carolina, has hereunto set his hand and seal, the day and year first above written.

Neil Godfrey {SEAL}  
Sheriff of Moore County, NC

NORTH CAROLINA  
COUNTY OF MOORE

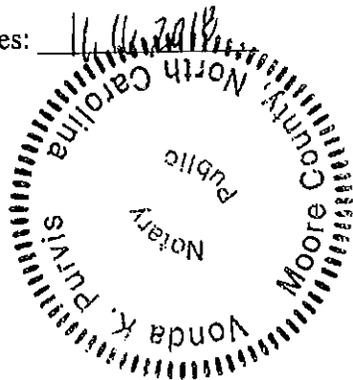
I, Vonda K. Purvis, a Notary Public in and for the said County and State, do hereby certify that Neil Godfrey Sheriff of Moore County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing Sheriff's Official Deed.

WITNESS my hand and notorial seal, this the 21 day of September, in the year of 2015.

Vonda K. Purvis  
Notary Public

{SEAL}

My Commission Expires: 11/11/2018



**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Tami Golden, Internal Auditor

**DATE:** November 16, 2015

**SUBJECT:** Amend the FY15-16 Budget Ordinance, Section 10. Trust and Agency Funds – for the Sheriff’s Department

**REQUEST:**

Consider the attached resolution amending Section 10 of the FY15/16 Moore County Budget Ordinance as follows:

1. Major Ricky Whitaker’s name needs to be removed from the list of persons authorized to sign checks due to his retirement.
2. Authorize Captain Andy Conway as a signer on the Moore County Sheriff’s Department Trust and Agency Civil Fund.
3. Remove the following sentence in Section 10. “Under NCGS 159-14, these funds do not require annual budgets.” This statute is not applicable to this section of the Budget Ordinance.

**BACKGROUND:** None

**IMPLEMENTATION PLAN:**

1. Consider adopting a resolution authorizing the removal of Major Ricky Whitaker as an authorized signer and adding Captain Andy Conway as an authorized signer on Moore County Sheriff’s Department Trust and Agency Civil Fund.
2. Remove the following sentence in Section 10. “Under NCGS 159-14, these funds do not require annual budgets.” This statute is not applicable to this section of the Budget Ordinance.

**FINANCIAL IMPACT STATEMENT:**

None

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached resolution removing the following sentence from Section 10 in the Budget Ordinance, “Under NCGS 159-14, these funds do not require annual budgets” and also removing Major Ricky Whitaker as an authorized signer and adding Captain Andy Conway as an authorized signer on Moore County Sheriff’s Department Trust and Agency Civil Fund due to Major Whitaker’s retirement.

**SUPPORTING ATTACHMENTS:**

Resolution  
Approved Fy15/16 Budget Ordinance - Original

**RESOLUTION TO AMEND SECTION 10. OF THE MOORE COUNTY BUDGET ORDINANCE FOR FISCAL YEAR 2015-2016 TO REPLACE INDIVIDUALS WHO SIGN CHECKS IN TRUST AND AGENCY FUNDS. RICKY WHITAKER, MAJOR IS RETIRING AND WILL BE REPLACED BY ANDY CONWAY, CAPTAIN AND TO REMOVE SUCH LANGUAGE THAT IS NOT APPLICABLE TO SECTION 10 OF THE BUDGET ORDINANCE.**

**WHEREAS**, the Moore County Board of Commissioners require individuals who sign checks in Trust and Agency Funds to be designated Special Deputy Finance Officer for this purpose; and

**WHEREAS**, Major Ricky Whitaker's name needs to be removed from the list of persons authorized to sign checks (due to his retirement); and

**WHEREAS**, the Board hereby declares that the following individuals are authorized to sign checks on the County of Moore Sheriff's Department Trust and Agency Civil Fund:

Neil Godfrey – Sheriff  
Jerrell Seawell – Chief Deputy  
Andy Conway – Captain  
James Furr – Lieutenant  
Lydia Craven – Administrative Asst II  
Vonda Purvis – Administrative Asst II

**WHEREAS**, the Board hereby removes the following sentence in Section 10. "Under NCGS 159-14, these funds do not require annual budgets." This statute is not applicable to this section of the budget ordinance;

**NOW THEREFORE BE IT RESOLVED** that Ricky Whitaker's name be removed from the County of Moore Sheriff's Trust Civil Account as an authorized signer. Further, Andy Conway, Captain will replace Ricky Whitaker, Major as a designated Special Deputy Finance Officer and is authorized to sign checks in the Moore County Sheriff's Department Trust and Agency Civil Fund and removal of the following sentence from Section 10 of the budget ordinance "Under NCGS 159-14, these funds do not require annual budgets".

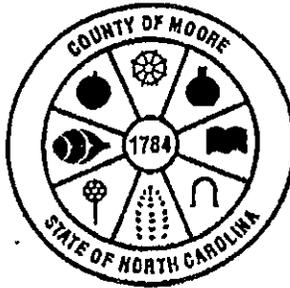
Adopted this 8<sup>th</sup> day of December, 2015.

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Nick Picerno, Chairman  
Moore County Board of Commissioners

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Laura M. Williams, Clerk to the Board



**COUNTY OF MOORE**  
**BUDGET ORDINANCE**  
**FY 2015/2016**

*Final*

**BUDGET ORDINANCE**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET AND SETTING THE TAX RATE FOR THE COUNTY OF MOORE FOR FISCAL YEAR 2015-2016.**

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

WHEREAS, the Moore County Board of Commissioners, following a public hearing as required by law has considered the proposed annual budget for Moore County for the 2015-2016 Fiscal Year,

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

SECTION 1. REVENUES: The following revenues are hereby appropriated for operating the county government for the Fiscal Year beginning July1, 2015 and ending June 30, 2016:

**GENERAL FUND BUDGET SUMMARY**

**Revenues:**

Property Taxes	\$55,023,789
Privilege License	\$0
Rental Vehicle Tax	\$45,000
Sales Tax	\$15,700,000
ABC Revenues	\$607,000
Interest Income	\$145,000
Transfers In	\$210,000
Departmental Revenues and Fees	\$7,443,313
Child Support Enforcement	\$651,192
Social Services	\$7,891,610
Public Health	\$766,161
Other Grants	\$681,166
Aging	\$828,957
Appropriated Fund Balance	<u>\$00</u>
<b>TOTAL REVENUES</b>	<b>\$89,993,188</b>

SECTION 2. EXPENDITURES: The following expenditures are appropriated to the General Fund and other funds as described in sections 6 through 18 for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016:

Expenditures

General Government	
Governing Body	\$156,408
Administration	\$432,331
Human Resources	\$249,827
Finance	\$650,900
County Attorney	\$691,169
Tax	\$1,636,412
Board of Elections	\$608,757
Register of Deeds	\$1,326,564
Information Technology	\$1,439,453
Property Management	<u>\$4,353,876</u>
TOTAL	\$11,545,697
PUBLIC SAFETY	
Sheriff	\$6,108,349
Detention Center	\$3,786,232
Day Reporting Center	\$116,820
Youth Services	\$93,874
Animal Operations	\$853,455
Emergency Management/E-911	<u>\$1,304,137</u>
TOTAL	\$12,262,867
Environmental and Community Development	
Solid Waste	\$2,087,496
Planning and Community Development	\$967,658
Geographic Information Systems	\$292,595
Cooperative Extension Service	\$273,897
Soil and Water Conservation Service	<u>\$217,000</u>
TOTAL	\$3,838,646

Human Services	
Child Support Enforcement	\$630,501
Veterans Services	\$173,326
Aging/RSVP/Senior Center	\$1,396,993
Social Services	\$11,403,439
Public Health	<u>\$3,778,096</u>
TOTAL	\$17,382,355
Cultural Development	
Library	\$551,808
Parks and Recreation/Youth Development	<u>\$604,541</u>
TOTAL	\$1,156,349
Education	
Public School Current Expense	\$26,265,140
Public School Capital	\$750,000
Public School Digital Learning	\$750,000
Public Schools Debt Service-Principal	\$3,379,554
Public School Debt Service-Interest	\$1,883,510
Community College Current Expense	\$4,265,064
Community College Capital Reserve Transfer	\$92,254
Community College Debt Service-Principal	\$1,145,448
Community College Debt Service-Interest	<u>\$543,669</u>
TOTAL	\$39,074,637
Grants/Court Facility Costs/Non-Departmental	\$1,580,710
Transfers	
Airport Enterprise Fund	<u>.00</u>
TOTAL	\$1,580,710
Debt Service – County (excluding Education)	<u>\$3,151,927</u>
TOTAL EXPENDITURES	\$89,993,188

### SECTION 3. AD VALOREM TAX LEVY

A. There is hereby levied for Fiscal Year 2015-2016, an ad valorem tax on all property having a situs in Moore County as listed for taxes as of January 1, 2015, at a rate of forty-six and five tenths (46.5 cents) per \$100 dollars of assessed value of such property, pursuant to and in accordance with the Machinery Act, Chapter 105 of the NC General Statutes and other applicable laws.

B. There is hereby levied for Fiscal Year 2015-2016, an unified fire tax rate on all property having a situs in the Moore County Fire Protection Service District at a rate of eight (.08 cents) per \$100 dollars of assessed value of such property in Moore County which is attached to and made a part of this ordinance.

C. There is hereby levied for Fiscal Year 2015-2016, an Emergency Medical Service Advanced Life Support Tax on all property within such emergency service district, as listed for property taxes as of January 1, 2015, at a rate of two cents (.02 cents) per one hundred dollars (\$100) of assessed value of such property, pursuant to and in accordance with the Machinery Act found in Chapter 105 of the North Carolina General Statutes and other applicable laws. Such tax can be used solely for the purpose of providing Emergency Medical Services.

### SECTION 4. LEVY OF OTHER TAXES

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

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

#### A. AUTHORIZED TRANSFER OF APPROPRIATIONS

1. The Budget is adopted at the Fund level and the County Manager is hereby authorized to transfer appropriations between funds under the conditions listed below:
2. The County Manager may transfer appropriations between departments within a Fund without limitation, but shall report them to the Board of Commissioners.
3. The County Manager may transfer amounts up to \$50,000 between funds and these transfers must be reported to the Board of Commissioners in an itemized report. Any amount \$50,000 and above must have the approval of the Board of Commissioners.

## B. CONTRACTING LIMITATION

1. Any Appropriations for land and new buildings included in this ordinance may be obligated only after approval of the Board of Commissioners.
2. The County Manager or his designee is authorized to obligate through the necessary agreements, contracts, grant agreements, purchase orders or other such documents, funds included in this budget ordinance up to \$50,000 for the following purposes:
  - a. Initiate grant agreements to public and non-profit agencies;
  - b. Leases of routine business equipment;
  - c. Consultant, professional, and/or maintenance service agreements;
  - d. Purchase of apparatus, supplies, construction, repair work, and materials where formal bids are not required by state law or county policies;
  - e. Agreements for the acceptance of State and Federal grant funds.

## C. OTHER MATTERS

1. All fees, commissions, and sums paid to or collected by any County official, officer, or agent for any service performed by said official, officer or agent in his/her official capacity shall inure to the benefit of the County and are considered County funds.
2. The Health Director is hereby authorized to execute necessary agreements within the Health Operational Fund up to \$50,000 in accordance with State law and County policies. The Health Director is to notify the County Manager and provide a copy of any such agreements authorized in this paragraph no later than the next work day. Any amount \$50,000 and above must have the approval of the Board of Commissioners unless the Board of Commissioners authorizes the Health Director to approve the necessary agreements.
3. A Designee of the Chief Finance Officer is hereby designated as a Deputy Finance Officer for purposes of pre-audit functions pursuant to Chapter 159 of the NC General Statutes.
4. In accordance with Article V of the North Carolina Constitution, the County Manager shall require the following prior to releasing public funds to other governmental agencies or private groups:
  - a. The activity to be funded is for a public purpose
  - b. The activity to be funded is one the County is authorized to undertake or for which the County has specific statutory authorization to fund
  - c. Through appropriate means, the County maintains some degree of control over the funds provided through this ordinance to governmental agency or private group.

5. The County Manager is authorized to disburse the Moore County Fire Protection Service District tax revenues up to and including the amount approved in this ordinance by the Board of Commissioners. The balance, if any, will be held by the County as a capital reserve for future equipment purchases for the Fire Protection Service Districts.

**SECTION 6. ENTERPRISE FUNDS**

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

Water Pollution Control Plant	\$4,340,898
Public Utilities	\$9,478,648
East Moore Water District	\$1,557,900

**SECTION 7. INTERNAL SERVICE FUNDS**

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

Self-Insurance Risk Management Fund	\$8,541,217
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**SECTION 8. SPECIAL REVENUE FUNDS**

Annual Special Revenue Funds:

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

The Emergency Medical Services Fund budget for FY 2016 is \$6,432,470

**B. 911 TELEPHONE SYSTEM FUND**

The E911 Telephone System budget for FY 2016 is \$413,395

**C. TRANSPORTATION SERVICES FUND**

The Transportation services budget for FY 2016 is \$1,062,386

**D. SOIL & WATER CONSERVATION DISTRICT**

The Soil & Water District budget for FY2016 is: \$21,918

E. Fire Protection Service District-The County accounts for the collection and distribution of property taxes on the assessed valuation of taxable property, as listed for taxes as of January 1, 2015, for special districts as listed attached hereto and made a part of this ordinance. The tax rate and appropriations shown on the Fire Protection Service District have been determined by the County in conjunction with the various fire department representatives, as necessary for the operation of their fire departments for FY 2016.

Fire Protection Service District Budget	\$3,331,664
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F. CAPITAL RESERVE FUNDS

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

1. Capital Reserve for Governmental Projects
2. Capital Reserve for Debt Service
3. Capital Reserve for Enterprise Projects
4. Capital Reserve for Capital Projects for Moore County Schools
5. Capital Reserve for Debt Service for Moore County Schools
6. Capital Reserve for Capital Projects for Sandhills Community College
7. Capital Reserve for Debt Service for Sandhills Community College

G. MULTI-YEAR SPECIAL REVENUE GRANTS FUND

SECTION 9. COMPONENT UNIT FUNDS

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

Convention and Visitors Bureau \$1,494,570

Airport Authority \$3,883,142

**SECTION 10. TRUST and AGENCY FUNDS**

The County maintains various trust funds. Under NCGS 159-14, these funds do not require annual budgets. Trust and Agency Funds are identified as:

A. Social Services and Sheriff Department Trust Funds-These two departments must maintain certain funds in their respective departments for daily operation. These funds do not require an annual budget. The following funds are authorized:

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

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

- Neil Godfrey - Sheriff
- Jerrell Seawell - Chief Deputy
- Ricky Whitaker - Major
- James Furr - Lieutenant
- Lydia Craven - Administrative Asst II
- Vonda Purvis - Administrative Asst II

**SECTION 11. CAPITAL PROJECTS BUDGETS**

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

- Community Development Block Grant Projects
- Airport County Capital Projects

School Lottery and ADM Projects  
Local School and College Bond Projects  
County Facilities Expansion Capital Project  
Emergency Communication Narrow Banding Project  
Interceptor Sewer Rehab Project  
Edgewood Terrace Water Main Project  
Water Pollution Control Plant Expansion and Upgrade  
2010 Limited Obligation Bond Public Utilities Project  
Midland Road Waterline Upgrade Project  
Vass Wastewater System Improvement Project  
Lift Station 3-4 Replacement Project  
2013 Water Sources Project  
Public Works Capital Project

**SECTION 12. TEN YEAR CAPITAL PROJECT PLAN**

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

**SECTION 13. MOORE COUNTY PUBLIC SCHOOLS**

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

**SECTION 14. SANDHILLS COMMUNITY COLLEGE**

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

**SECTION 15. DUAL SIGNATURES ON CHECKS**

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

SECTION 16. FINANCIAL REPORTING

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

SECTION 17. RESERVES FOR ENCUMBRANCES

The reserves for encumbrances as of June 30, 2015 and carry over appropriations representing prior commitments as of that date shall be re-appropriated pursuant to NCGS 159-13 to the departments within the various funds unless excluded by the County Manager. Expenditures against these encumbrances may be made during fiscal year 2015-2016 as the previous commitments are satisfied.

SECTION 18. FEE SCHEDULE

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

SECTION 19. INVALID OR UNCONSTITUTIONAL PORTIONS OF THIS ORDINANCE

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

SECTION 20. EFFECTIVE DATE

That this ordinance shall be in full force and effect on July 1, 2015.

Adopted this 16 day of June, 2015:



Nick Picerno, Chairman

Moore County Board of Commissioners

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** November 20, 2015

**SUBJECT:** Request to hold a closeout public hearing for the 2012 Scattered Site Housing CDBG

**PRESENTER:** Tim Emmert  
Planning Supervisor

**REQUEST:**

This is a request to hold a Public Hearing on December 8, 2015 at 5:30 pm to solicit public participation relative to the intention of the county to close out its 2012 Scattered Site Housing CDBG.

**BACKGROUND:**

The 2012 Scattered Site Housing Community Development Block Grant (CDBG) program application was approved for submittal by the Board of Commissioners in October 2012. The application was approved and a grant agreement for the program was approved by the board in June 2013. The County requested a release of program funds in August 2013. In November 2013 the Division of Community Assistance (DCA) made program funds available to the County. Between December 2013 and March 2014 staff secured contracts for services required under this program.

In its application the County committed to serving four low income homeowners. Between April 2014 and September 2015 staff facilitated the substantial rehabilitation of five income-qualified homes. The homes were located in Southern Pines (2), Taylortown (2) and Aberdeen (1).

The closeout process consists of the call to public hearing held on November 17<sup>th</sup>, the public hearing, a monitoring visit by DCA (as yet not scheduled), and the submission of documents (attached) related to the closeout.

**IMPLEMENTATION PLAN:**

Hold the public hearing.

**FINANCIAL IMPACT STATEMENT:**

No matching funds were committed to this program

**RECOMMENDATION SUMMARY:**

None required.

**SUPPORTING ATTACHMENTS:**

Closeout documents including copy of advertising.

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
DIVISION OF COMMUNITY ASSISTANCE  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CLOSEOUT PERFORMANCE REPORT**

**Cover Sheet**

Grantee Name: Moore County Grant Number: 12-C-2425

Grantee Address: 1048 Carriage Oaks Dr. PO Box 905 Carthage, NC 28327

1. Citizens' Written Comments. (Attach the following three items unless each item was previously submitted to DCA, in which case they may be incorporated by reference.)

- a. A copy of each written citizen comment, which was received during the reporting period on the grantee's community development performance under this grant;
- b. The grantee's assessment of the comment; and
- c. A description of any action taken or to be taken in response to the comment as required by 4 NCAC 19L .1002.

2. The grantee's authorized official representative must certify the following:

- a. To the best of his/her knowledge and belief, data in this report is true and correct;
- b. The records described in 4 NCAC 19L .0911 are being maintained and will be made available upon request; and
- c. In accordance with Section 101(c)(9) of the Housing and Community Development Act of 1974, the assistance made available under this CDBG grant is not substantially reducing, below the level of support prior to start-up of the CDBG grant reported here, the amount of local financial support for community development activities.

Nick Picerno

Chairman-Moore County BOC

Typed Name of Chief Elected Official/Authorized Representative

Title

Signature of Chief Elected Official/Authorized Representative

Date

**Preparer Information**

Name: Stephanie Cormack

Address: 1048 Carriage Oaks Dr. PO Box 905 Carthage, NC 28327

Telephone Number: 910-947-5010

Email Address: [scormack@moorecountync.gov](mailto:scormack@moorecountync.gov)



## DIVISION OF COMMUNITY ASSISTANCE

### *CDBG Closeout Forms*

<b>Grantee</b>	Moore County
<b>Grantee Address</b>	1048 Carriage Oaks Dr. PO Box 905 Carthage, NC 28327
<b>Grant Number</b>	12-C-2425
<b>Project Name</b>	2012 Scattered Site Housing
<b>1st Project Number</b>	C1
<b>2nd Project Number</b>	
<b>3rd Project Number</b>	
<b>Period</b>	
<b>Authorized Representative</b>	
<b>Name</b>	Nick Picerno
<b>Title</b>	Chairman-Moore County BOC
<b>Preparer of Information</b>	
<b>Name</b>	Stephanie Cormack
<b>Address</b>	1048 Carriage Oaks Dr. PO Box 905 Carthage, NC 28327
<b>Telephone Number</b>	910-947-5010
<b>Email Address</b>	scormack@moorecountync.gov
<b>Property acquired with CDBG funds?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**NORTH CAROLINA DEPARTMENT OF COMMERCE  
CDBG FINAL PERFORMANCE REPORT**

GRANT NO. 12-C-2425

PROJECT NO. C1 Period:

**USE OF PROGRAM INCOME PAGE**

1 Anticipated Program Income	2 Actual Program Income Received	3 Program Income Expended	4 Expended On Activity Name	5 Expended On Activity Code
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Will grantee exceed \$25,000 in Program Income during the next 12 months? YES \_\_\_ NO X

What is the approximate date for exceeding \$25,000 in Program Income? N/A

# PROPERTY DISPOSITION REPORT

Property	(1) Description	(2) Date Acquired	(3) Acquisition Cost	(4) % CDBG Participation	(5) Current Use	(6) Proposed Use/Disposition
I. Real	N/A	N/A	N/A	N/A	N/A	N/A
II. Nonexpenda ble Personal	N/A	N/A	N/A	N/A	N/A	N/A
III. Expendable Personal	N/A	N/A	N/A	N/A	N/A	N/A

Grantee	<u>Moore County</u>	Activity Name	<u>Administration</u>
Grant Number	<u>12-C-2425</u>	Project:	<u>2012 Scattered Site Housing</u>
Acct Number	<u>1060</u>		<u>C1 X</u>
Activity Code	<u>13</u>		<u>L1</u>
Budgeted	<u>\$22,500.00</u>	Expended	<u>\$20,580.67</u>

	<b>Proposed</b>	<b>Actual</b>
Linear Feet		
Properties		
Units, Dwelling		
<b>Households by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%		
Very Low Income Households <30%		
<b>Total Households</b>	<u>0</u>	<u>0</u>
<b>Persons by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%		
Very Low Income Households <30%		
<b>Total Persons</b>	<u>0</u>	<u>0</u>
Jobs		
Micro Enterprise		
Female Head of Household		
<b>Hispanic</b>		
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		
<b>Non-Hispanic</b>		
American Indian or Alaska native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		

Grantee	Moore County	Activity Name	Rehabilitation, Private
Grant Number	12-C-2425	Project:	2012 Scattered Site Housing
Acct Number	1042		C1 X
Activity Code	9A		L1
Budgeted	\$202,500.00	Expended	\$200,559.72

	Proposed	Actual
Linear Feet		
Properties	5	5
Units, Dwelling		
<b>Households by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%	5	4
Very Low Income Households <30%	0	1
<b>Total Households</b>	<b>5</b>	<b>5</b>
<b>Persons by percentage of HUD Median Family Income Levels</b>		
Above Moderate Income Households > 80%		
Moderate Income Households 51-80%		
Low Income Households 30-50%		10
Very Low Income Households <30%		1
<b>Total Persons</b>	<b>0</b>	<b>11</b>
Jobs		
Micro Enterprise		
Female Head of Household		5
<b>Hispanic</b>		
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		
<b>Non-Hispanic</b>		
American Indian or Alaska native		
Asian		
Black or African American		11
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native & White		
Asian & White		
Black or African American & White		
American Indian or Alaska Native & Black or African American		
Other Multi-Racial		

## CERTIFICATE OF COMPLETION

1. Grantee: Moore County

2. Grant Number: 12-C-2425

3. Project Name: 2012 Scattered Site Housing

4. Project Number: C1

5. Final Statement of Costs				
Program Activity Categories (a)	To Be Completed by Recipient		Total Costs (Col. b + c) (d)	To Be Completed by DOC
	Paid Costs (b)	Unpaid Costs (c)		Approved Total Costs (e)
	a. Acquisition	\$0.00		\$0.00
b. Disposition	\$0.00		\$0.00	
c. Public facilities and improvements				
(1) Senior and handicapped centers	\$0.00		\$0.00	
(2) Parks, playgrounds and recreation facilities	\$0.00		\$0.00	
(3) Neighborhood facilities	\$0.00		\$0.00	
(4) Solid waste disposal facilities	\$0.00		\$0.00	
(5) Fire protection facilities and equipment	\$0.00		\$0.00	
(6) Parking facilities	\$0.00		\$0.00	
(7) Street improvements	\$0.00		\$0.00	
(8) Flood and drainage improvements	\$0.00		\$0.00	
(9) Pedestrian improvements	\$0.00		\$0.00	
(10) Other public facilities	\$0.00		\$0.00	
(11) Sewer improvements	\$0.00		\$0.00	
(12) Water improvements	\$0.00		\$0.00	
d. Clearance activities	\$0.00		\$0.00	
e. Public services	\$0.00		\$0.00	
f. Relocation assistance	\$0.00		\$0.00	
g. Construction, rehab. and preservation activities				
(1) Construction or rehab. of com. & indust. bldgs.	\$0.00		\$0.00	
(2) Rehabilitation of privately owned buildings	\$200,559.72		\$200,559.72	
(3) Rehabilitation of publicly owned buildings	\$0.00		\$0.00	
(4) Code enforcement	\$0.00		\$0.00	
(5) Historic preservation	\$0.00		\$0.00	
h. Development financing				
(1) Working capital	\$0.00		\$0.00	
(2) Machinery and equipment	\$0.00		\$0.00	
i. Removal of architectural barriers	\$0.00		\$0.00	
j. Other activities	\$0.00		\$0.00	
<b>k. Subtotal</b>	\$200,559.72		\$200,559.72	
l. Planning	\$0.00		\$0.00	
m. Administration	\$20,580.67		\$20,580.67	
<b>n. Total</b>	\$221,140.39		\$221,140.39	
o. Less: Program Income Applied to Program Costs			\$0.00	
<b>p. Equal: Grant Amount Applied to Program Costs</b>	\$221,140.39		\$221,140.39	

6. Computation of Grant Balance		
Description (a)	To Be Completed By Recipient	To Be Completed By DOC
	Amount (b)	Approved Amount (c)
(1) Grant Amount Applied To Program Costs (From Line p)	\$221,140.39	
(2) Estimated Amount For Unsettled Third - Party Claims		
(3) Subtotal	\$221,140.39	
(4) Grant Amount Per Grant Agreement	\$ 225,000.00	
(5) Unutilized Grant To Be Canceled (Line 4 Minus Line 3)	\$ 3,859.61	
(6) Grant Funds Received	\$ 221,140.39	
(7) Balance of Grant Payable (Line 3 Minus Line 6)*		

\* If Line 6 exceeds Line 3, enter the amount of the excess on Line 7 as a negative amount. This amount shall be repaid to DOC by check, unless DOC has previously approved use of these funds.

**7. Program Income**

a) Amount of existing program income:                     \$0.00                    

b) Amount of anticipated program income:                     \$0.00                    

c) If program income exists or is anticipated, describe the proposed application(s):

Not Applicable

**8. Unpaid Costs and Unsettled Third Party Claims**

Are there any unpaid costs or unsettled third party claims against the recipient's grant? Type "yes" or "no."                     No                      
 If yes, in the box below describe the circumstances and amounts involved.

**9. Remarks (For DOC Use Only)**

Please note that all financial records, supporting documents and other records pertinent to the community development program must be retained for a minimum of five (5) years from the date of this letter.

This grant is closed pending receipt and approval of your final audit by Division of Community Assistance (CA).

Town

City

County

**10. Certification of Recipient**

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Date	Typed Name and Title of Recipient's Authorized Representative	Signature of Recipient's Authorized Representative
	<p align="center">Nick Picerno <small>(Name)</small></p> <p align="center">Chairman-Moore County BOC <small>(Title)</small></p>	<p align="center">√ _____</p>

**11. DOC Approval**

This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$ \_\_\_\_\_, less \$ \_\_\_\_\_ previously authorized for cancellation (from Section 6, line 6, page 1).

Date	Typed Name and Title of DOC Authorized Representative	Signature of DOC's Authorized Representative
	<p>Richard B. Self Director</p>	<p align="center">√ _____</p>

MOORE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT  
FY 2012 CDBG SCATTERED SITE HOUSING PROGRAM

NOTICE OF CLOSEOUT PUBLIC HEARING

Notice is hereby given that the Moore County Board of Commissioners will conduct a public hearing at 5:30 pm on December 8, 2015 in the Commissioner's Boardroom located on the 2<sup>nd</sup> floor of the Historic Courthouse in Carthage, North Carolina.

The purpose of this hearing is to review the budget and activities accomplished through the FY12 Community Development Block Grant (CDBG) for Moore County's Scattered Site Housing Program. The activities are completed and the Moore County Board of Commissioners is in the process of closing out the grant. Initial award amount of \$225,000 consists of housing rehabilitation of five (5) households scattered throughout the jurisdiction. Cost of activities under this program totaled \$221,140.39 and this amount was dedicated to benefitting low-and-moderate income persons in Moore County including the areas of Southern Pines, West End, Taylortown and Aberdeen.

Citizens will also be given the opportunity to provide oral and written comment on Moore County's use of CDBG funds. CDBG program information is publicly available by request at the Moore County Planning Department located at 1048 Carriage Oaks Drive in Carthage, NC. Interested persons may present their views orally or in writing at the public hearing or in writing prior to the hearing by communicating with Mr. Tim Emmert of Moore County Planning Department at 1048 Carriage Oaks Drive, Carthage, NC. Within ten (10) calendar days of receipt of comments a response will be provided. All citizens of Moore County are invited to attend and participate in the public hearing. Persons with disabilities are requested to contact the Planning Department in advance to ensure appropriate accommodations are made.

This information is available in Spanish or any other language upon request. Please contact Tim Emmert at 910/947-5010 TTY: 800/735-2962 or at 1048 Carriage Oaks Drive, Carthage, North Carolina for language accommodations. Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Tim Emmert al 910/947-5010 o en 1048 Oaks Drive Carthage, North Carolina de alojamiento para esta solicitud.

*Please publish the above in the non-legal (display) section of The Pilot for 1-day only On Sunday, November 22<sup>nd</sup>.*

Please send **Invoice and Affidavit of Publication to:**

Stephanie Cormack  
Moore County Planning Dept.  
PO Box 905  
Carthage, NC 28327

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Bryan Phillips

**DATE:** November 13, 2015

**SUBJECT:** Advanced Life Support Equipment Purchase / Lease Agreement

**REQUEST:**

1. Make a motion to do all of the following upon final approval of the County Attorney and Chief Financial Officer: (1) award the bid (RFP#: 2016-04) to U.S Bancorp Government Leasing and Finance Inc.; (2) authorize Moore County to enter into a purchase contract not to exceed \$355,043.83 for the purchase of Zoll X Series Advanced Life Support equipment; and (3) authorize the Chairman to sign all associated documents. (Approval must be given by both the County Attorney and CFO for all three items.
2. Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**BACKGROUND:**

Moore County Emergency Medical Services is in critical need of new cardiac Monitor/Defibrillators with 12 lead, NIBP, Pulse Oximetry, and Capnography capabilities.

Our current Zoll Monitor/Defibrillator equipment is ten plus years old and were factory upgraded approximately 5 years ago to meet the new Advanced Life Support standards. All the equipment is now out of warranty and we have seen major equipment problems in the recent past. We had this equipment on the capital replacement plan and were purchasing one per year for the last three years; however we have added additional services to the citizens each year which has not allowed the replacement of any of the older out of warranty equipment.

We will be lease/purchasing twelve (12) “new” Zoll X Series units and maintaining our three (3) “current” Zoll X Series units for a total of fifteen (15) total. This purchase allows all our units to be of the newest technology and accomplish equipment standardization.

**IMPLEMENTATION PLAN:**

The Zoll X Series Advanced Life Support equipment will be purchased off of a Federal Supply Schedule Group Purchase Program as approved by the Moore County Attorney and Finance Officer.

A Formal Bid was issued following the Moore County Finance Department policies for the lease financing of the equipment. Two responsive bids were received.

**FINANCIAL IMPACT STATEMENT:**

Moore County EMS will use the budgeted amount within its operational budget to make the lease payments on an annual basis.

**RECOMMENDATION SUMMARY:**

1. Make a motion to do all of the following upon final approval of the County Attorney and Chief Financial Officer: (1) award the bid (RFP#: 2016-04) to U.S Bancorp Government Leasing and Finance Inc.; (2) authorize Moore County to enter into a purchase contract not to exceed \$355,043.83 for the purchase of Zoll X Series Advanced Life Support equipment; and (3) authorize the Chairman to sign all associated documents. (Approval must be given by both the County Attorney and CFO for all three items).

2. Make a motion to approve the attached Budget Amendment and allow the Chairman to sign all associated documents pending the Moore County Attorney and Finance Officer approval.

**SUPPORTING ATTACHMENTS:**

Bid Tabulation

Contract

Budget Amendment

**COUNTY OF MOORE  
BID TABULATION  
RFP 2016-04 CAPITAL LEASE FINANCING SERVICES**

<b>VENDOR</b>	<b>INTEREST RATE (60 MTH TERM)</b>	<b>TOTAL PAYMENT</b>
US Bancorp	1.88%	\$355,043.83
Med One Capital Funding LLC	5.950%	\$398,125.00

# Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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EMS - Capital Lease for the new cardiac Monitor/Defibrillators with 12 lead, NIBP, Pulse Oximetry and Capnography capabilities.

Revenue	20019000 32903	Capital Lease Proceeds	0	355,044	355,044
Expense	20048055 55905	Capital Outlay	71,009	355,044	426,053

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

Agenda Item: X. B.  
Meeting Date: 12/8/2015

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Denise Brook, HR Director

**DATE:** October 21, 2015

**SUBJECT:** Health Benefit Plan Summary Plan Description

**PRESENTER:** Denise Brook

**REQUEST:**

Request the Board of Commissioners authorize the County Attorney, the County Manager and the Human Resources Director to make changes to the Summary Plan Description (SPD) as necessary to stay in compliance with applicable laws or to clarify terminology, limitations and exclusions of the Plan.

**BACKGROUND:**

The SPD summarizes the benefits and limitations of the County's Health Plan (Plan). It outlines the requirements for being covered under the Plan, the provisions concerning termination of coverage, a description of the Plan benefits (including limitations and exclusions), cost sharing, the procedures to be followed in submitting claims for benefits and remedies available for appeal of claims denied. The SPD will occasionally require revisions for compliance with applicable laws or to clarify terminology, limitations and exclusions. The SPD does not contain information on Plan design or employee contribution amounts.

**IMPLEMENTATION PLAN:**

Effective immediately

**FINANCIAL IMPACT:**

None

**RECOMMENDATION SUMMARY:**

Request the Board of Commissioners make a motion authorizing the County Attorney, the County Manager and the Human Resources Director to make changes to the Summary Plan Description (SPD) as necessary for compliance with applicable laws and/or to clarify terminology, limitations and exclusions of the Plan.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Public Works Director  
**DATE:** November 16, 2015  
**SUBJECT:** Property Exchange with the Village of Pinehurst  
**PRESENTER:** Randy Gould

**REQUEST:**

This is a request for the Moore County Board of Commissioners to approve the attached Warranty Deed transferring property shown as Area A on the attached plat map from the County to Pinehurst. In addition, the Board is requested to accept the attached Warranty Deed transferring property shown as Area B on the plat map from Pinehurst to the County. The transfer to the County also includes various utility easements from the Village to the County.

**BACKGROUND:**

The County of Moore owns a tract of land situated in the Village of Pinehurst, which is known as "Tract 5" and which is immediately north of other County-owned property. The tract is approximately 4,986 sq. ft. (.11 acres) and valued at \$22,890 according to the County's tax records.

The Village would like to exchange Tract 5 for a portion of the property adjacent to the east side of the County-owned lot south of Tract 5. The Village's tract will be approximately 4,986 sq. ft. (.11 acres) and has a calculated value of approximately \$18,886 (total tract size is 2.86 acres and valued at \$471,900 according to the County's tax records).

Pursuant to NCGS § 160A-274, the County and Village are permitted to exchange real property upon the approval of their respective governing body.

**IMPLEMENTATION PLAN:**

None.

**FINANCIAL IMPACT STATEMENT:**

None.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the Warranty Deed transferring the property shown as Area A on the plat map from the County of Moore to the Village of Pinehurst and to accept the Warranty Deed transferring the property shown as Area B on the plat map from the Village of Pinehurst to the County of Moore and to accept the utility easements upon Village property. Finally, authorize the Chairman to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

1. Maps of Property Lines Prior to and After the Exchange
2. Warranty Deed from the County of Moore to the Village of Pinehurst
3. Warranty Deed from the Village of Pinehurst to the County of Moore



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Prepared by and Return to: Office of the Moore County Attorney, P. O. Box 905, Carthage, NC 28327

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WARRANTY DEED

NORTH CAROLINA  
MOORE COUNTY

THIS WARRANTY DEED (hereinafter this "Deed") is made this the \_\_\_\_ day of \_\_\_\_\_, 2015, from the County of Moore, a political subdivision of the State of North Carolina, whose address is P.O. Box 905, Carthage, NC 28327, hereinafter referred to as GRANTOR, to the Village of Pinehurst, a body corporate and politic of the State of North Carolina, whose address is 395 Magnolia Rd., Pinehurst, NC 28374, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT GRANTOR, for and in consideration of the certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto GRANTEE, its successors and assigns, all that certain lot, track or parcel of land situated in Mineral Springs Township, Moore County, North Carolina and being a portion of land of GRANTOR as recorded in Book 4055, Page 266, LRK 20120216, at the Moore County Public Registry, said land is being identified as "Area A" as shown on a plat attached hereto and incorporated herein by reference as Exhibit "A" and being more particularly described as follows:

BEGINNING at a found one inch iron pin 12 inches below ground level which is located South 54 degrees 22 minutes 45 seconds East 138.88 feet from a set no. 5 rebar which is flush with the ground, which is located South 01 degrees 54 minutes 00 seconds West 89.05 feet from a 3/8 inch iron pin which was found 9 inches below ground, which is located South 34 degrees 55 minutes 13 seconds East 145.49 feet from a found one inch iron pin which is set 2 inches below ground and which is located North 75 degrees 36 minutes 19 seconds East 320.31 feet from a 5/16 set iron pin at bent iron 4 inches below ground which is a control corner that has NAD 83 NC Grid coordinates of N = 527844.55 feet, E =

1859465.52 feet with a combined factor of .99985504; thence from said BEGINNING POINT and with the line of the lands of Moore County (see Deed Book 1556, Page 98, Moore County Public Registry), North 54 degrees 22 minutes 45 seconds West 118.45 feet to an unmarked point on the old line; thence with a new line, North 59 degrees 30 minutes 43 seconds East 92.08 feet to an unmarked point; thence South 08 degrees 19 minutes 54 seconds East 116.94 feet to the point and place of BEGINNING and containing 4986 square feet.

This conveyance is made subject to utility easements, other easements, and restrictive covenants of record that are enforceable against the real property hereby conveyed.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the said Grantee in fee simple; subject, however, to the exceptions, reservations and conditions hereinabove referred to.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested to by the Clerk to the Board of Commissioners.

COUNTY OF MOORE

Attest:

\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

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

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, \_\_\_\_\_, Notary Public of the County and State aforesaid, certify that Laura M. Williams personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Moore and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, Nick J. Picerno, sealed with its seal and attested to by her as the Clerk to the Board.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



---

Prepared by and Return to: Office of the Moore County Attorney, P. O. Box 905, Carthage, NC 28327

---

WARRANTY DEED

NORTH CAROLINA  
MOORE COUNTY

THIS WARRANTY DEED (hereinafter this "Deed") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, from the Village of Pinehurst, a body corporate and politic of the State of North Carolina, whose address is 395 Magnolia Rd., Pinehurst, NC 28374, hereinafter referred to as GRANTOR, to the County of Moore, a political subdivision of the State of North Carolina, whose address is P.O. Box 905, Carthage, NC 28327, hereinafter referred to as GRANTEE.

WITNESSETH:

THAT GRANTOR, for and in consideration of the certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto GRANTEE, its successors and assigns, all that certain lot, track or parcel of land situated in Mineral Springs Township, Moore County, North Carolina and being a portion of land of GRANTOR as recorded in Book 737, Page 336, LRK 00024680, at the Moore County Public Registry, said land is being identified as "Area B" as shown on a plat attached hereto and incorporated herein by reference as Exhibit "A" and being more particularly described as follows:

BEGINNING at an iron rod set which is located South 79 degrees 00 minutes 14 seconds West 70.51 feet from a concrete monument found which is the northeast corner of the Village Chapel, Inc. tract (see Deed Book 532, Page 24, Moore County Public Registry); thence from said BEGINNING POINT and with the line of the lands of Village Chapel, Inc., South 79 degrees 00 minutes 14 seconds West 25.94 feet to a concrete monument found which is the northwest corner of the said Village Chapel, Inc. tract; thence leaving the lands of the Village Chapel, Inc. and with the line of the Moore County tract (see Deed Book 1556, Page 98, Moore County Public Registry) North 08 degrees 17 minutes 09

seconds West 205.34 feet to an iron pipe found; thence with a new line South 54 degrees 25 minutes 46 seconds East 35.97 feet to an iron rod set; thence with a new line South 08 degrees 16 minutes 42 seconds East 179.19 feet to the point and place of BEGINNING and containing 4,986 square feet.

This conveyance is made subject to utility easements, other easements, and restrictive covenants of record that are enforceable against the real property hereby conveyed. Specifically conveyed by Grantor to Grantee are certain utility easements identified as "Easement A," "Easement B," and "Easement C," as shown on a plat attached hereto and incorporated herein by reference as Exhibit "B"

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the said Grantee in fee simple; subject, however, to the exceptions, reservations and conditions hereinabove referred to.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by the Mayor of the Village of Pinehurst and attested to by the Village Clerk.

VILLAGE OF PINEHURST

Attest:

\_\_\_\_\_  
Nancy Roy Fiorillo  
Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk

(SEAL)

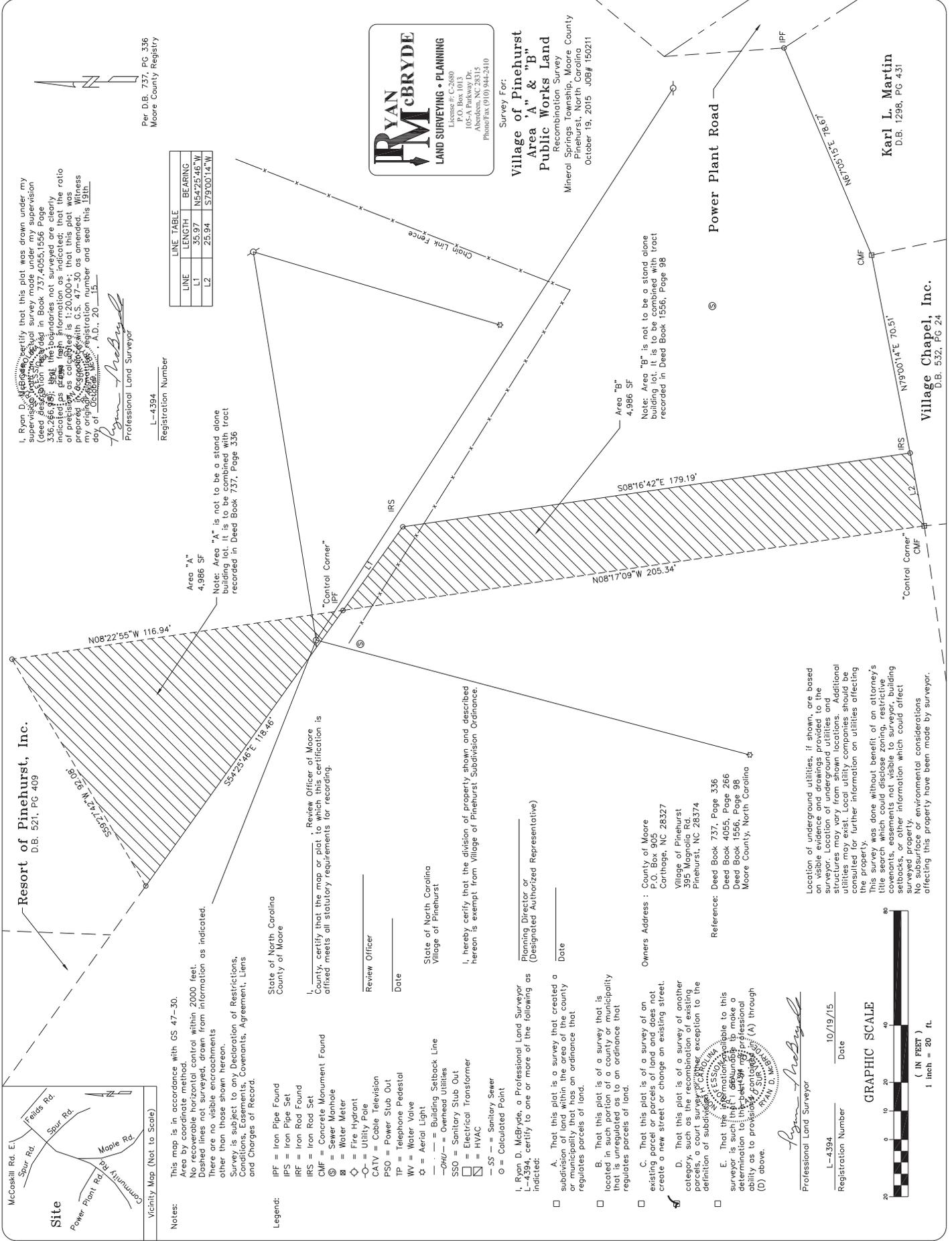
STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, \_\_\_\_\_, Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the Village Clerk for the Village of Pinehurst and that by authority duly given, and as the act of the Village Council, the foregoing instrument was signed in its name by its Mayor, Nancy Roy Fiorillo, sealed with its seal and attested to by him/her as the Village Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



I, Ryan D. McBryde, certify that this plat was drawn under my supervision and that the actual survey made under my supervision (deed description) is recorded in Book 737, 4055, 1556 Page 336, 266, 98. That the boundaries not surveyed are clearly indicated as such. I have read the information as indicated, that the ratio of the area to the area of the whole tract is as indicated. Witness my original signature and seal this 19th day of October, A.D., 2015.

*Ryan D. McBryde*  
Professional Land Surveyor  
Registration Number L-4394

LINE	LENGTH	BEARING
L1	35.97	N54°25'46\"/>
L2	25.94	S79°00'14\"/>

Note: Area "A" is not to be a stand alone building lot. It is to be combined with tract recorded in Deed Book 737, Page 336

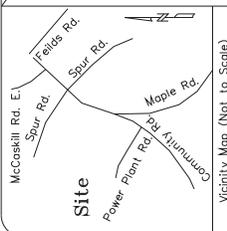
**RYAN MCBRYDE**  
LAND SURVEYING • PLANNING  
License # C-26800  
P.O. Box 1013  
105-A Parkway Dr.  
Aberdeen, NC 28315  
Phone/Fax (719) 944-2410

Survey For:  
**Village of Pinehurst**  
**Area "A" & "B"**  
Recombination Survey  
Mineral Springs Township, Moore County  
Pinehurst, North Carolina  
October 19, 2015 JOB# 150211

**Karl L. Martin**  
D.B. 1298, PG 431

**Village Chapel, Inc.**  
D.B. 532, PG 24

**Resort of Pinehurst, Inc.**  
D.B. 521, PG 409



**Notes:**  
This map is in accordance with GS 47-30.  
Area by coordinate method.  
No recoverable horizontal control within 2000 feet.  
Dashed lines not surveyed, drawn from information as indicated.  
There are no visible encroachments other than those shown herein.  
Survey is subject to any Declaration of Restrictions, Conditions, Easements, Covenants, Agreement, Liens and Charges of Record.

**Legend:**  
IPF = Iron Pipe Found  
IPS = Iron Pipe Set  
IRF = Iron Rod Found  
IRS = Iron Rod Set  
CMF = Concrete Monument Found  
SM = Sewer Manhole  
WM = Water Meter  
WH = Water Valve  
FH = Fire Hydrant  
UP = Utility Pole  
CATV = Cable Television  
PSO = Power Stub Out  
TP = Telephone Pedestal  
WV = Water Valve  
OL = Overhead Light  
OWU = Overhead Utilities  
SSO = Sanitary Stub Out  
ET = Electrical Transformer  
HVAC = HVAC  
SS = Sanitary Sewer  
C = Calculated Point

I, \_\_\_\_\_, Review Officer of Moore County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_  
Date \_\_\_\_\_  
State of North Carolina  
Village of Pinehurst

I, hereby certify that the division of property shown and described hereon is exempt from Village of Pinehurst Subdivision Ordinance.

Planning Director or Designated Authorized Representative \_\_\_\_\_  
Date \_\_\_\_\_

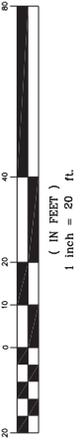
**Owners Address:** Courty of Moore  
P.O. Box 905  
Cortage, NC 28327  
Village of Pinehurst  
3000 Pinehurst Dr.  
Pinehurst, NC 28374

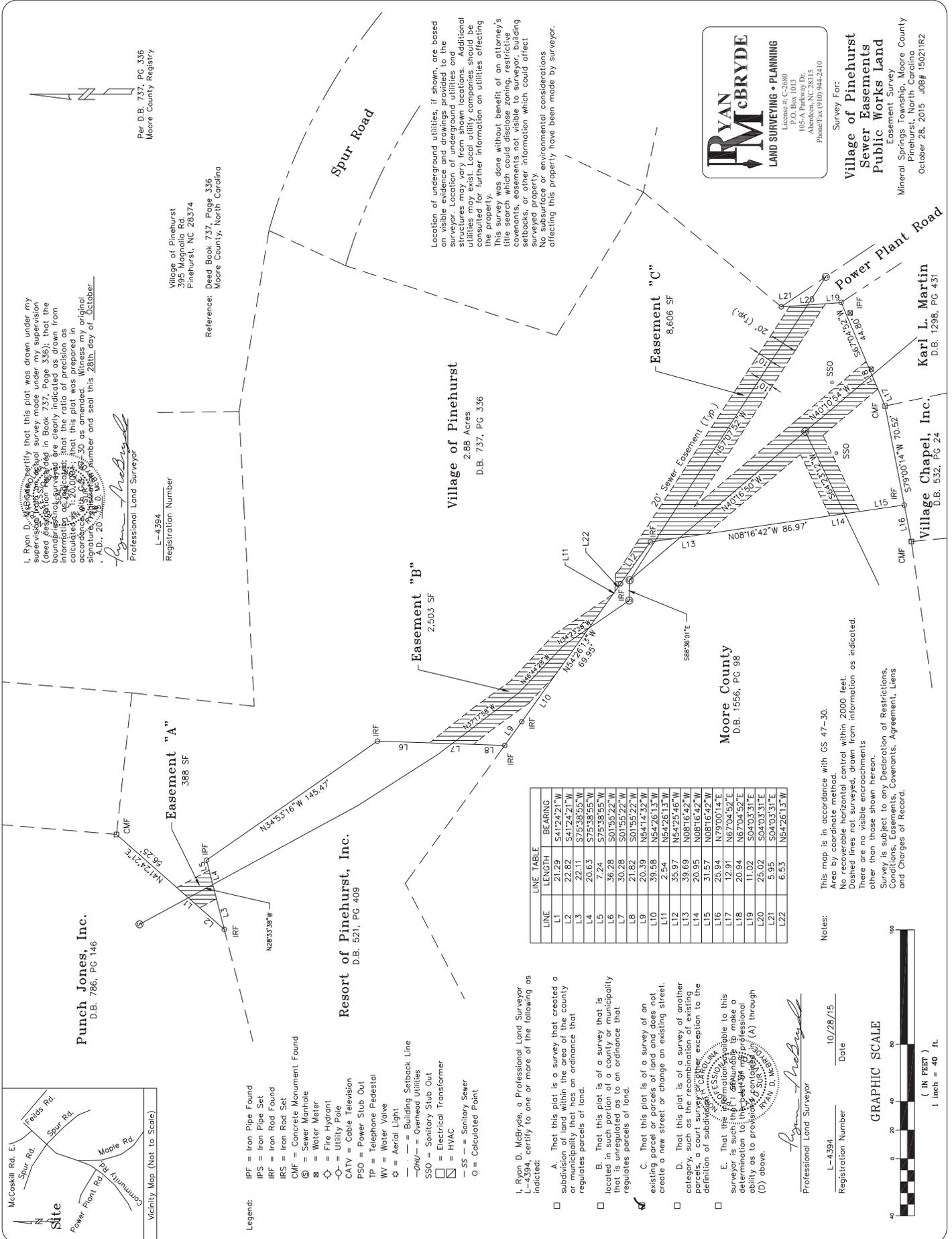
**Reference:** Deed Book 737, Page 336  
Deed Book 4055, Page 266  
Deed Book 1556, Page 98  
Moore County, North Carolina

Location of underground utilities, if shown, are based on visible evidence and drawings provided to the surveyor. Location of underground utilities and additional utilities may exist. Local utility companies should be consulted for further information on utilities affecting the property.  
This survey was done without benefit of an attorney's title search which could disclose zoning, restrictive covenants, easements not visible to surveyor, building setbacks or other information which could affect surveyed property.  
No subsurface or environmental considerations affecting this property have been made by surveyor.

*Ryan D. McBryde*  
Professional Land Surveyor  
Registration Number L-4394  
Date 10/19/15

**GRAPHIC SCALE**  
( IN FEET )  
1 inch = 20 ft.





I, Ryan D. McBryde, do hereby certify that this plat was drawn under my personal supervision and that I am a duly Licensed Professional Land Surveyor (Deed Book 737, Page 336); that the boundaries shown on this plat were clearly indicated as drawn from information as indicated; that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 160A-155.0 as amended. Witness my original signature and seal this 28th day of October, A.D. 2015.

*Ryan D. McBryde*  
Professional Land Surveyor  
L-4394  
Registration Number

Village of Pinehurst  
395 Magnolia Rd.  
Pinehurst, NC 28374  
Reference: Deed Book 737, Page 336  
Moore County, North Carolina

Resort of Pinehurst, Inc.  
D.B. 521, PG 409

Village of Pinehurst  
2.88 Acres  
D.B. 737, PG 336

Moore County  
D.B. 1556, PG 98

Village Chapel, Inc.  
D.B. 532, PG 24

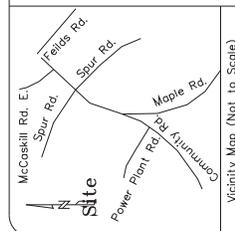
Karl L. Martin  
D.B. 1298, PG 431

**RYAN MCBRYDE**  
LAND SURVEYING • PLANNING  
L.P. Box 1013  
105-A Parkway Dr.  
Aberdeen, NC 28315  
Phone/Fax (910) 944-2410

Survey For:  
**Village of Pinehurst**  
**Sewer Easements**  
**Public Works Land**  
Easement Survey, Moore County  
Mineral Springs Township, Moore County  
NC  
October 28, 2015 JOB# 15021P2

Professional Land Surveyor  
*Ryan D. McBryde*  
L-4394  
Registration Number  
10/28/15  
Date  
GRAPHIC SCALE  
( IN FEET )  
1 inch = 40 ft.

Location of underground utilities, if shown, are based on visible evidence and drawings provided to the surveyor. The location of underground utilities and structures may vary from shown locations. Additional utilities may exist. Local utility companies should be consulted for further information on utilities affecting the property.  
This survey was done without benefit of an attorney's review and is not intended to constitute an opinion on legal matters, easements of visible surface structures, setbacks, or other information which could affect surveyed property.  
No subsurface or environmental considerations affecting this property have been made by surveyor.



Per D.B. 737, PG 336  
Moore County Registry

**Agenda Item:** X. D.  
**Meeting Date:** 12/8/2015

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** December 8, 2015

**SUBJECT:** Bar Rake Purchase Award

**REQUEST:**

MOTION TO: Approve and award the purchase of a bar rake to Aqualitec in the amount not to exceed \$131,000 and authorize the Chairman to sign.

**BACKGROUND:**

An Invitation for Formal Bids (IFB) was issued October 22, 2015 for a bar rake for the Water Pollution Control Plant. The bar rake will replace an out of service bar screen. The bar rake will prevent costly repairs and compliance issues by cleaning trash and debris from the wastewater entering the plant. Aqualitec was the only bidder to respond on November 3, 2015.

**IMPLEMENTATION PLAN:**

MOTION TO: Award purchase of a bar rake to Aqualitec.

**FINANCIAL IMPACT STATEMENT:**

This project is a capital item. Purchase order not to exceed \$131,000 for Fiscal Year 2015-2016.

**RECOMMENDATION SUMMARY:**

MOTION TO: Award and approve the purchase of a bar rake to Aqualitec in the amount not to exceed \$131,000 and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Invitation for Formal Bids  
Contract

**COUNTY OF MOORE  
NORTH CAROLINA**

**INVITATION FOR FORMAL BIDS**

ISSUE DATE: **October 22, 2015**

IFB#: **2016-04**

TITLE: **BAR RAKE**

ISSUING DEPARTMENT:

**County of Moore Financial Services  
Attn: Terra Vuncannon  
206 S. Ray Street  
P. O. Box 905  
Carthage, NC 28327**

**Sealed Bids** will be received until **4:00 p.m., Tuesday November 3, 2015** from qualified vendors for a Bar Rake for the County of Moore Water Pollution Control Plant. **A Pre-Bid Meeting will be held at 10:00 am Tuesday October 27, 2015 at the Water Pollution Control Plant, 1094 Addor Rd. Aberdeen, NC 28315.**

All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Coordinator  
P.O. Box 905  
206 S. Ray Street  
Carthage, NC 28327  
(910) 947-7118 (Telephone)  
(910) 947-6311 (Fax)  
tvuncannon@moorecountync.gov**

**Sealed Bids shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.**

**In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(typed)

By: \_\_\_\_\_  
(signed)

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## INSTRUCTIONS TO BIDDERS

1. **Sealed Bids shall be submitted to the Issuing Department- Attn: Terra Vuncannon and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Formal Bid. The County of Moore (County) reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The County reserves the right to award to one or more vendors. Nothing in this Bid Document is intended to be or will be construed an exclusive agreement between the County and the Bidder. Both parties remain free to enter into similar agreements with third parties. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of industry standard quality. No remanufactured, refurbished or used goods will be accepted.
3. After the Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to [tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov). All questions concerning this Formal Bid shall reference the section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 3:00 pm Wednesday October 28, 2015. NO EXCEPTIONS.** This includes any request for substitution or "or equal" items. All addenda pertaining to this Bid will be posted on the County website at [www.moorecountync.gov](http://www.moorecountync.gov) within 24 – 48 business hours after the deadline for questions. **It is the bidder's responsibility to check the website for the addenda.**
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bid shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned with the bid.**

5. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted shall be held firm, and no bids may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as specific and appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The bidder shall not represent itself to be an agent of the County.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the Bidder/contractor must make the materials to be audited available within one (1) week of the request for them.
13. All Bidders must complete and submit the Vendor Application Form with their proposal package. This information will be used to create or update the County's Vendor file.
14. Bidders are cautioned that this is a formal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

15. Bids will be tabulated, evaluated and a recommendation presented to the County Manager and/or County of Moore Board of Commissioners for their approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Bidder(s). Any contract cancellation shall not relieve the Bidder(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
18. **Bids in one (1) original and two (2) copies will be received from each bidder in a sealed envelope or package.** Each original shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.
19. Upon receipt by Moore County Financial Services, your Bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Bid opening, your Bid may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Bid, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Bidder has designated as a trade secret. Any Bidder that designates its entire Proposal as a trade secret may be disqualified.

21. Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition the Provider shall maintain, at its expense, the following minimum insurance coverage:

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

**20. The following must be included in the Bid Packet to be considered a responsive bid:**

**Signed Bid Form**

**Notarized Non-Collusion Affidavit**

**Notarized E-verify Affidavit**

**Vendor Form (including three references)**

**W-9 Form**

**ALL required documents within the Specifications for the project**

## **SPECIFICATIONS**

### **BACKGROUND:**

The County of Moore Water Pollution Control Plant is seeking to replace the current bar screen with a bar rake. Permitted flow is 10 MGD. Average daily flow is under 5 MGD. A storm event could range from 10-15 MGD. The County will do the install with the vendor technician on-site. The fixed stairs should be able to be relocated if necessary for installation.

### **SECTION: WASHER/COMPACTOR AND APPURTENANCES**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. Provide and test Washer/Compactor, explosion proof motor, controls and appurtenances as indicated and specified.
- B. The Washer/Compactor and control panels shall be a complete factory manufactured. System must be compatible with 4-20 milliamp signal.

##### **1.2 REFERENCES SPECIFICATIONS, CODES, AND STANDARDS**

- 1. American Gear Manufacturers Association (AGMA)
- 2. National Electrical Manufacturers Association (NEMA)
- 3. Underwriters Laboratory (UL)

##### **1.3 SUBMITTALS**

- A. Submit the following shop drawings with the bid response:
  - 1. Certified shop and erection drawings. Manufacturer shall submit files of the proposed equipment in the capacity, size, and arrangement as indicated and specified.
  - 2. Drawings showing materials of construction, thicknesses, operating and maintenance envelope and assembly weight.
  - 3. Shop drawing data for accessory items.
  - 4. Operating and maintenance instructions and parts lists.
  - 5. Listing of reference installations as specified with contact names and telephone numbers.
  - 6. List of recommended spare parts other than those specified.

7. Gear reducer data including service factor, efficiency, torque rating and materials.
  8. Schematic control and power wiring diagrams including interconnecting and internal wiring diagrams.
  9. Control panel drawings.
  10. Equipment weight and lifting points for installation and removal purposes.
  11. Number, size and weight of pieces shipped.
  12. Vendor shall provide warranty information.
- B. The following will be provided after the bid is awarded:
1. Shop and field testing procedures, set up and equipment to be used.
  2. Manufacturer's product data.
  3. Material Certification
    - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated.
  4. Vendor shall provide detailed assembly instructions.

#### 1.4 SPARE PARTS

- A. Spare parts shall be provided and shall be interchangeable with similar parts installed.
1. Spare parts:
    - a. One (1) set of explosion proof solenoid valve.
    - b. Three (3) sets of nozzles.
  2. One set of all special tools required.
  3. Spare parts shall be available within 150 miles radius from owner.

#### 1.5 QUALITY ASSURANCE

- A. Equipment specified shall be the product of one (1) manufacturer.

- B. Owner shall obtain the Washer/Compactor, explosion proof motor and appurtenances from the manufacturer, as a complete and integrated package to insure proper coordination and compatibility and operation of the system.
- C. Equipment specified shall be manufacturer's standard cataloged product and modified to provide compliance with the drawings, specifications and the service conditions specified and indicated.
- D. Equipment manufacturer shall have a sale representative company with an office within 150 miles from the client. Sale representative company shall have spare parts available in the office.
- E. Shop tests as specified.
- F. Service of a factory-trained technician shall be provided and specifically trained on type of equipment specified.

Service technician shall be present on site for all items listed below:

1. Installation supervision.
  2. Functional testing: calibrate, check alignment and perform a functional test.
  3. Field performance testing.
  4. Training: field operation and maintenance instruction including all materials, slides, videos and handouts.
  5. Any additional time required of the factory trained service technician to assist in placing the equipment in operation at no additional cost to the owner.
- G. Factory welding shall use shielded arc, inert gas, TIG method.
  - H. All stainless steel subassemblies shall be acid passivated after welding for corrosion resistance and to provide a superior surface finish. The passivation shall be done by using an acid passivation paste in the weld and heat-affected areas and spray-on acid solutions elsewhere. After passivation, the weldments shall be thoroughly rinsed with clean water and allowed to air dry.

## PART 2 - PRODUCT

### 2.1 SYSTEM DESCRIPTION

- A. Washer/Compactor shall be installed as specified and indicated.

- B. Service: Washer/Compactor shall reduce the volume of screenings. The volume reduction shall be at least 50% and shall have a dry solid concentration of at least 30%.
- C. Screenings shall enter in the inlet hopper and shall be conveyed by the shaftless auger into the washing zone.
- D. The captured solids shall be compacted, dewatered and discharged.
- E. Interface:
  - 1. Room for inspection, adjustment and repair shall be provided.

## 2.2 MANUFACTURERS

- A. Approved Manufacturer.

## 2.3 WASHER/COMPACTOR CONSTRUCTION

### A. General

- 1. Screenings shall be conveyed by a shaftless auger that operates in the forward direction. Then, the captured solids shall be compacted, dewatered and discharged in a container.

### B. Inlet Hoper

- 1. The inlet hopper shall direct screenings material from the conveyor into the transport tube. The gap between the inlet hopper and the conveyor discharge chute shall be no larger than 1/4" in order to keep a perfect odor control. The inlet hopper shall be made of type 304L stainless steel.

### C. Transport tube

- 1. The transport tube shall be made of type 304L stainless steel.
- 2. High-density polyethylene (HDPE) shall cover the transport tube to avoid wear.
- 3. The easily adjustable compression gate shall allow the screenings to be compacted and a perforated sheet strainer to dewater the screenings.

### D. Discharge Chute

1. The discharge chute shall be made of type 304L stainless steel and designed in conformance with the applicable safety standards. The inspection cover shall have an easy access to the wear parts.

#### E. Auger

1. The shaftless auger shall be made of alloy steel with a protective polyurethane coating.

#### F. Spray Bars

1. The wash zone shall include a spray wash system to wash organic residue from screenings.
2. The spray bars shall activate during the screw rotation in order to increase the washing efficiency.
3. The Washer/Compactor shall be directed by a timer. During peak loading conditions, the frequency of compaction and washing shall be adjusted.
4. Two (2) explosion proof solenoid valves shall be located on the top of the Washer/Compactor to allow spray bars to work properly on the transport tube and on the perforated sheet strainer.

#### G. Perforated sheet strainer

1. The drainage trough shall be a perforated inlet area that capture screenings and allows liquid to drain.

#### H. Adjustable feet

1. Feet shall be adjustable in order to fit every structure.

#### I. Anchor Bolts, Bolts and Nuts

1. Bolts, nuts, lock washers shall be of type 304L stainless steel.
2. Anchor bolts type shall be of type 304L stainless steel.

## 2.4 DRIVE SYSTEM

One (1) explosion proof motor shall be provided.

A. Motor:

1. The Washer/Compactor assembly shall be driven by an electric motor. The motor shall be TEFC, UL rated for operation in Class 1, Div 1 environment.
2. Rating: 480V, 3-ph, 60 Hertz.
3. Motor shall operate without overheating at the speeds specified and indicated.
4. Motor shall have high temperature thermal overloads for motor winding high temperature and high motor brake temperature.

2.5 CONTROLS AND INSTRUMENTATION

- A. All controls shall be provided for the fully automatic operation of the Washer/Compactor. The Washer/Compactor shall be factory wired so that the electrician is only required to make the electrical connections to the control panel and from the control panel to a junction box at the Washer/Compactor.
- B. Control panel shall UL listed and manufactured in the United States.
- C. The Washer/Compactor shall be furnished with a complete control system housed in an enclosure complying with the specific requirements:
- 1- Design Local control panel shall be delivered to jobsite, prewired ready for installation.
  - 2- Control panel: NEMA 4X stainless steel.
  - 3- Power Requirements: 480 Volt, 60 Hz, 3-Phase.
  - 4- Motor Requirements: 1.5 Hp.
  - 5- Explosion proof emergency stop button.
  - 6- Unit shall be controlled manually, on timer or with an ultrasonic water level.
- D. The local control panel plus other accessories shall perform the functions of:
- 1- Circuit breaker:
    - a. Motor starters.
    - b. Control power transformer.
    - c. Obstruction alarm.
- E. The following controls shall be provided with the control panel:
- 1- Reversing motor starter for the motor.
  - 2- START, STOP and RESET pushbutton.
  - 3- HAND-OFF-REVERSE selector switch.

## 2.6 SHOP TESTING

- A. Explosion proof motor shall be shop testing.
- B. Control panel shall be shop testing:
  - a. Test all functions and alarms of the control panel.
- C. Washer/Compactor shall be shop testing:
  - a. The Washer/Compactor shall be completely factory assembled and inspected prior to shipment.

## 2.7 SERVICE

- A. Field technician shall be available for field services within a 150 miles radius from the client.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. All installed items shall be in accordance with shop drawings and manufacturer instructions with no exceptions.
- B. Manufacturer shall furnish four copies of operation and maintenance manuals which shall be retained at the installation site to assist plant operators.

### 3.2 FIELD TESTING

- A. Field testing shall not be conducted without a procedure with no exceptions noted, calibration certificates for all testing equipment, and a completed and signed pretesting check list.
- B. After installation, inspection, operation, testing and adjustment of the equipment, a manufacturer's field service technician shall conduct performance test for the unit in presence of the owner to determine its ability to deliver its rated capacity under specified conditions.
- C. Make all adjustments necessary to place equipment in specified working order at time of above tests.

## **SECTION: MECHANICALLY CLEANED SCREEN AND APPURTENANCES**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Provide and test mechanically cleaned screen, explosion proof motor, controls and appurtenances as indicated and specified.
- B. The screen and control panels shall be a complete factory manufactured.

#### **1.2 REFERENCES SPECIFICATIONS, CODES, AND STANDARDS**

- 1. American Gear Manufacturers Association (AGMA)
- 2. National Electrical Manufacturers Association (NEMA)
- 3. Underwriters Laboratory (UL)

#### **1.3 SUBMITTALS**

- A. Submit the following shop drawings with the bid response:
  - 1. Certified shop and erection drawings. Manufacturer shall submit files of the proposed equipment in the capacity, size, and arrangement as indicated and specified.
  - 2. Drawings showing materials of construction, thicknesses, operating and maintenance envelope and assembly weight.
  - 4. Hydraulic calculations verifying compliance to the design criteria.
  - 5. Shop drawing data for accessory items.
  - 6. Operating and maintenance instructions and parts lists.
  - 7. Listing of reference installations as specified with contact names and telephone numbers.
  - 8. List of recommended spare parts other than those specified.
  - 9. Special tools.
  - 10. Gear reducer data including service factor, efficiency, torque rating and materials
  - 11. Schematic control and power wiring diagrams including interconnecting and internal wiring diagrams.

12. Control panel drawings.
13. Equipment weight and lifting points for installation and removal purposes.
14. Number, size and weight of pieces shipped.
15. Vendor shall provide warranty information.

B. The following will be provided after the bid is awarded:

1. Manufacturer's literature as needed to supplement certified data.
2. Shop and field testing procedures, set up and equipment to be used.
3. Manufacturer's product data.
4. Material Certification
  - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated.
5. Vendor shall provide detailed assembly instructions.

#### 1.4 SPARE PARTS

A. Spare parts shall be provided and shall be interchangeable with similar parts installed.

1. Spare parts:
  - a. Two (2) straps.
  - b. Two (2) sets of rake wheels.
  - c. One (1) set of slack sides bushing.
  - d. One (1) set of top detection bushing.
2. One (1) set of all special tools required.
3. Spare parts shall be available within 150 miles radius from owner.

#### 1.5 QUALITY ASSURANCE

A. Equipment specified shall be the product of one (1) manufacturer.

- B. Owner shall obtain the screens, explosion proof motor and appurtenances from the mechanically cleaned screen manufacturer, as a complete and integrated package to insure proper coordination and compatibility and operation of the system.
- C. Equipment specified shall be manufacturer's standard cataloged product and modified to provide compliance with the drawings, specifications and the service conditions specified and indicated.
- D. Equipment manufacturer shall have a sale representative company with an office within 150 miles from the client. Sale representative company shall have spare parts available in the office.
- E. Shop tests as specified.
- F. Service of a factory-trained technician shall be provided and specifically trained on type of equipment specified.

Service technician shall be present on site for all items listed below:

1. Installation supervision.
  2. Functional testing: calibrate, check alignment and perform a functional test.
  3. Field performance testing.
  4. Training: field operation and maintenance instruction including all materials, slides, videos and handouts.
  5. Any additional time required of the factory trained service technician to assist in placing the equipment in operation at no additional cost to the Owner.
- G. Factory welding shall use shielded arc, inert gas, TIG method.
  - H. All stainless steel subassemblies shall be acid passivated after welding for corrosion resistance and to provide a superior surface finish. The passivation shall be done by using an acid passivation paste in the weld and heat-affected areas and spray-on acid solutions elsewhere. After passivation, the weldments shall be thoroughly rinsed with clean water and allowed to air dry.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Screening system capacities and operating data shall be indicated in the mechanically cleaned screen schedule.
- B. Screen shall be installed in the channel as specified and indicated.
- C. Service: Screen raw wastewater (95%) and septage receiving station debris (5%)
- D. Screen shall discharge to a compactor.
- E. The screen shall be capable of operating with the screen 50 percent blinded
- F. Mechanically cleaned screen shall be front-clean, back-discharge, and installed in the existing channel.
- G. Mechanically cleaned screen with submerged bearings that require regular maintenance are not acceptable.
- H. Mechanically cleaned screen with an inclination different from 90<sup>0</sup> is not acceptable.
- I. Submerged moving sprockets are not acceptable.
- J. Multiple rake technology is not acceptable.
- K. The screen technology shall be straight bars. Perforated screen basket is not acceptable.
- L. Interface:
  - 1. Room for inspection, adjustment and repair shall be provided.

## 2.2 MANUFACTURERS

- A. Approved Manufacturer.

## 2.3 SCREEN CONSTRUCTION

- A. General

- 1. Screen: Shall mechanically front-clean and back-discharge.
- 2. Mechanically-cleaned screen shall be front cleaning since the shovel rake

shall remove debris from the upstream side of the screen.

3. The maximum upstream water level shall not exceed 5.28' on a 50% reduction of the screen's free open-area. The screen shall be capable of processing the peak flow without exceeding the maximum upstream water level based on a 50% reduction of the screen's free open-area.
4. Screenings shall be discharged on the downstream side of screen through discharge chute to compactor.

**B. Frame**

1. Frame: Shall be constructed of type 304L stainless steel.
2. The side frames shall be suitably reinforced to support all loads imposed on the mechanism during operation, installation, assembly, or transportation.
3. Anchor support frames onto the operating floor shall be of type 304L stainless steel hardware.
4. Screen frame shall be supplied in three (3) pieces.
  - a. Screen manufacturer representative shall approve screenframe field assembly.
5. Screen Enclosure: screen shall be fully enclosed above the operating floor with hinged access door.

**C. Bar Rack and Baseplate**

1. Material: Shall be of type 304L stainless steel.
2. The bar screen shall consist of rectangular 304L stainless steel bars.
3. The bar screen shall be firmly fastened at top and bottom.
4. Bar spacing shall be as specified. Provide screens accurately constructed to provide a clear spacing of 3/8" (10 mm) between the bars.
5. The bars shall be straight and cover the full equipment width. The point of discharge from the bar screen shall be 3' – 11" and screenings shall be discharged into a conveyor.

**D. Dead Plate**

1. Bar screens shall have a dead plate and stiffeners construct of type 304L stainless steel with a minimum thickness of  $\frac{1}{8}$ " (3 mm).
2. The dead plate shall be  $\frac{1}{8}$ " thick constructed of type 304L stainless steel plate and extends from the top of the bar screen to the point of discharge.

E. Discharge Chute

1. A discharge chute shall be added to divert screenings from screen to self-dumping hopper.
2. Material: shall be of type 304L stainless steel, minimum thickness of  $\frac{1}{8}$ ".

F. Single Shovel Rake

1. The debris shall be removed from the bar screen by a 304L stainless steel single shovel rake assembly designed to mesh with the bar screen.
4. The single shovel rake shall consist of type 304L stainless steel teeth that penetrate completely the bar screens.

G. Scraper

1. A scraper assembly shall be installed to assist removing the debris from the shovel rake.
2. The scraper shall be type of 304L stainless steel and high-density polyethylene (HDPE) and shall penetrate completely in the shovel rake to insure effective debris removal.

H. Side Seals

1. To prevent bypass around the sides of the unit, seals shall be mounted on the upstream face of the screen and on each side of the unit.
2. The seals shall be secured in place by backing plates and constructed of type 304L stainless steel.

I. Anchor Bolts, Bolts and Nuts

1. Bolts, nuts, lock washers shall be of type 304L stainless steel.
2. Anchor bolts type shall be of type 304L stainless steel.

J. Drive Mechanism

1. The single shovel rake shall be mounted on one (1) sturdy strap resistant to any chemical agents and frost.
2. A pulley shall be used to transmit a rotational motion.
3. The strap shall be capable of lifting no less than 1,000 pounds.
4. The single shovel rake shall be guided by two (2) high-density polyethylene (HDPE) wheels
5. Two (2) inductive proximity sensors shall be placed at the top of the equipment to command the sense of rotation.
6. The gravity and the weight of the shovel rake shall insure the closing motion.

K. Overload Protection

1. A sensor torque overload protection device shall stop the screen and start an alarm.
  - a. Contacts for screen failure shall be provided.

2.4 DRIVE SYSTEM

One (1) explosion proof motor shall be provided.

A. Motor:

1. The rake assembly shall be driven by an electric motor. The motor shall be TEFC, UL rated for operation in Class 1, Div 1 environment.
2. Rating: 480V, 3-ph, 60 Hertz.
3. Motor shall operate without overheating at the speeds specified and indicated.
4. Motor shall have high temperature thermal overloads for motor winding high temperature and high motor brake temperature.
5. Motor shall have a sufficient capacity to start and operate screen at 50 percent blinded without exceeding nameplate ratings for current and power and without operating in the service factor.

2.5 CONTROLS AND INSTRUMENTATION

- A. All controls shall be provided for the fully automatic operation of the screen. The screen shall be factory wired so that the electrician is only required to make the electrical connections to the control panel and from the control panel to a junction box at the screens.
- B. Control panel shall be UL listed and manufactured in the United States.
- C. The mechanically cleaned bar screen shall be furnished with a complete control system housed in an enclosure complying with the specific requirements:
  - 1- Design Local control panel shall be delivered to jobsite, prewired ready for installation.
  - 2- Control panel: NEMA - Stainless steel.
  - 3- Power Requirements: 480 Volt, 60 Hz, 3-Phase.
  - 4- Motor Requirements: 1.0 Hp.
  - 5- Explosion proof emergency stop button.
  - 6- Unit shall be controlled manually, on timer and with an ultrasonic water level.
- D. The local control panel plus other accessories shall perform the functions of:
  - 1- Circuit breaker:
    - a. Motor starters.
    - b. Control power transformer.
    - c. Obstruction alarm.
- E. The following controls shall be provided with the control panel:
  - 1- Reversing motor starter for the motor.
  - 2- START, STOP and RESET pushbutton.
  - 3- HAND-OFF-REVERSE selector switch.

## 2.6 SHOP TESTING

- A. Motors shall be shop testing.
- B. Control panel shall be shop testing:
  - a. Test all functions and alarms of the control panel.
- C. Screen shall be shop testing:
  - a. The bar screen shall be completely factory assembled and inspected prior to shipment.

## 2.7 SERVICE

- A. Field technician shall be available for field services within a 150 miles radius from

the client.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. All installed items shall be in accordance with shop drawings and manufacturer instructions with no exceptions.
- B. Manufacturer shall furnish four copies of operation and maintenance manuals which shall be retained at the installation site to assist plant operators.

#### 3.2 FIELD TESTING

- A. Field testing shall not be conducted without a procedure with no exceptions noted, calibration certificates for all testing equipment, and a completed and signed pretesting check list.
- B. After installation, inspection, operation, testing and adjustment of the equipment, a manufacturer's field service technician shall conduct performance test for the unit in presence of the owner to determine its ability to deliver its rated capacity under specified conditions.

- a. Performance Test:

- During tests, observe and record flow rates, channel water depths, headloss, and motor inputs. Repeat tests until specified results are obtained.

- C. Make all adjustments necessary to place equipment in specified working order at time of above tests.

END OF SECTION

## BID FORM

**Sealed Bids** will be opened at **4:00 p.m., Tuesday November 3, 2015** in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327.

Use this form only for submitting bids. In submitting your bid, keep in mind that any alterations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all bids.

---

**TOTAL COST: \$** \_\_\_\_\_

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Receipt of the following addendum (if applicable) is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Moore

I \_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Title

State of North Carolina  
County of \_\_\_\_\_  
Subscribed and sworn before me,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**Moore County E-Verify Affidavit**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2015.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)



# Vendor Application

**County of Moore**  
 Financial Services – Purchasing Division  
 PO Box 905  
 Carthage, NC 28327  
 Phone: (910) 947 - 7118  
 Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # \_\_\_\_\_ SS # \_\_\_\_\_ Vendor # \_\_\_\_\_

Vendor Name
-------------

Date
------

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

- Disabled
  Minority Business Enterprise
  Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

## Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

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## References

(please list a minimum of three references on a separate sheet)

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

---

**2** Business name/disregarded entity name, if different from above

---

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
--	--	--	--------------------------------------	---------------------------------------

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ \_\_\_\_\_

*Note.* For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) \_\_\_\_\_ Requester's name and address (optional) \_\_\_\_\_

**6** City, state, and ZIP code \_\_\_\_\_

**7** List account number(s) here (optional) \_\_\_\_\_

Print or type  
See Specific Instructions on page 2.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 9. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 9.

*Note.* If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

**STATE OF NORTH CAROLINA**

**PURCHASE CONTRACT**

**COUNTY OF MOORE**

**THIS PURCHASE CONTRACT** (this “Contract”) is made the 8th day of December, 2015, between Aqualitec Corp., a corporation formed under the laws of the State of California (the “Vendor”), and the County of Moore, a political subdivision of the State of North Carolina (the “County”).

**1. Exhibits**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Aqualitec Corp. in the Exhibits will be deemed to mean the Vendor.

Exhibit A: Specifications  
Exhibit B: Bid Response

**2. Description of Goods**

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept a washer/compactor and mechanically cleaned screen meeting the specifications as provided for in the attached Exhibits (the “Goods”).

The Vendor 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 of this Contract.

**3. Term of Contract**

The term of this Contract is from December 8, 2015, through June 30, 2016.

The Vendor will deliver the Goods covered by this Contract to the County on or before June 30, 2016. Delivery will be made to the Moore County Water Pollution Control Plant, which is located at 1094 Addor Rd., Aberdeen, NC 28315. The parties mutually agree that time is of the essence.

**4. Payment to the Vendor**

The County will pay the Vendor an amount not to exceed \$131,000.00, which includes delivery of the Goods. Payment will occur within 30 days after delivery and acceptance of the Goods.

**5. Inspection**

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

**6. Risk of Loss and Title**

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

**7. Product Recall**

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 19 of this Contract.

**8. Warranties**

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of California and is qualified to do business in North Carolina;
- b. It has the requisite corporate 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.

**9. Insurance**

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

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

Commercial General Liability	\$2,000,000
Automotive Liability	\$2,000,000
Umbrella Coverage	\$5,000,000

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

## **10. Indemnification**

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

## **11. Health and Safety**

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

## **12. E-Verify**

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

## **13. Non-Discrimination in Employment**

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

## **14. Governing Law**

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

## **15. Breach; Termination of the Contract**

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or

c. Breaches any term or condition of this Contract.

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

**16. Successors and Assigns**

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

**17. Compliance with Laws**

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

**18. Notices**

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

COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS  
ATTN: RANDY GOULD, DIRECTOR  
P.O. BOX 1927  
CARTHAGE, NC 28327

VENDOR: AQUALITEC CORP.  
ATTN: OLIVIER MONFORT  
3415 S. SEPULVEDA BLVD.  
SUITE 1100  
LOS ANGELES, CA 90034

**19. Audit Rights**

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

**20. County Not Responsible for Expenses**

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

**21. Equipment**

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

**22. Non-Waiver**

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

**23. Entire Agreement**

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

**24. Amendment**

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

**25. Drafted by Both Parties**

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

**26. Headings**

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

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

**[Signatures on the following page.]**

**AQUALITEC CORP.**

**Attest:**

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

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

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

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

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

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

**COUNTY OF MOORE**

**Attest:**

\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

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

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

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

**PREAUDIT CERTIFICATE**

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

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

## SPECIFICATIONS

### BACKGROUND:

The Moore County Water Pollution Control Plant is replacing the current bar screen with a bar rake. Permitted flow is 10 Million Gallons per Day (MGD). Average daily flow is under 5 MGD. A storm event could range from 10-15 MGD. The County will do the installation with the Vendor's technician on-site overseeing the installation and guaranteeing that the installation is correct.

### **THE VENDOR SHALL PROVIDE ALL OF THE FOLLOWING:**

#### **SECTION: WASHER/COMPACTOR AND APPURTENANCES**

#### **PART 1 - GENERAL**

##### 1.1 DESCRIPTION:

- A. The Vendor shall provide and test Washer/Compactor, explosion proof motor, controls, and appurtenances is indicated and specified; and
- B. The Vendor shall ensure the Washer/Compactor and control panels shall be completely factory manufactured. System must be compatible with 4-20 milliamp signal.

##### 1.2 REFERENCES SPECIFICATIONS, CODES, AND STANDARDS

The Vendor shall comply with the specifications, codes, and standards of the following, where applicable:

- A. American Gear Manufacturers Association (AGMA); and
- B. National Electrical Manufacturers Association (NEMA); and
- C. Underwriters Laboratory (UL).

##### 1.3 SUBMITTALS

- A. The Vendor shall submit the following shop drawings:
  - 1. Certified shop and erection drawings. Vendor shall submit files of the proposed equipment in capacity, size, and arrangement; and
  - 2. Drawings showing materials of construction, thicknesses, operating and maintenance envelope and assembly weight; and
  - 3. Shop drawing data for accessory items; and
  - 4. Operating and maintenance instructions and parts lists; and
  - 5. List of recommended spare parts other than those specified; and
  - 6. Gear reducer data including service factor, efficiency, torque rating and materials; and
  - 7. Schematic control and power wiring diagrams including interconnecting and internal wiring diagrams; and
  - 8. Control panel drawings; and

9. Equipment weight and lifting points for installation and removal purposes; and
10. Number, size and weight of pieces shipped; and
11. Vendor shall provide warranty information; and
12. Shop and field testing procedures, set up and equipment to be used; and
13. Vendor's product data; and
14. Material Certification:
  - a. Provide certification from the Vendor that the materials of construction are recommended and suitable for the service conditions specified and indicated; and
15. Vendor shall provide detailed assembly instructions.

#### 1.4 SPARE PARTS

- A. Vendor shall provide all spare parts which shall be interchangeable with similar parts installed.
  1. Spare parts:
    - a. One (1) set of explosion proof solenoid valve; and
    - b. Three (3) sets of nozzles.
  2. One set of all special tools required; and
  3. Spare parts shall be available within 150 miles of Aberdeen, North Carolina.

#### 1.5 QUALITY ASSURANCE

- A. Equipment shall be the product of one (1) manufacturer, which is the Vendor.
- B. Vendor shall provide the Washer/Compactor, explosion proof motor and appurtenances as a complete and integrated package to insure proper coordination and compatibility and operation of the system.
- C. Equipment shall be Vendor's standard cataloged product and modified to provide compliance with the drawings, specifications, and the service conditions.
- D. Vendor shall have a sales representative company with an office within 150 miles of Aberdeen, North Carolina. Sales representative company shall have spare parts available in the office.
- E. Vendor shall perform shop tests of the equipment.
- F. Service of a factory-trained technician shall be provided and specifically trained on the equipment being installed by the County.

Vendor's service technician shall be present on-site for all items listed below:

1. Installation supervision; and
2. Functional testing: calibrate, check alignment and perform a functional test; and
3. Field performance testing; and
4. Training: field operation and maintenance instruction including all materials, slides, videos and handouts; and

5. Any additional time required of the factory trained service technician to assist in placing the equipment in operation at no additional cost to the County.
- G. Factory welding shall use shielded arc, inert gas, TIG method.
- H. All stainless steel subassemblies shall be acid passivated after welding for corrosion resistance and to provide a superior surface finish. The passivation shall be done by using an acid passivation paste in the weld and heat-affected areas and spray-on acid solutions elsewhere. After passivation, the weldments shall be thoroughly rinsed with clean water and allowed to air dry.

## **PART 2 - PRODUCT**

### **2.1 SYSTEM DESCRIPTION**

- A. Washer/Compactor shall be installed as specified and indicated by Vendor's Submittals.
- B. Service: Washer/Compactor shall reduce the volume of screenings. The volume reduction shall be at least 50% and shall have a dry solid concentration of at least 30%.
- C. Screenings shall enter in the inlet hopper and shall be conveyed by the shaftless auger into the washing zone.
- D. The captured solids shall be compacted, dewatered and discharged.
- E. Interface: Room for inspection, adjustment and repair shall be provided.

### **2.2 WASHER/COMPACTOR CONSTRUCTION**

- A. General
  1. Vendor shall ensure that all screenings shall be conveyed by a shaftless auger that operates in the forward direction. Then, the captured solids shall be compacted, dewatered and discharged in a container.
- B. Inlet Hoper
  1. Vendor shall ensure that the inlet hopper shall direct screenings material from the conveyor into the transport tube. The gap between the inlet hopper and the conveyor discharge chute shall be no larger than 1/4" in order to keep a perfect odor control. The inlet hopper shall be made of type 304L stainless steel.
- C. Vendor shall ensure the following regarding the transport tube:
  1. The transport tube shall be made of type 304L stainless steel; and
  2. High-density polyethylene (HDPE) shall cover the transport tube to avoid wear; and
  3. The easily adjustable compression gate shall allow the screenings to be compacted and a perforated sheet strainer to dewater the screenings.
- D. Vendor shall ensure the following regarding the Discharge Chute:

1. The discharge chute shall be made of type 304L stainless steel and designed in conformance with the applicable safety standards. The inspection cover shall have an easy access to the wear parts.
- E. Vendor shall ensure the following regarding the Auger:
1. The shaftless auger shall be made of alloy steel with a protective polyurethane coating.
- F. Vendor shall ensure the following regarding the Spray Bars:
1. The wash zone shall include a spray wash system to wash organic residue from screenings; and
  2. The spray bars shall activate during the screw rotation in order to increase the washing efficiency; and
  3. The Washer/Compactor shall be directed by a timer. During peak loading conditions, the frequency of compaction and washing shall be adjusted; and
  4. Two (2) explosion proof solenoid valves shall be located on the top of the Washer/Compactor to allow spray bars to work properly on the transport tube and on the perforated sheet strainer.
- G. Vendor shall ensure the following regarding the Perforated sheet strainer:
1. The drainage trough shall be a perforated inlet area that capture screenings and allows liquid to drain.
- H. Vendor shall ensure the following regarding the Adjustable feet:
1. Feet shall be adjustable in order to fit every structure.
- I. Vendor shall ensure the following regarding the Anchor Bolts, Bolts and Nuts:
1. Bolts, nuts, lock washers shall be of type 304L stainless steel; and
  2. Anchor bolts type shall be of type 304L stainless steel.
- 2.3 Vendor shall ensure the following regarding the DRIVE SYSTEM:
- A. Vendor shall provide one (1) explosion proof motor as follows:
1. The Washer/Compactor assembly shall be driven by an electric motor. The motor shall be TEFC, UL rated for operation in Class 1, Div 1 environment; and
  2. Rating: 480V, 3-ph, 60 Hertz; and
  3. Motor shall operate without overheating at the speeds specified and indicated in the Vendor's manuals; and
  4. Motor shall have high temperature thermal overloads for motor winding high temperature and high motor brake temperature.
- 2.4 Vendor shall ensure the following regarding the CONTROLS AND INSTRUMENTATION:
- A. All controls shall be provided for the fully automatic operation of the Washer/Compactor. The Washer/Compactor shall be factory wired so that the electrician is only required to make the electrical connections to the control panel and from the control panel to a junction box at the Washer/Compactor; and

- B. Control panel shall be UL listed and manufactured in the United States.
- C. The Washer/Compactor shall be furnished with a complete control system housed in an enclosure complying with the specific requirements:
  - 1. Design Local control panel shall be delivered to jobsite, prewired ready for installation; and
  - 2. Control panel: NEMA 4X stainless steel; and
  - 3. Power Requirements: 480 Volt, 60 Hz, 3-Phase; and
  - 4. Motor Requirements: 1.5 Hp; and
  - 5. Explosion proof emergency stop button; and
  - 6. Unit shall be controlled manually, on timer or with an ultrasonic water level.
- D. The Vendor shall ensure that the local control panel plus other accessories shall perform the functions of:
  - 1. Circuit breaker:
    - a. Motor starters; and
    - b. Control power transformer; and
    - c. Obstruction alarm.
- E. The Vendor shall ensure the following controls shall be provided with the control panel:
  - 1. Reversing motor starter for the motor; and
  - 2. START, STOP and RESET pushbutton; and
  - 3. HAND-OFF-REVERSE selector switch

2.5 Vendor shall ensure the following regarding the SHOP TESTING:

- A. Explosion proof motor shall be shop tested; and
- B. Control panel shall be shop tested:
  - 1. Test all functions and alarms of the control panel; and
- C. Washer/Compactor shall be shop tested:
  - 1. The Washer/Compactor shall be completely factory assembled and inspected prior to shipment.

2.6 SERVICE

- A. Field technician shall be available for field services within 150 miles of Aberdeen, North Carolina.

**PART 3 - EXECUTION**

3.1 Vendor shall ensure the following regarding the INSTALLATION:

- A. All installed items shall be in accordance with shop drawings and manufacturer instructions with no exceptions; and

- B. Vendor shall furnish four copies of operation and maintenance manuals which shall be retained at the installation site to assist plant operators.
- 3.2 Vendor shall ensure the following regarding the FIELD TESTING:
- A. Field testing shall not be conducted without a procedure with no exceptions noted, calibration certificates for all testing equipment, and a completed and signed pretesting check list; and
  - B. After installation, inspection, operation, testing and adjustment of the equipment, a Vendor's field service technician shall conduct performance test for the unit in the presence of the County to determine the unit's ability to deliver its rated capacity under specified conditions; and
  - C. Make all adjustments necessary to place equipment in specified working order at time of above tests.

**SECTION: MECHANICALLY CLEANED SCREEN AND APPURTENANCES**

**PART 1 - GENERAL**

1.1 DESCRIPTION

- A. Vendor shall provide and test mechanically cleaned screen, explosion proof motor, controls and appurtenances as indicated and specified.
- B. The screen and control panels shall be completely factory manufactured.

1.2 REFERENCES SPECIFICATIONS, CODES, AND STANDARDS

The Vendor shall comply with the specifications, codes, and standards of the following, where applicable:

- A. American Gear Manufacturers Association (AGMA); and
- B. National Electrical Manufacturers Association (NEMA); and
- C. Underwriters Laboratory (UL).

1.3 SUBMITTALS

- A. The vendor shall submit the following shop drawings with the bid response:
  - 1. Certified shop and erection drawings. Vendor shall submit files of the proposed equipment in capacity, size, and arrangement; and
  - 2. Drawings showing materials of construction, thicknesses, operating and maintenance envelope and assembly weight; and
  - 3. Hydraulic calculations verifying compliance to the design criteria; and

4. Shop drawing data for accessory items; and
5. Operating and maintenance instructions and parts lists; and
6. Listing of reference installations as specified with contact names and telephone numbers; and
7. List of recommended spare parts other than those specified; and
8. Special tools; and
9. Gear reducer data including service factor, efficiency, torque rating and materials; and
10. Schematic control and power wiring diagrams including interconnecting and internal wiring diagrams; and
11. Control panel drawings; and
12. Equipment weight and lifting points for installation and removal purposes; and
13. Number, size and weight of pieces shipped; and
14. Vendor shall provide warranty information; and
15. Vendor's literature as needed to supplement certified data; and
16. Shop and field testing procedures, set up and equipment to be used; and
17. Vendor's product data; and
18. Material Certification
  - a. Provide certification from the Vendor that the materials of construction specified are recommended and suitable for the service conditions specified and indicated; and
19. Vendor shall provide detailed assembly instructions.

#### 1.4 SPARE PARTS

- A. The Vendor shall ensure that the following spare parts are provided and shall be interchangeable with similar parts installed.
  1. Spare parts:
    - a. Two (2) straps; and
    - b. Two (2) sets of rake wheels; and
    - c. One (1) set of slack sides bushing; and
    - d. One (1) set of top detection bushing; and
  2. One (1) set of all special tools required; and
  3. Spare parts shall be available within 150 miles of Aberdeen, North Carolina.

#### 1.5 QUALITY ASSURANCE

- A. The Vendor shall ensure that the equipment specified shall be the product of one (1) manufacturer, which is the Vendor.
- B. The Vendor shall provide the screens, explosion proof motor and appurtenances as a complete and integrated package to insure proper coordination and compatibility and operation of the system.
- C. The Vendor shall ensure that the equipment specified shall be manufacturer's standard cataloged product and modified to provide compliance with the drawings, specifications and the service conditions specified and indicated.

- D. The Vendor shall have a sales representative company with an office within 150 miles of Aberdeen, North Carolina. Sales representative company shall have spare parts available in the office.
- E. The Vendor shall perform shop tests of the equipment.
- F. The Vendor shall ensure that the service of a factory-trained technician shall be provided and specifically trained on the type of equipment being acquired by the County. Service technician shall be present on-site for all items listed below:
  - 1. Installation supervision; and
  - 2. Functional testing: calibrate, check alignment and perform a functional test; and
  - 3. Field performance testing; and
  - 4. Training: field operation and maintenance instruction including all materials, slides, videos and handouts; and
  - 5. Any additional time required of the factory trained service technician to assist in placing the equipment in operation at no additional cost to the County.
- G. The Vendor shall ensure that factory welding shall use shielded arc, inert gas, TIG method.
- H. The Vendor shall ensure that all stainless steel subassemblies shall be acid passivated after welding for corrosion resistance and to provide a superior surface finish. The passivation shall be done by using an acid passivation paste in the weld and heat-affected areas and spray-on acid solutions elsewhere. After passivation, the weldments shall be thoroughly rinsed with clean water and allowed to air dry.

**PART 2 - PRODUCTS**

2.1 SYSTEM DESCRIPTION

- A. Screening system capacities and operating data shall be indicated in the mechanically cleaned screen schedule.
- B. Screen shall be installed in the channel as specified and indicated.
- C. Service: Screen raw wastewater (95%) and septage receiving station debris (5%).
- D. Screen shall discharge to a compactor.
- E. The screen shall be capable of operating with the screen 50 percent blinded.
- F. Mechanically cleaned screen shall be front-clean, back-discharge, and installed in the existing channel.
- G. Mechanically cleaned screen with submerged bearings that require regular maintenance are not acceptable.
- H. Mechanically cleaned screen with an inclination different from 90° is not acceptable.

- I. Submerged moving sprockets are not acceptable.
- J. Multiple rake technology is not acceptable.
- K. The screen technology shall be straight bars. Perforated screen basket is not acceptable.
- L. Interface: Room for inspection, adjustment and repair shall be provided.

## 2.2 SCREEN CONSTRUCTION

- A. The Vendor shall ensure the following concerning the general construction:
  - 1. Screen: Shall mechanically front-clean and back-discharge; and
  - 2. Mechanically-cleaned screen shall be front cleaning since the shovel rake shall remove debris from the upstream side of the screen; and
  - 3. The maximum upstream water level shall not exceed 5.28' on a 50% reduction of the screen's free open-area. The screen shall be capable of processing the peak flow without exceeding the maximum upstream water level based on a 50% reduction of the screen's free open-area; and
  - 4. Screenings shall be discharged on the downstream side of screen through discharge chute to compactor.
- B. The Vendor shall ensure the following concerning the frame:
  - 1. Frame: Shall be constructed of type 304L stainless steel; and
  - 2. The side frames shall be suitably reinforced to support all loads imposed on the mechanism during operation, installation, assembly, or transportation; and
  - 3. Anchor Support frames onto the operating floor shall be of type 304L stainless steel hardware;
    - a. Screen frame shall be supplied in three pieces. Vendor representative shall approve screen frame assembly; and
  - 4. Screen Enclosure: screen shall be fully enclosed above the operating floor with hinged access door.
- C. The Vendor shall ensure the following concerning the bar rack and baseplate:
  - 1. Material: Shall be of type 304L stainless steel; and
  - 2. The bar screen shall consist of rectangular 304L stainless steel bars; and
  - 3. The bar screen shall be firmly fastened at top and bottom; and
  - 4. Bar spacing shall be as specified. Provide screens accurately constructed to provide a clear spacing of 3/8" (10 mm) between the bars; and
  - 5. The bars shall be straight and cover the full equipment width. The point of discharge from the bar screen shall be 3' – 11' and screenings shall be discharged into a conveyor.
- D. The Vendor shall ensure the following concerning the dead plate:
  - 1. Bar screens shall have a dead plate and stiffeners construct of type 304L stainless steel with a minimum thickness of 1/8" (3 mm); and
  - 2. The dead plate shall be 1/8" thick constructed of type 304L stainless steel plate and extends from the top of the bar screen to the point of discharge; and

- E. The Vendor shall ensure the following concerning the discharge chute:
  - 1. A discharge chute shall be added to divert screenings from screen to self-dumping hopper; and
  - 2. Material: shall be of type 304L stainless steel, minimum thickness of 1/8".
- F. The Vendor shall ensure the following concerning the single shovel rake:
  - 1. The debris shall be removed from the bar screen by a 304L stainless steel single shovel rake assembly designed to mesh with the bar screen; and
  - 2. The single shovel rake shall consist of type 304L stainless steel teeth that penetrate completely the bar screens.
- G. The vendor shall ensure the following concerning the scraper:
  - 1. A scraper assembly shall be installed to assist removing the debris from the shovel rake; and
  - 2. The scraper shall be type of 304L stainless steel and high-density polyethylene (HDPE) and shall penetrate completely in the shovel rake to insure effective debris removal.
- H. The Vendor shall ensure the following concerning the side seals:
  - 1. To prevent bypass around the sides of the unit, seals shall be mounted on the upstream face of the screen and on each side of the unit; and
  - 2. The seals shall be secured in place by backing plates and constructed of type 304L stainless steel.
- I. The Vendor shall ensure the following concerning the anchor bolts, bolts and nuts:
  - 1. Bolts, nuts, lock washers shall be of type 304L stainless steel; and
  - 2. Anchor bolts type shall be of type 304L stainless steel.
- J. The Vendor shall ensure the following concerning the drive mechanism:
  - 1. The single shovel rake shall be mounted on one (1) sturdy strap resistant to any chemical agents and frost; and
  - 2. A pulley shall be used to transmit a rotational motion; and
  - 3. The strap shall be capable of lifting no less than 1,000 pounds; and
  - 4. The single shovel rake shall be guided by two (2) high-density polyethylene (HDPE) wheels; and
  - 5. Two (2) inductive proximity sensors shall be placed at the top of the equipment to command the sense of rotation; and
  - 6. The gravity and the weight of the shovel rake shall insure the closing motion.
- K. The Vendor shall ensure the following concerning the overload protection:
  - 1. A sensor torque overload protection device shall stop the screen and start an alarm. Contacts for screen failure shall be provided.

## 2.3 DRIVE SYSTEM

One (1) explosion proof motor shall be provided.

- A. The Vendor shall ensure the following concerning the motor:
  - 1. The rake assembly shall be driven by an electric motor. The motor shall be TEFC, UL rated for operation in Class 1, Div 1 environment; and
  - 2. Rating: 480V, 3-ph, 60 Hertz; and
  - 3. Motor shall operate without overheating at the speeds specified and indicated; and
  - 4. Motor shall have high temperature thermal overloads for motor winding high temperature and high motor brake temperature; and
  - 5. Motor shall have a sufficient capacity to start and operate screen at 50 percent blinded without exceeding nameplate ratings for current and power and without operating in the service factor.

## 2.4 CONTROLS AND INSTRUMENTATION

- A. The Vendor shall ensure that all controls shall be provided for the fully automatic operation of the screen. The screen shall be factory wired so that the electrician is only required to make the electrical connections to the control panel and from the control panel to a junction box at the screens.
- B. The Vendor shall ensure that the control panel shall be UL listed and manufactured in the United States.
- C. The Vendor shall ensure that the mechanically cleaned bar screen shall be furnished with a complete control system housed in an enclosure complying with the specific requirements:
  - 1. Design Local control panel shall be delivered to jobsite, prewired ready for installation; and
  - 2. Control panel: NEMA - Stainless steel; and
  - 3. Power Requirements: 480 Volt, 60 Hz, 3-Phase; and
  - 4. Motor Requirements: 1.0 Hp; and
  - 5. Explosion proof emergency stop button; and
  - 6. Unit shall be controlled manually, on timer and with an ultrasonic water level.
- D. The Vendor shall ensure that the local control panel plus other accessories shall perform the functions of:
  - 1. Circuit breaker:
    - a. Motor starters; and
    - b. Control power transformer; and
    - c. Obstruction alarm.
- E. The Vendor shall ensure that the following controls shall be provided with the control panel:
  - 1. Reversing motor starter for the motor; and
  - 2. START, STOP and RESET pushbutton; and
  - 3. HAND-OFF-REVERSE selector switch.

## 2.5 SHOP TESTING

- A. The Vendor shall ensure that motors shall be shop tested.

- B. The Vendor shall ensure that the control panel shall be shop tested. Test all functions and alarms of the control panel.
- C. The Vendor shall ensure that the screen shall be shop tested. The bar screen shall be completely factory assembled and inspected prior to shipment.

**2.6 SERVICE**

- A. The Vendor shall ensure that a field technician shall be available for field services within 150 miles of Aberdeen, North Carolina.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. The Vendor shall ensure that all installed items shall be in accordance with shop drawings and manufacturer instructions, without exception.
- B. Vendor shall furnish four copies of operation and maintenance manuals which shall be retained at the installation site to assist plant operators.

**3.2 FIELD TESTING**

- A. The Vendor shall ensure that field testing shall not be conducted without a procedure with no exceptions noted, calibration certificates for all testing equipment, and a completed and signed pretesting check list.
- B. The Vendor shall ensure that after installation, inspection, operation, testing, and adjustment of the equipment, a Vendor's field service technician shall conduct performance test for the unit in presence of the County to determine the unit's ability to deliver its rated capacity under specified conditions.
  - 1. Performance Test: During tests, observe and record flow rates, channel water depths, headloss, and motor inputs. Repeat tests until specified results are obtained.
- C. The Vendor shall make all adjustments necessary to place equipment in specified working order at time of above tests.

**Bid Response by Aqualitec for IFB#: 2016-04**

**[See the following 138 pages.]**



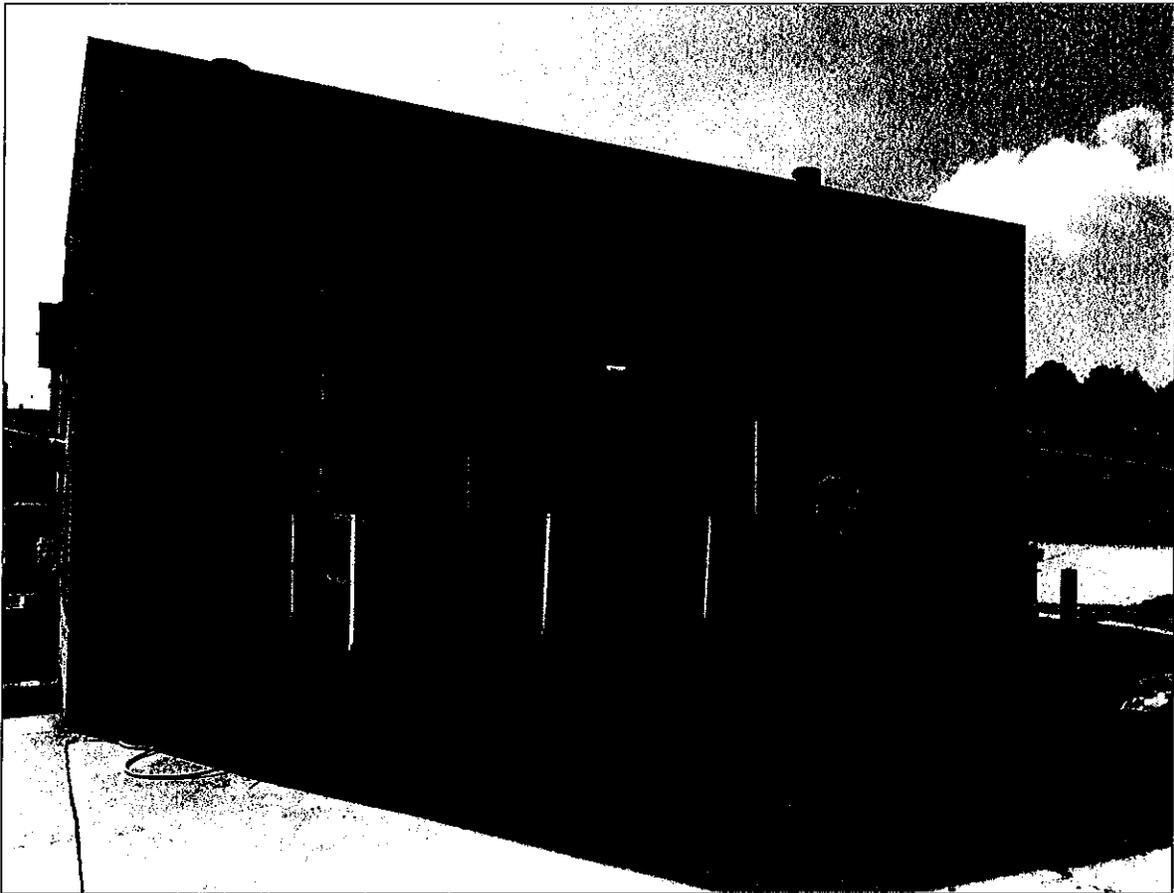
**Aqualitec**  
Screening Equipment

**COUNTY OF MOORE**

**NORTH CAROLINA**

**BAR RAKE PROJECT**

**IFB#: 2016-04**



Aqualitec Corp. 3415 S. Sepulveda Boulevard, Suite 1100. Los Angeles, CA 90034  
Tel: 1-855-650-2214. [www.aqualitec.com](http://www.aqualitec.com)

**COUNTY OF MOORE  
NORTH CAROLINA**

**INVITATION FOR FORMAL BIDS**

ISSUE DATE: **October 22, 2015**

IFB#: **2016-04**

TITLE: **BAR RAKE**

ISSUING DEPARTMENT:

**County of Moore Financial Services  
Attn: Terra Vuncannon  
206 S. Ray Street  
P. O. Box 905  
Carthage, NC 28327**

**Sealed Bids** will be received until **4:00 p.m., Tuesday November 3, 2015** from qualified vendors for a Bar Rake for the County of Moore Water Pollution Control Plant. **A Pre-Bid Meeting will be held at 10:00 am Tuesday October 27, 2015 at the Water Pollution Control Plant, 1094 Addor Rd. Aberdeen, NC 28315.**

All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Coordinator  
P.O. Box 905  
206 S. Ray Street  
Carthage, NC 28327  
(910) 947-7118 (Telephone)  
(910) 947-6311 (Fax)  
tvuncannon@moorecountync.gov**

**Sealed Bids shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.**

**In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.**

Firm Name: Aqualitec Corp. Date: 10/28/2015

Address: 3415 S. Sepulveda Blvd, Suite 1100 Phone: 1-855-650-2214

Los Angeles, CA 90034

By: Olivier Monfort

By: (typed)  
Monfort  
(signed)

## BID FORM

**Scaled Bids** will be opened at **4:00 p.m., Tuesday November 3, 2015** in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327.

Use this form only for submitting bids. In submitting your bid, keep in mind that any alterations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all bids.

---

TOTAL COST: \$ 131,000

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date 10/28/2015 Authorized Signature 

Receipt of the following addendum (if applicable) is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of North Carolina  
County of Moore

I Olivier Monfort, being first duly sworn, deposes and says that:

He/She is the Sales Director of Aqualitec Corp., the Bidder that has submitted the attached bid;

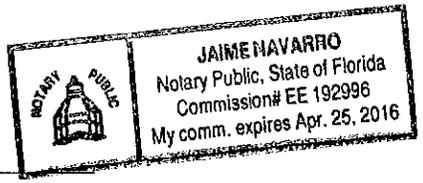
He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Sales Director  
Title

~~FLORIDA~~  
~~State of North Carolina~~  
County of Dade  
Subscribed and sworn before me,  
This 28 day of October, 2015  
[Signature]  
Notary Public  
My commission expires: 4/25/2016



Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, Olivier Monfort (the individual attesting below), being duly authorized by and on behalf of Aqualitec Corp. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES , or
  - b. NO
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. Executed, this 28 day of October, 2015.

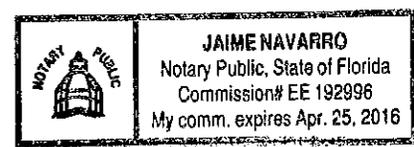
Monfort  
Signature of Affiant  
Print or Type Name: Olivier Monfort

Florida  
State of ~~North Carolina~~  
County of DADE

Signed and sworn to (or affirmed) before me, this the 28<sup>th</sup> day of October, 2015.

My Commission Expires: April 25<sup>th</sup> 2016  
[Signature]  
Notary Public

(Affix Official/Notarial Seal)





## **Certificate of Warranty**

Aqualitec Corp. certifies its equipment to be free of manufacturing defects and warrants its equipment to the original customer for a **term of two (2) years after the date of installation.**

During this period, should the unit fail to operate according to manufacturer specifications due to parts failure or manufacturing defect, Aqualitec Corp. will replace said parts at free of charge for customer.

This warrantee does not cover damage caused by persons through improper operation of such equipment.

**Date of installation:**

**Aqualitec representative:**

**Name:**

**Position:**

**Signature**

**Name of client:**

**Name:**

**Position:**

**Signature**

SECTION  
MECHANICALLY CLEANED SCREEN AND  
APPURTENANCES

1.03 SUBMITTALS

A. Submit the following shop drawings with the bid response:

1. Certified shop and erection drawings. Manufacturer shall submit files of the proposed equipment in the capacity, size, and arrangement as indicated and specified.  
**Aqualitec answer: "General equipment drawings are provided with the bid package. After receipt of the purchase order "Certified Drawings" will be provided with equipment submittals for review and revision by the owner/engineer. Once drawings are approved by the owner/engineer the manufacturer will issue a "release to manufacture" drawing which will be provided with the operations and maintenance documentation to be provided to the owner."**
2. Drawings showing materials of construction, thicknesses, operating and maintenance envelope and assembly weight.  
**Aqualitec answer: "General equipment drawings are provided with the bid package. Additional detailed data will be provided during the submittal process."**
3. Shop drawing data for accessory items.  
**Aqualitec answer: "General equipment drawings are provided with the bid package. Additional detailed data will be provided during the submittal process."**
4. Operating and maintenance instructions and parts lists.  
**Aqualitec answer: "General O&M instructions are provided with the bid package. Additional detailed data will be provided during the submittal process."**
5. Listing of reference installations as specified with contact names and telephone numbers.  
**Aqualitec answer: "Listing of references is provided with the bid package which is part of the proposal."**
6. List of recommended spare parts other than those specified.  
**Aqualitec answer: "Provided with the bid package which is part of the scope of supply"**

7. Gear reducer data including service factor, efficiency, torque rating and materials.  
**Aqualitec answer: "Provided with the bid package which is part of the proposal."**
  8. Schematic control and power wiring diagrams including interconnecting and internal wiring diagrams.  
**Aqualitec answer: "Schematic control and power diagrams to be provided after purchase order and approved submittals by the owner/engineer."**
  9. Control panel drawings.  
**Aqualitec answer: "Schematic control and power diagrams to be provided after purchase order and approved submittals by the owner/engineer."**
  10. Equipment weight and lifting points for installation and removal purposes.  
**Aqualitec answer: "General data provided in the proposal. Actual equipment weight and ship weight will be provided after purchase order and approved submittals by the owner/engineer."**
  11. Number, size and weight of pieces shipped.  
**Aqualitec answer: "Number, size and weight of pieces shipped to be provided after purchase order and approved submittals by the owner/engineer."**
  12. Vendor shall provide warranty information.  
**Aqualitec answer: "Provided with the bid package."**
- B. The following will be provided after the bid is awarded:
1. Shop and field testing procedures, set up and equipment to be used.  
**Aqualitec answer: "Provided in the submittal package to the owner/engineer."**
  2. Manufacturer's product data.  
**Aqualitec answer: "Provided in the submittal package to the owner/engineer."**
  3. Material Certification
    - a. Provide certification from the equipment manufacturer that the materials of construction specified are recommended and suitable for the service conditions specified and indicated.  
**Aqualitec answer: "Provided in the submittal package to the owner/engineer."**
  4. Vendor shall provide detailed assembly instructions.  
**Aqualitec answer: "Provided in the submittal package to the owner/engineer."**



**SPECIFIED  
MANUFACTURER**

## **Scope of Supply**

**SECTION: Mechanically Cleaned Bar Screen and Appurtenances**

**SECTION: Washer/Compactor and Appurtenances**

### **Aqualitec's price includes:**

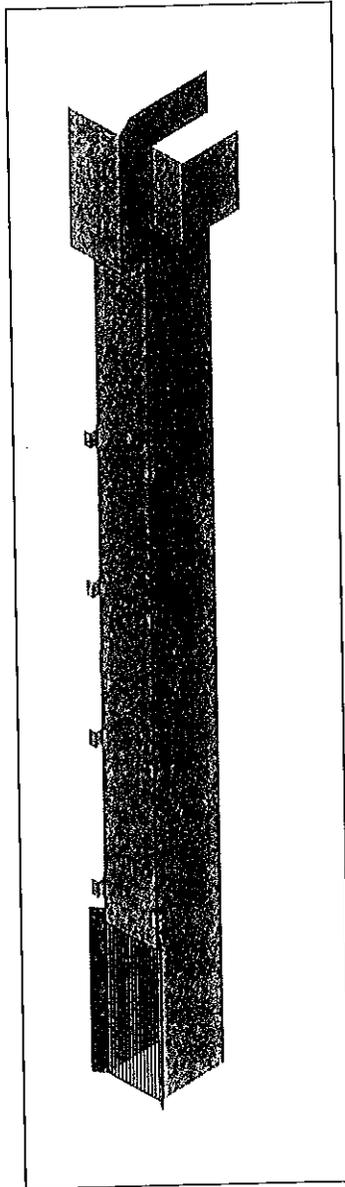
- Furnish one (1) front-cleaning, mechanically cleaned bar screen assembly and accessories as specified.
  - o Explosion proof motor
  - o Explosion proof connection box
  - o Explosion proof door switch
  - o Explosion proof emergency stop
  
- Furnish one (1) Washer/Compactor with an explosion proof motor and accessories as specified.
  - o Explosion proof motor
  - o Two (2) Explosion proof solenoid valves
  - o Explosion proof door switch
  - o Explosion proof emergency stop
  
- Furnish one (1) control panel that integrates the mechanically cleaned bar screen and the Washer/Compactor and accessories as specified.
  
- Spare parts: Mechanically cleaned bar screen:
  - o Two (2) straps
  - o Two (2) sets of rake wheels
  - o One (1) set of slack sides bushing
  - o One (1) set of top detection bushing
  
- Spare parts: Washer/Compactor Compactec:
  - o One (1) set of explosion proof solenoid valve.
  - o Three (3) sets of nozzles.
  
- Furnish the service of one (1) Factory trained technician for supervision and verification during installation: 2 days
  
- Furnish the service of one (1) Factory trained technician for startup Service and training: 2 days
  
- Delivery FOB Destination



**Aqualitec**  
Screening Equipment

## **Proposal**

# **Mechanical Vertical Bar Screen Screentec**





**Aqualitec**  
Screening Equipment

## **Table of Contents:**

**1- Vertical Bar Screen Equipment Proposal**

**2- Technical Characteristics:**

- a. Mechanical Vertical Bar Screen Screentec**
- b. Washer/Compactor Compactec**

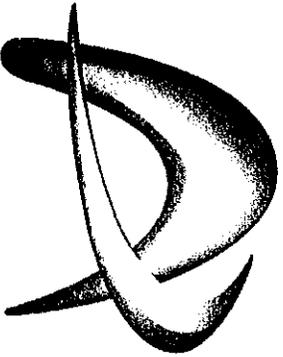
**3- Screentec Users Contact Information**

**4- List of References**



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**



**Aqualitec**  
Screening Equipment

[www.aqualitec.com](http://www.aqualitec.com)



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**

# **A**qualitec **E**xperience

*“I have worked in this industry more than 25 years, and I have to say that Aqualitec is the best piece of equipment I have ever bought.”*

*-Mr. Steve Acker -  
Mendocino District  
Manager (CA)*

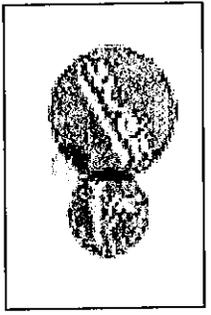


**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshotec - Proposal**

- Since 1996, Aqualitec is one of the fastest growing company with more than

- Numerous multi-billion dollar companies as customers:



*"Peace-of-mind  
equipment. I would  
recommend them to  
anyone."*

*-Darin McCosker  
Clearlake Oaks District  
Manager (CA)*



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**

## Tesco

- Tesco recently completed their 40,000<sup>th</sup> project since 1972



## Revere

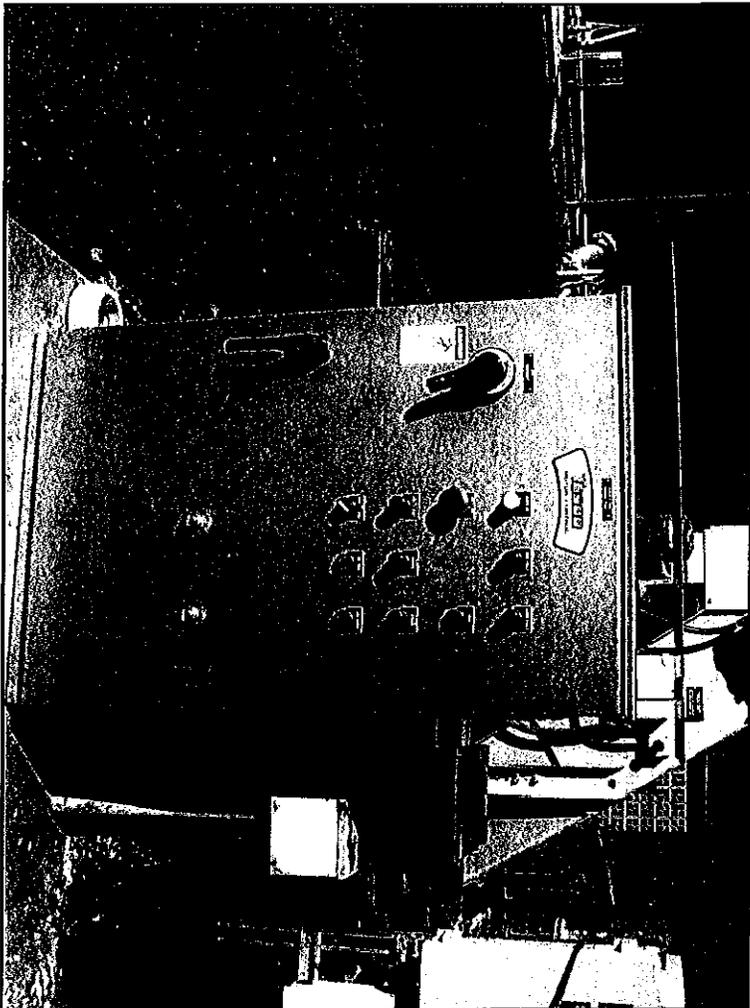
- U.S. based control panel supplier Revere (1980)





**Aqualitec**  
Screening Equipment

## Moore County Water - Headworks' Upgrade Vertical Bar Screen Screentec - Proposal



- Timer program
- Water level sensor



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**

## ■ **Scope of Work**

*“For the past 10 years, I have been looking for an automatic screen that could replace our grinder and fit our structure. Aqualitec is the only cost-effective screen that have I found.”*

*-Mike Kelley –  
Former  
Mendocino  
District Manager  
(CA)*



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**

- Replace the existing/high maintenance Step Screen.
- Furnish a new mechanical vertical bar screen.
- Must fit in existing structure.
- Must be low to no maintenance.
- Must have a low energy consumption.
- Must deal with peak flow: 9 MGD

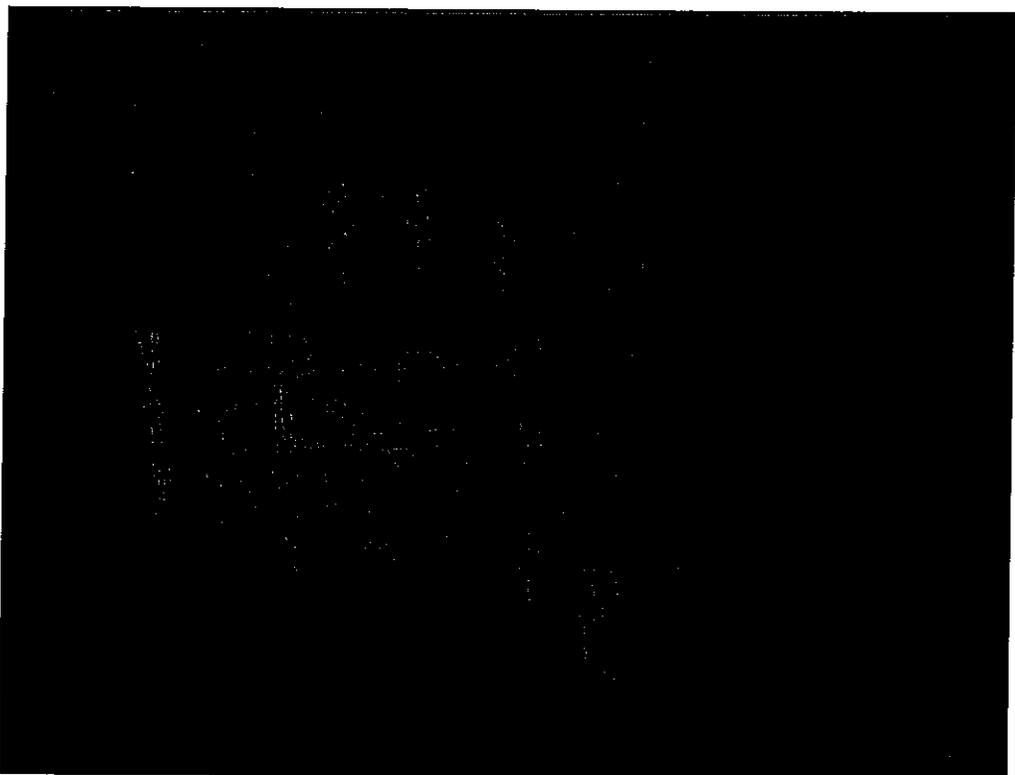


**Provide a cost effective and low-maintenance solution**



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**



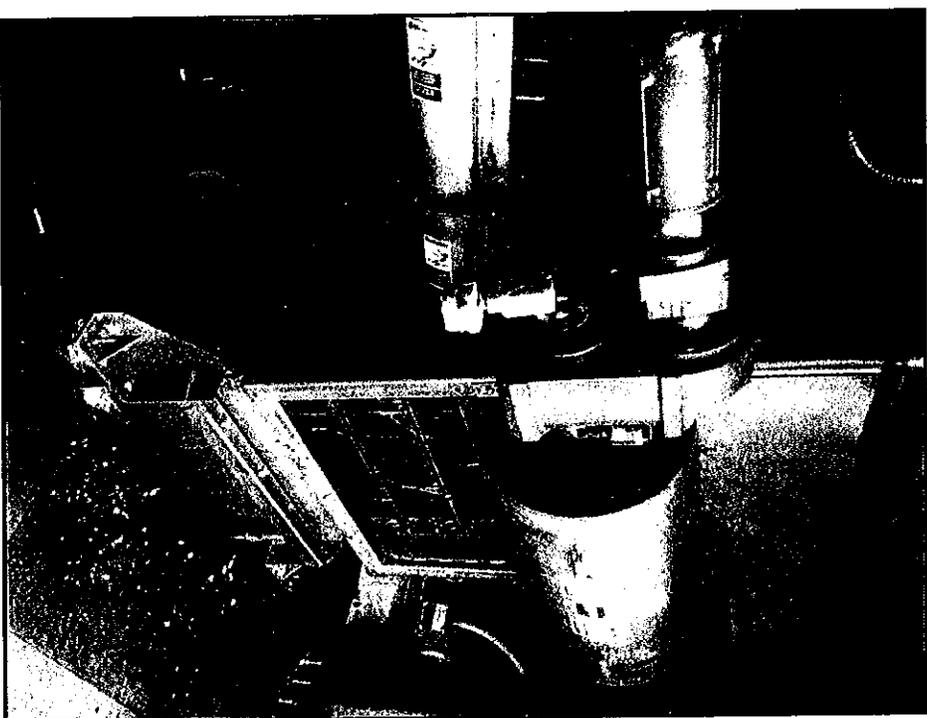
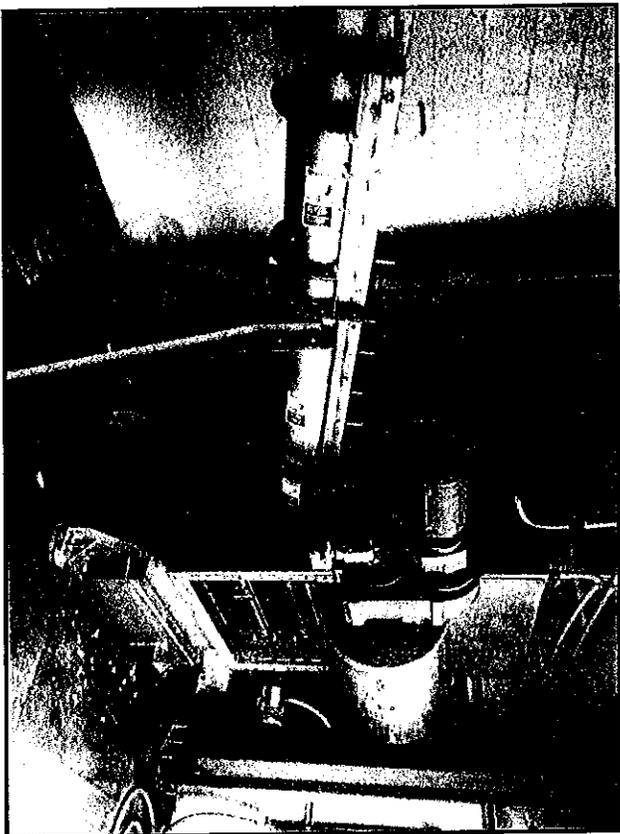
*Site Drawings*

[www.aqualitec.com](http://www.aqualitec.com)



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**



**Site Pictures**

[www.aqualitec.com](http://www.aqualitec.com)



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**

## ■ Aqualitec's Solution

*“Aqualitec was the only screen that fit to our structure without major changes. It helped us to save at least \$400,000 on the project.”*

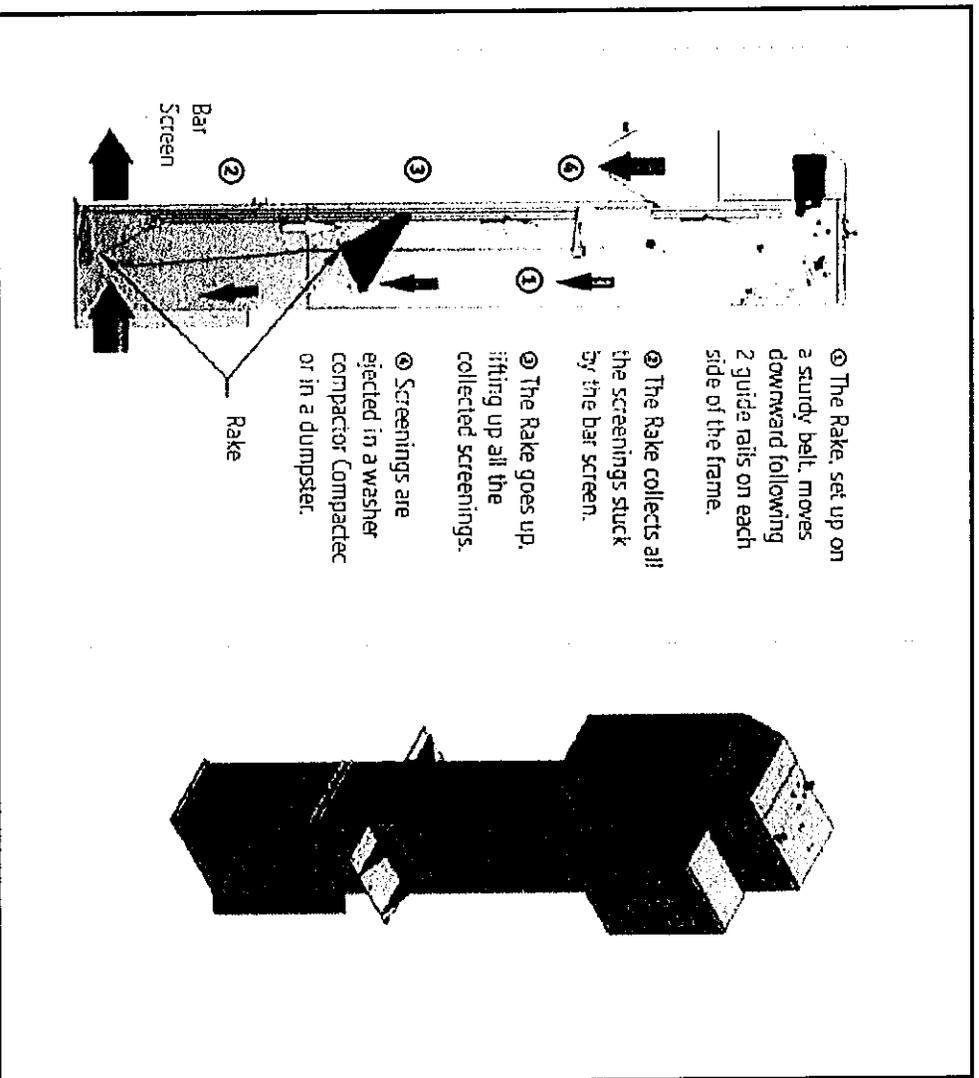
*-Mr. Matthew Ecker – LTMUA  
Executive Director (NJ)*



**Aqualitec**  
Screening Equipment

# Moore County Water - Headworks' Upgrade Vertical Bar Screen Screentec - Proposal

## Vertical Bar Screen Screentec

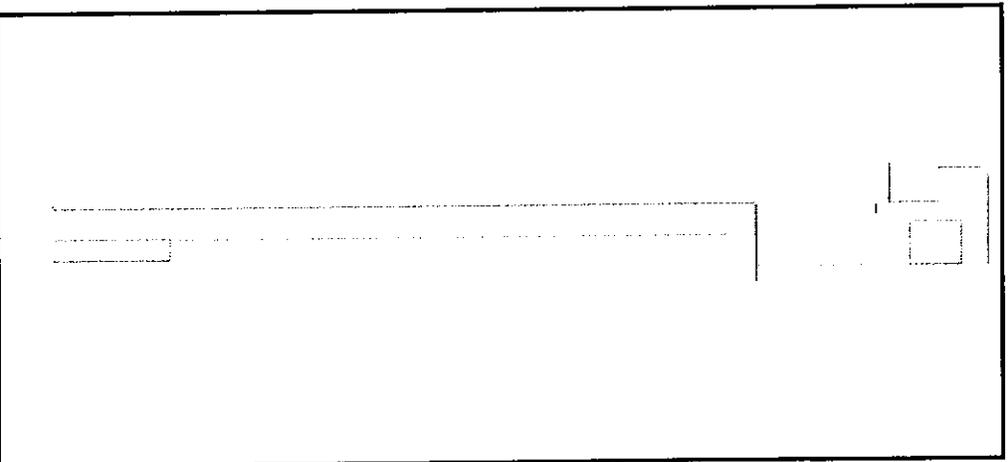
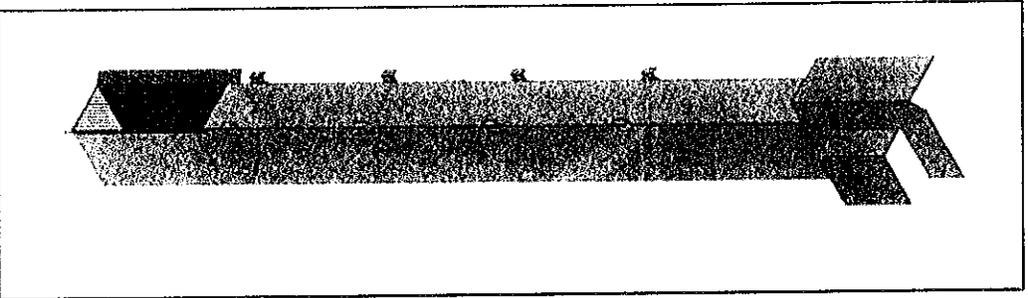




**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshotec - Proposal**

**Vertical Bar Screen Screenshotec**





**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshotec - Proposal**

## **Vertical Bar Screen Screenshotec**

### **SPACE REQUIREMENTS - FOOTPRINT**

Channel Depth: 8.5'

Total Channel Depth: 25.5'

Channel Width: 5'

Equipment Width: 3' - 3"

Height of discharge: 3' - 11"

Bar Spacing: 3/8"

Installation angle: 90°

Weight: 1,650 lbs

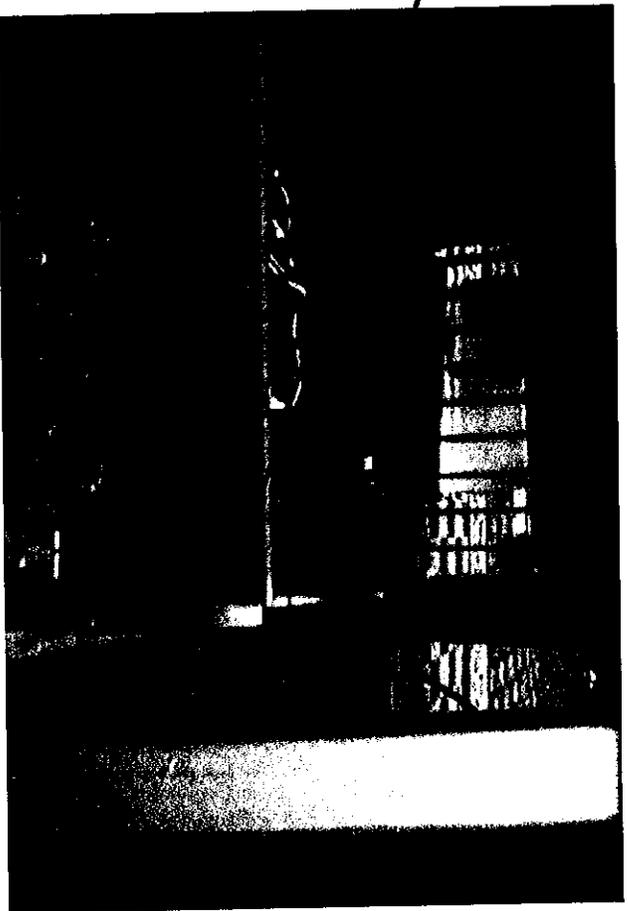


**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**

## Vertical Bar Screen Screentec

- No sprockets, no chains
- No moving parts at the bottom



**No maintenance needed below grade level**



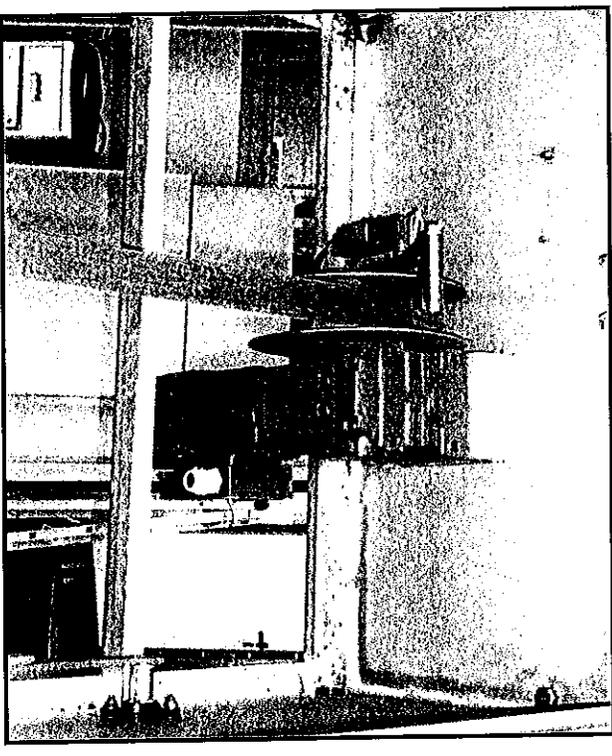
**Aqualittec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**

## Vertical Bar Screen Screenshot

*"From our experience, power cost for the Screenshot unit is about \$6 per day in electricity with 10 minute cycle time."*

*-Mr. Matthew Ecker - LTMUA Executive  
Director (NJ)*



**Low energy consumption ( $\frac{3}{4}$  hp gear motor)**



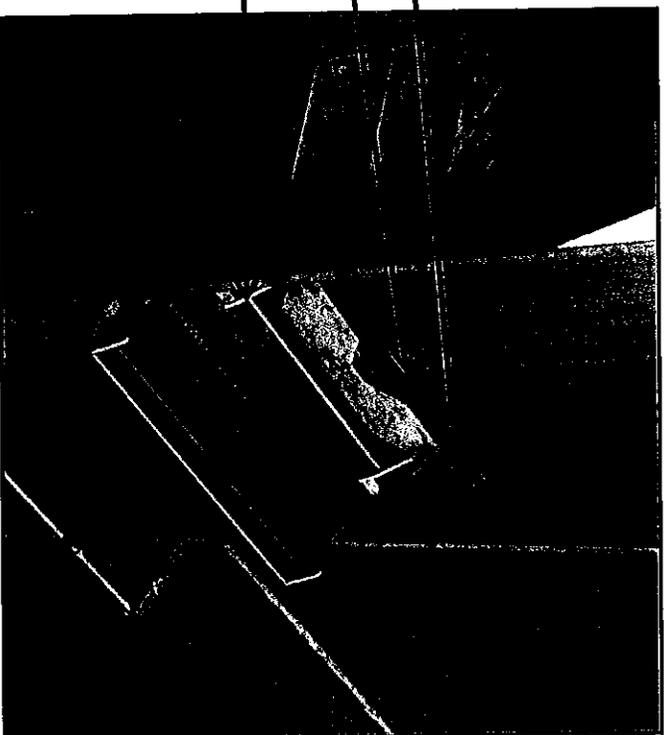


**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshotec - Proposal**

## Vertical Bar Screen Screenshotec

- Change bushing every 2 years
- Change strap every 3 years
- Change rollers every 5 years



**Safe and low maintenance equipment**

[www.aqualitec.com](http://www.aqualitec.com)



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshot - Proposal**

## Budgetary Quote

- Included in price:
  - Transport (FOB Destination)
  - Standard Control Panel
  - Customized Installation Guide
  - Standard Spare Parts:
    - Two (2) straps
    - Five (5) bushings
    - Four (4) rollers
  - Startup Service
  - Operator Training



**No need for additional spare parts for at least 7 years.**

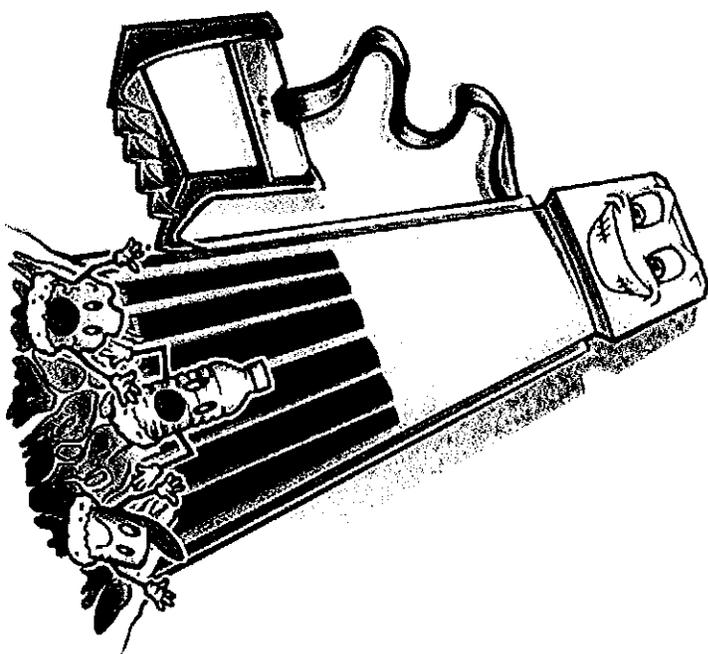


**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**

# Aqualitec

## Benefits





**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screenshotec - Proposal**

- Will perfectly replace the existing step screen.
- Will fit in the existing structure.
- Will be low to no maintenance.
- Will have a low energy consumption.
- Will perfectly deal with peak flow.
- Will provides safe and easy maintenance.



**Easy installation, low maintenance, low cost**



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**

# Customer Feedback

[www.aqualitec.com](http://www.aqualitec.com)



**Aqualitec**  
Screening Equipment

## Moore County Water - Headworks' Upgrade Vertical Bar Screen Screenshot - Proposal



"I bought Aqualitec Corp. Aqualitec to replace our grinder and I'm glad to say that they are peace-of-mind equipment. I would recommend them to anyone."

Mr. Darin Mc Cosker - Clearlake Oaks District Manager (CA)



"We decided on the Aqualitec based on the simplicity of the mechanism. In addition, Aqualitec was the only screen that fit to our structure without major changes. It helped us to save at least \$400,000 on the project."

Mr. Matthew Ecker – LTMUA Executive Director (NJ)



"For the past 10 years, I have been looking for an automatic screen that could replace our grinder and fit our structure. Aqualitec is the only cost effective screen that I found."

Mr. Mike Kelley – Former Mendocino District Manager (CA)



**Aqualitec**  
Screening Equipment

**Moore County Water - Headworks' Upgrade  
Vertical Bar Screen Screentec - Proposal**



"I have worked in this industry more than 25 years, and I have to say that Aqualitec is the best piece of equipment I have ever bought."

Mr. Steve Acker - Mendocino District Manager (CA)

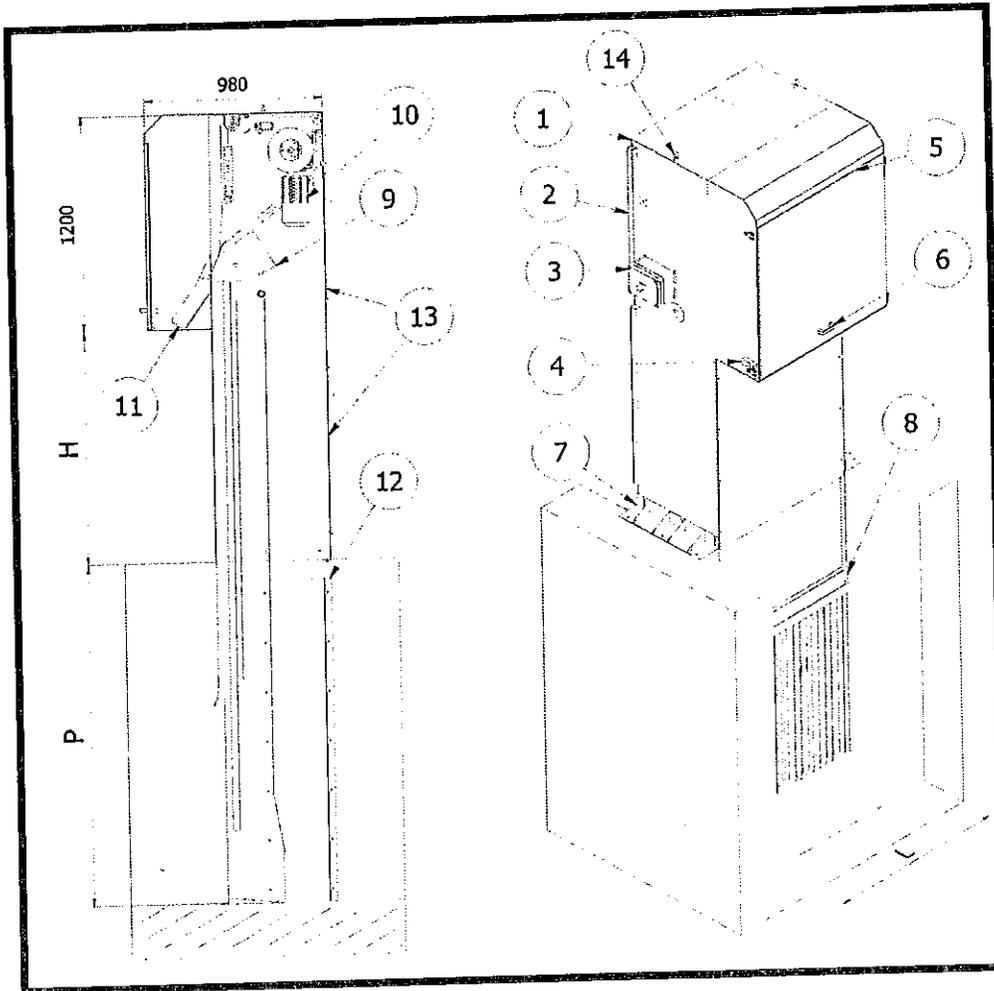


"When I asked an Aqualitec Corp. French client what he would say about Aqualitec, he answered **RELIABILITY**."

Mr. David Tavernier - Arizona American Water Operator (AZ)



Table 1 through Table 8 (below) provides technical characteristics for the Screentec equipment.



SCREENTEC PARTS LIST			
1	Stainless steel frame	8	Bar screen
2	Cable protection	9	Shovel Rake
3	Electrical Termination Box	10	Gearmotor
4	Safety hood	11	Discharge chute
5	Automatic locking door	12	Waterproofness part
6	Plastic handle	13	Maintenance hood
7	Footplate	14	Lifting handles



<b>HYDRAULIC CONDITIONS</b>
Influent: Raw Municipal
Average flow: 5 mgd
Peak flow: 10 mgd
Permitted Flow: 16 MGD
Influent Inlet - Waste discharge: Downstream - Upstream

*Table 1: Hydraulic Conditions*

<b>MATERIALS</b>
304 stainless steel
Surface treatment: Scouring, Passivation
T.I.G. welding techniques
Bolting: 304 stainless steel

*Table 2: Materials*

<b>SPACE REQUIREMENTS - FOOTPRINT</b>
Depth: 25.5'
Equipment length: 32' – 9"
Equipment Width: 3' – 3"
Height of discharge: 3' – 11"
Installation angle: 90°
Weight: 1650 lbs

*Table 3: Space Requirements*



<b>MECHANICAL SCREEN WITH STRAIGHT BARS</b>
Bars: 1" 3/16 x 5/16"
Length: 6' – 6" 3/4"
Width: 3' – 3" 3/8
Screen opening: 3/8" (10 mm)

*Table 4: Screen with Straight Bars*

<b>FRAME</b>
Three pieces frame made of folded and welded panels
1/8" gauge thickness cover plate
Discharge chute cover with Allen Bradley safety locks
Removable protective front panel on the part above ground
Guide rails
Rubber Gasket
Two Lifting Handles, Diameter 16, weight capacity up to 0.7t

*Table 5: Frame*

<b>MOVING PARTS</b>
Shovel rake
4 rudders for balance and stiffness of the rake when cycling (down or up)
1 screening ejector (scraper)

*Table 6: Moving Parts*



**Aqualitec**  
Screening Equipment

**Vertical Bar Screen SCREENTEC: Technical Characteristics**  
Moore County Water, NC

<b>DRIVE MECHANISM</b>
Customized Pulley
Polyester strap, rupture tension: 7.5t, 1.38" width
Shovel Rake cycles based on timer or a water level sensor.

Table 7: Drive Mechanism

<b>MOTOR CHARACTERISTICS</b>
Manufacturer: Baldor - Class 1 - Div 1
Nominal power: 0,73 hp (0.55 KW)
Absorbed power: 0,55 hp (0.41 KW)
Voltage: 240 or 480 VAC
Speed of rotation: 8.7 rpm
Frequency: 60 Hz
Protection: IP65 - Ingress Protection against dust and water jets
Weight: 57.20 lb.

Table 8: Motor Characteristics



Table 1 through Table 9 (below) provides technical characteristics for the Compactec equipment.

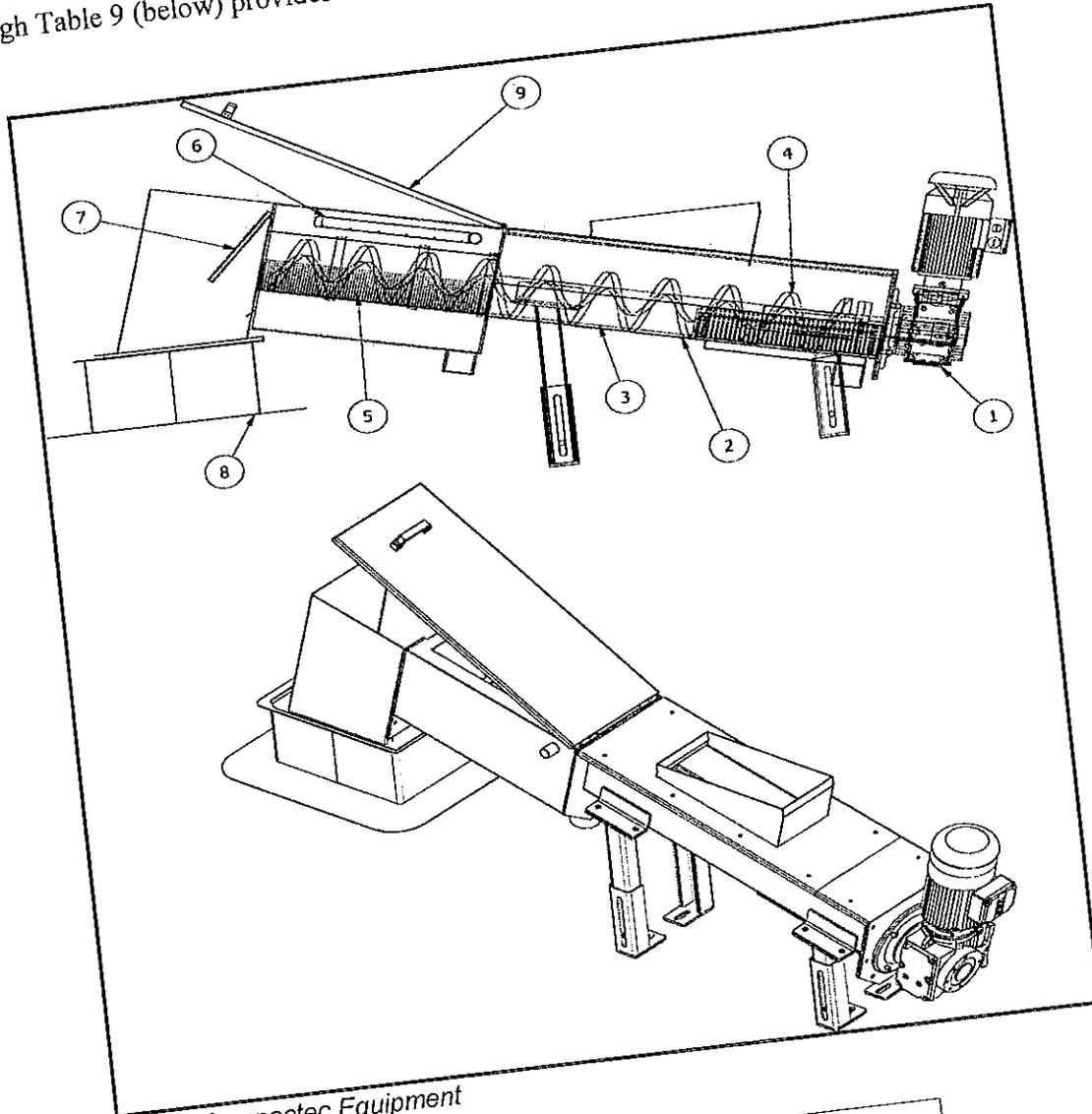


Illustration 1: Compactec Equipment

COMPACTOR PARTS LIST			
1	Gear motor	6	Spray Bar
2	Conveyor tube	7	Adjustable compaction head valve
3	Trough (HDPE 1000)	8	Odor Control Bag hopper
4	Hollow screw conveyor	9	Cover plate
5	Perforated drum		

Table 1: Compactec Parts List



<b>HYDRAULIC CONDITIONS</b>
Treated product: Screenings
Capacity: 0 to 9,500 gallon/day of compacted waste

Table 2: Hydraulic Conditions

<b>PERFORMANCE</b>
Dry solid concentration greater than 30% (with resonant cleaning of the compactor head): 1 to 2 x 30-second cycles/day
Volume reduction greater than 50 %

Table 3: Performance

<b>SPACE REQUIREMENTS - FOOTPRINT</b>
Length: 6.56'
Equipment Width: 9"
Weight: 374 lbs

Table 4: Space Requirements

<b>MATERIALS</b>
304 stainless steel
Surface treatment: Scouring, Passivation
T.I.G. welding techniques
Bolting: 304 stainless steel

Table 5: Materials



<b>U-SHAPED AUGER</b>
Diameter: 7" 7/8 (DN 200)
Inclination: 0° to 25°
1 x set of screw-on covers
1 x HDPE roller plate, 1/4" thick
1 x discharge chute receptor
2 x 2 adjustable feet

*Table 6: U-Shaped Auger*

<b>COMPACTING ZONE</b>
Length = 1' - 7"
1 x perforated drum, 1/8"
1 x 3/4" M - spray bar at 58 psi (4 bars) = 4.76 g/min
1 x adjustable compression valve
1 x cover
1 x 2" drain outlet

*Table 7: Compacting Zone*

<b>COIL</b>
Steel covered with polyurethane paint
Diameter: 7" 1/2

*Table 8: Coil*



<b>MOTOR CHARACTERISTICS</b>
Manufacturer: Baldor - Class 1 - Div 1
Type: with worn screw
Nominal power: 1 hp (0.75 KW)
Absorbed power: 0.75 hp (0.56KW)
Voltage: 208 or 480 VAC
Speed of rotation: 16 rpm
Frequency: 60 Hz
Protection: IP55 - Ingress Protection against dust and water
Weight: 61.6 lbs
Insulation class: F

*Table 9: Motor Characteristics*



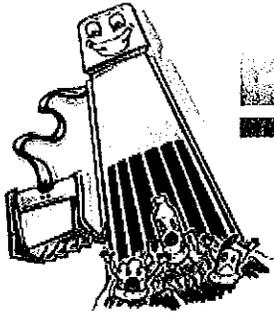
# Aqualitec

Screening Equipment

**Aqualitec Corp. Installations: Mendocino District (California)**



Mr. Steve Acker, Mendocino District Manager  
(707)937-5751



# SCREENTEC

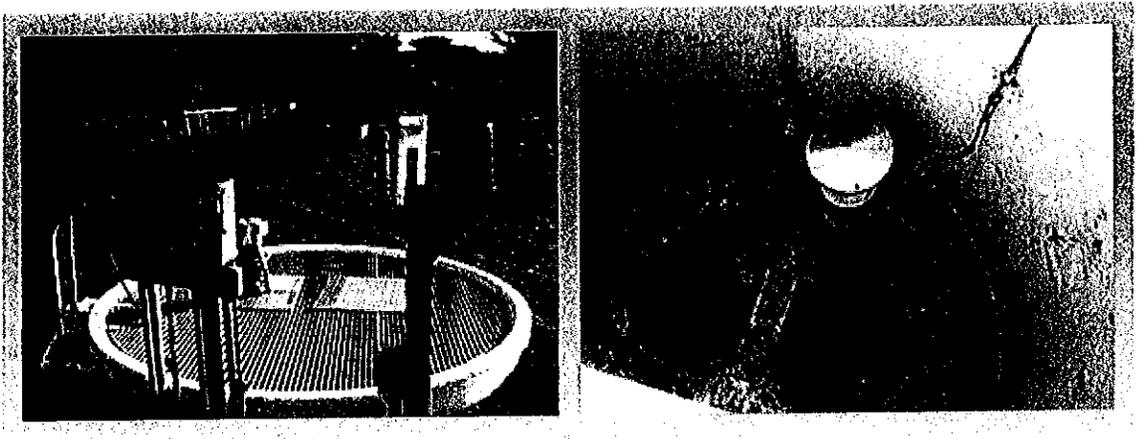
## THE PUMP STATION BAR SCREEN Mendocino Success Story

### Mendocino Case Study

As representatives of a small community, the Mendocino City Community Services District administrators felt strongly that they needed to deliver terrific wastewater treatment value at the lowest cost for their taxpayers.

But they knew they needed to make a change, as their existing wastewater treatment system left unwanted solid accumulations at numerous points throughout their 1MGD treatment plant. This waste material had to be manually removed to prevent it from reintroducing unfavorable compounds into the treated water.

The existing equipment at MCCSD's headworks just wasn't getting the job done. "It would reduce some solids to a smaller size, but would pass everything through," says MCCSD's Steve Acker. All non-biodegradable materials had to be manually removed, or they would simply pass through the process or accumulate in the aerator, aerobic digester, sludge dryer, and other points in the treatment facility.



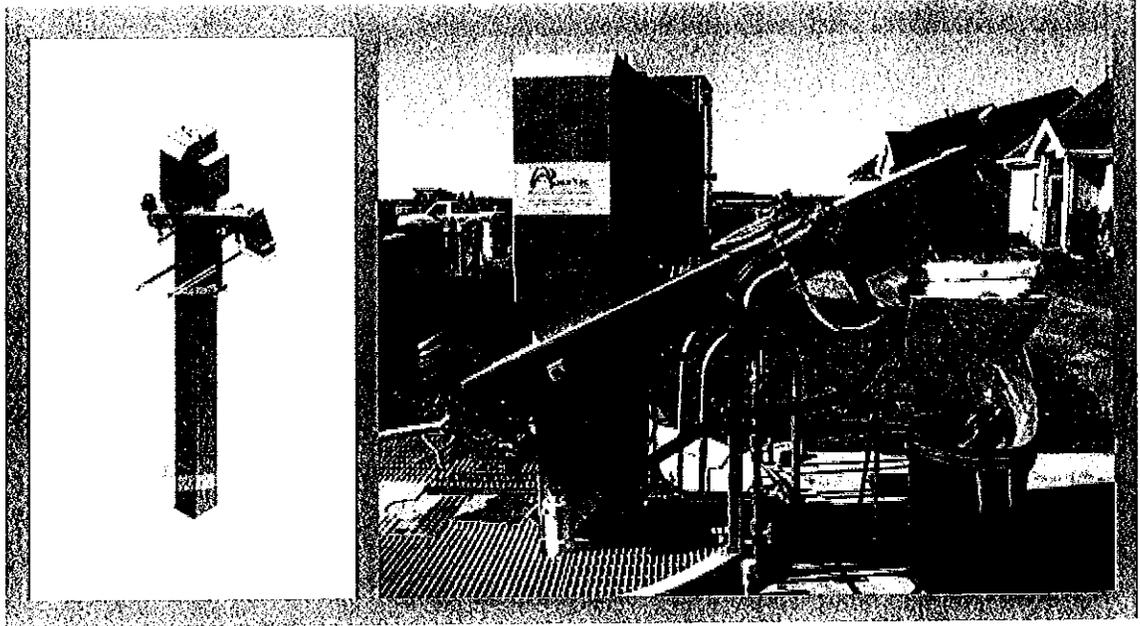
Manual removal of the non-dispersibles was difficult, expensive, and hazardous, but the City of Mendocino didn't have a large enough budget to accommodate an extensive renovation of the outdated headworks. This posed a difficult dilemma: the solid waste problem had to be fixed, but the existing headworks design didn't appear to be conducive to a simple and inexpensive

**Screenotec's main benefit is that plastics and other solids are kept out of our process. – Steve Acker, City of Mendocino**

Call 1.855-655-2214 for more info  
[www.aqualitec.com](http://www.aqualitec.com)

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## Mendocino Case Study



Mike Kelley, the former District Manager, says that he had searched for a number of years for a screening solution. Finally, he discovered Screentec, Aqualitec's unique vertical screen design. Screentec was the only screening product that could match MCCSD's technical requirements as well as their unique footprint constraints. The unit had to accommodate a 12-ft deep headworks design, serviced by a small 8-ft manhole, constraints that had proven to be too challenging for every other wastewater screening product on the market.

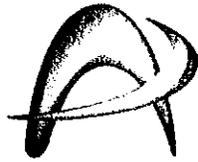
Screentec's three-year maintenance cost was \$0.

Aqualitec's experts ensured that the Screentec installation went smoothly. Instantly, solid waste accumulation in MCCSD's facility dropped to a fraction of its former levels. Personnel were no longer required to manually fish the solids out of the system, drastically reducing labor costs and exposure to hazardous conditions. Best of all, Screentec hasn't required any maintenance in its three-year service history at MCCSDS.

Aqualitec has been building state of the art pump protection equipment for over 15 years, and has performed over 1,000 successful installations worldwide. The Screentec design was a powerful investment for the City of Mendocino, meeting the utility authority's needs for cleaner wastewater output with reduced manual labor, decreased risk to personnel, and tremendous reliability.

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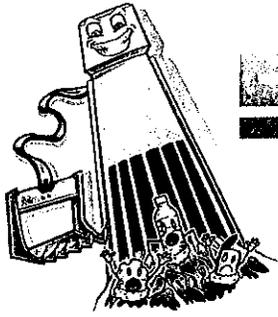
Screening Equipment

**Aqualitec Corp. Installations: Lower Township MUA (New Jersey)**



Mr. Matthew Ecker - Executive Director – (609)-886-7146

Mr. Craig Loper – Superintendent – (609)-381-0733



# SCREENTEC

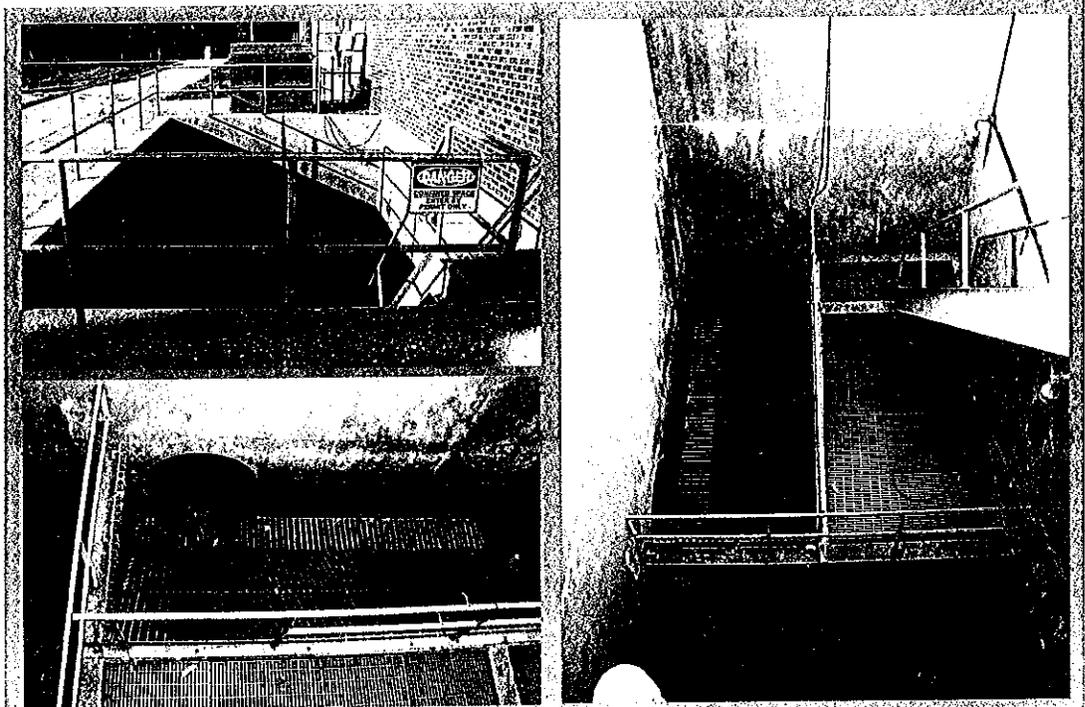
## THE PUMP STATION BAR SCREEN Lower Township Success Story

### Screenotec Success Story - The Lower Township, NJ

New Jersey's Lower Township Municipal Utilities Authority had a problem. The utilities authority operates a 5 MGD plant, with wastewater inflow arriving through a 48-in pipe routed 23 feet below grade level. Their manual inflow pump screening setup was difficult and hazardous to clean, and its 2.5" screen spacing let entirely too much non-dispersible waste through. Their 3,000 GPM non-clog pumps were constantly clogging, and workers were repeatedly exposed to a hazardous situation.

**"Our old system cost \$26,000 in annual labor."**

Each day, a crew of two to three workers had to descend a 26' stairwell into a dark, hazardous environment to manually remove accumulated debris from the screen. Scooping the refuse with gloved hands caused additional non-dispersible trash to fall through the large openings between screen bars, and workers had to haul heavy buckets full of debris up the steep, damp steps to a nearby dumpster. Hefting the heavy buckets overhead caused a number of strain injuries over the years, and hazardous hydrogen sulfide levels often necessitated expensive overtime work to clear the screens very early in the morning.



LTMUA Lift Station before Screenotec.

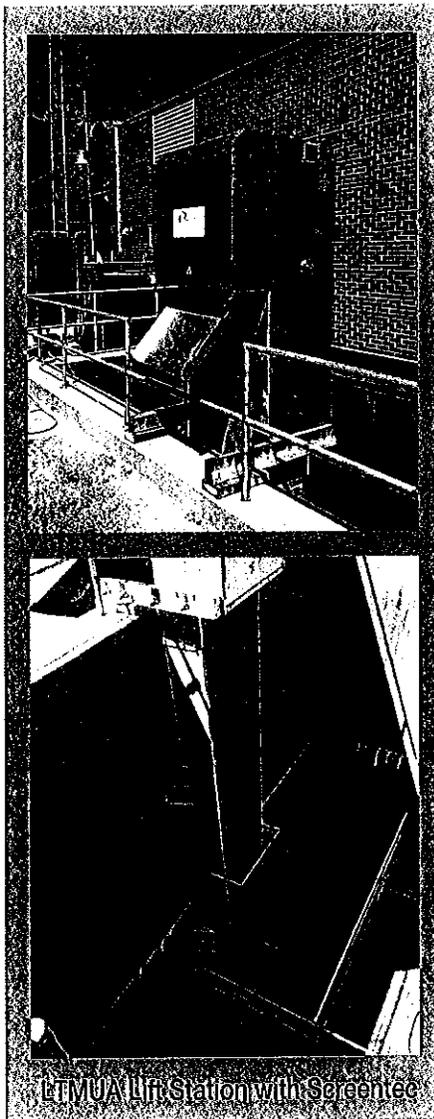
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## Screenotec Saves LTMUA \$72 Every Day

Matthew Ecker, LTMUA's Executive Director, calculated the manual pump screen's labor costs alone at over \$26,000 every year. Worker's compensation and pump replacement costs sent the total expense of the antiquated system through the roof, but there weren't any satisfactory solutions available on the market. Until Screenotec, that is. "We studied numerous solutions from major vendors in the industry, but they were all twice as expensive as Screenotec. On top of that, they all required extensive modifications to our existing inflow system," Matthew says. With its low price, easy installation, and low-maintenance design, Screenotec was the natural choice for LTMUA. Screenotec's design excludes moving parts, removing the requirement for unsafe manual operations at the bottom of the lift station.



Aqualitec designed and built a simple solution to meet Lower Township's needs. In order to allow for easy removal, if it ever became necessary, Screenotec was installed without any attachments at the bottom of the lift station structure. Aqualitec fabricated Screenotec's bar screen on a customized bracket, secured to the wall by guide rails and attached at its upper base by a single pair of brackets. "We installed the Screenotec unit with our own forces in two days with a four man crew and an electrician. We used a pickup truck crane and hand tools," Ecker recalls. Other than removing a small handrail section, installation required no modifications to LTMUA's existing inflow structure.

**"Screenotec is better, cheaper, and safer."**

**Matthew Ecker, LTMUA**

The design has exceeded all of LTMUA's expectations. "Our new vertically installed screen with a  $\frac{3}{4}$ " bar spacing does the job much better, cheaper and most importantly, much more safely than our old system," Ecker says.

Aqualitec has been building state of the art pump protection equipment for over 15 years, and has performed over 1,000 installations worldwide. The Screenotec design was a fantastic investment for TMUA, meeting the utility authority's needs for reduced manual labor, decreased risk to personnel, greater reliability, and increased protection of expensive pumping equipment. Screenotec saves LTMUA more than \$72 every day!

Call 1.855-655-2214 for more info  
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Screening Equipment & Sludge Treatment

## U.S.A. References

Year	Account Name	State/ Country	Application	Products	Flow MGD	Contact Principal	Contact Information	
1	2015	Warren County	NU	Lift Station	Screenotec	5	To be installed	To be installed
2	2015	City of Odessa	MO	Headworks	Spiraltac	4	To be installed	To be installed
3	2015	City of White Hall	IL	Headworks	Screenotec	1	To be installed	To be installed
4	2015	City of Carabelle	FL	Headworks	Raketec	3	To be installed	To be installed
5	2015	City of Jefferson	MO	Headworks	Screenotec	0.5	To be installed	To be installed
6	2015	City of Jefferson	MO	Headworks	Compactec	0.5	To be installed	To be installed
7	2015	City of North Newto	KS	Headworks	Screenotec	1	To be installed	To be installed
8	2015	City of North Newto	KS	Headworks	Compactec	1	To be installed	To be installed
9	2015	City of Ukiah	CA	Pump Station	Screenotec	13	To be installed	To be installed
10	2015	City of Ukiah	CA	Pump Station	Compactec	14	To be installed	To be installed
11	2015	Westmoreland Sewage Authority	PA	Headworks	Raketec	12.5	To be installed	To be installed
12	2015	Westmoreland Sewage Authority	PA	Headworks	Compresstec	12.5	To be installed	To be installed
13	2015	City of Herlong	CA	Headworks	Raketec	3	To be installed	To be installed
14	2015	City of Herlong	CA	Headworks	Compactec	4	To be installed	To be installed
15	2015	Wrigley Manufacturing	GA	Headworks	Screenotec	0.03	Mr. Barry Bales	770-967-5862 barry.bales@Wrigley.com
16	2015	Coweta Water Authority	GA	Manhole	Screenotec	4	Mr. Walter Russell	770-328-0680 wrussell@cowetawater.com



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Screening Equipment & Sludge Treatment

## U.S.A. References

17	2015	Utilities Inc. Suwanee	GA	Headworks	Drumtec	0.6	Mr. Ron Medders	912-313-1977 rmedders@uiwater.com
18	2015	Utilities Inc. Suwanee	GA	Headworks	Compactec	0.6	Mr. Ron Medders	912-313-1977 rmedders@uiwater.com
19	2015	City of Hiawatha	KS	Headworks	Raketec	5	Mr. Rick Tedrow	785-393-2324 tedrowmachine@yahoo.com
20	2015	Pilgrims	VA	Lift Station	Screen tec	3	Mr. Pete Forehand	540 901 6061 Pete.Forehand@pilgrims.com
21	2015	Pilgrims	VA	Lift Station	Compactec	3	Mr. Pete Forehand	541 901 6061 Pete.Forehand@pilgrims.com
22	2015	City of Pembroke Pines	FL	Headworks	Raketec (2 Units)	12.5	Mr. Gerry Desjardins	(954) 299-5707 gdesjardins@ppines.com
23	2015	City of Pembroke Pines	FL	Headworks	Compactec (2 Units)	12.5	Mr. Gerry Desjardins	(954) 299-5707 gdesjardins@ppines.com
24	2014	Universal Services	LA	Jail Pump Stat	Screen tec	0.5	Mr. Alan Cook	601-394-4510 acook@universalservicesms.com
25	2014	City of Pembroke Pines	FL	Lift Station	Screen tec	0.5	Mr. Gerry Desjardins	(954) 299-5707 gdesjardins@ppines.com
26	2014	City of Anniston	AL	Headworks	Raketec	25	Mr. Greg Moon	256-310-3619 gmoon@awwsb.org
27	2013	Epcor Water	AZ	Pump Station	Screen tec	12	Mr. Doug Griffith	(623) 445-2482 dgriffith@epcor.com
28	2013	Epcor Water	AZ	Pump Station	Compactec	12	Mr. Doug Griffith	(623) 445-2482 dgriffith@epcor.com
29	2012	City of Everson	WA	Headworks	Spiraltec	0.9	Mr. Rick Holt	(360) 966-3411 rholt@ci.everson.wa.us



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Screening Equipment & Sludge Treatment

## U.S.A. References

30	2012	City of Langley	WA	Headworks	Raketec	1.2	Randi Perry	(360) 221-4274 langlevutilites@whidbey.com
31	2012	City of Langley	WA	Septage Receiving Station	Spiraltec	1.2	Randi Perry	(360) 221-4274 langlevutilites@whidbey.com
32	2012	City of Langley	WA	Headworks	Compactec	1.2	Randi Perry	(360) 221-4274 langlevutilites@whidbey.com
33	2012	City of St John	WA	Headworks	Screentec	0.7	Rodger Bly	(509) 648-3905 rodgerblycityquv@yahoo.com
34	2012	City of St John	WA	Headworks	Compactec	0.7	Rodger Bly	(509) 648-3905 rodgerblycityquv@yahoo.com
35	2012	The Township of Lower	NJ	Lift Station	Screentec	5	Mr. Craig Loper	(609) 886-7146 X23 cloper@comcast.net
36	2011	City of Mendocino	CA	Manhole	Screentec	1	Mr. Mike Kelley	(707) 937-5751 mccsd@mcn.org
37	2011	City of Mendocino	CA	Manhole	Compactec	1	Mr. Mike Kelley	(707) 937-5751 mccsd@mcn.org
38	2010	Clearlake Oaks District	CA	Headworks	Raketec	1	Mr. John Hopkins	(707) 998-3322
39	2010	Clearlake Oaks District	CA	Headworks	Compactec	1	Mr. John Hopkins	(707) 998-3323
40	2012	Stereau	Djibouti	Headworks	Screentec (2 Units)	9	Possibility to organize a conference call	
41	2012	Veolia	Vietnam	Headworks	Raketec (2 Units)	9	Possibility to organize a conference call	
42	2012	City of Conde	France	Headworks	Drumtec	6	Possibility to organize a conference call	
43	2012	MSE	France	Headworks	Grittec	0.1	Possibility to organize a conference call	



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## U.S.A. References

44	2012	Sources	Algeria	Headworks	Grittec	0.3	Possibility to organize a conference call
45	2012	City of Marigne	France	Pump Station	Screentec	3	Possibility to organize a conference call
46	2012	Eurotec	France	Headworks	Raketec	4	Possibility to organize a conference call
47	2012	City of Aubigny	France	Headworks	Drumtec	1	Possibility to organize a conference call
48	2012	Solutio	France	Headworks	Drumtec	2	Possibility to organize a conference call
49	2012	Vinci Construction	France	Headworks	Raketec & Compactec	5	Possibility to organize a conference call
50	2012	Sources	France	Headworks	Raketec	1.2	Possibility to organize a conference call
51	2012	L'eau Pure	France	Pump Station	Screentec & Compactec	2	Possibility to organize a conference call
52	2012	Suez Environment	France	Headworks	Screentec (2 Units)	9	Possibility to organize a conference call
53	2012	Stereau	Djibouti	Headworks	Grittec	0.2	Possibility to organize a conference call
54	2012	Veolia	France	Headworks	Drumtec	0.9	Possibility to organize a conference call
55	2012	Technor	Liberia	Headworks	Drumtec	2.3	Possibility to organize a conference call
56	2012	ATR	France	Headworks	Screentec	4	Possibility to organize a conference call
57	2012	Suez Environment	France	Headworks	Screentec & Compactec	1.2	Possibility to organize a conference call
58	2012	GTM	France	Headworks	Grittec	0.1	Possibility to organize a conference call
59	2012	Veolia	France	Septage Receiving Station	Spiraltec	1.2	Possibility to organize a conference call



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## U.S.A. References

60	2012	Suez Environment	St Barthelemy	Headworks	Drumtec	2	Possibility to organize a conference call
61	2012	Suez Environment	France	Headworks	Raketec & Compactec	3	Possibility to organize a conference call
62	2012	MSE	France	Headworks	Screentec	4.5	Possibility to organize a conference call
63	2012	Veolia	France	Headworks	Screentec & Compactec	6.2	Possibility to organize a conference call
64	2012	MSE	France	Headworks	Screentec (2 Units)	2.1	Possibility to organize a conference call
65	2012	City of Denguin	France	Headworks	Screentec	2.1	Possibility to organize a conference call
66	2012	City of Felnes	France	Headworks	Grittec	0.2	Possibility to organize a conference call
67	2012	STGS	France	Headworks	Spiraltec	1.1	Possibility to organize a conference call
68	2012	GTM	France	Septage Receiving Station	Drumtec	1.3	Possibility to organize a conference call
69	2012	City of Vimoutiers	France	Septage Receiving Station	Spiraltec	2.5	Possibility to organize a conference call
70	2012	GTM	France	Pump Station	Screentec	4.1	Possibility to organize a conference call
71	2012	Veolia	France	Headworks	Screentec & Compactec	4.9	Possibility to organize a conference call
72	2012	BIE	France	Headworks	Spiraltec	1.2	Possibility to organize a conference call
73	2012	OTV	France	Headworks	Raketec	5.1	Possibility to organize a conference call



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## U.S.A. References

74	2012	Veolia	France	Headworks	Grittec	0.3	Possibility to organize a conference call
75	2012	Vinci Construction	France	Headworks	Raketec & Compactec	1.6	Possibility to organize a conference call
76	2012	City of Magalas	France	Headworks	Screentec	2.1	Possibility to organize a conference call
77	2012	SGAD	France	Headworks	Spiraltec (2 Units)	5.6	Possibility to organize a conference call
78	2012	City of Permes les Fontaines	France	Headworks	Drumtec (2 Units)	5.2	Possibility to organize a conference call
79	2012	Veolia	France	Pump Station	Screentec	1.1	Possibility to organize a conference call
80	2012	City of Dozule	France	Headworks	Spiraltec	2	Possibility to organize a conference call
81	2012	Suez Environment	France	Headworks	Grittec	0.5	Possibility to organize a conference call
82	2012	Nantaise Water	France	Headworks	Grittec	0.2	Possibility to organize a conference call
83	2012	Sources	France	Headworks	Raketec & Compactec	1.3	Possibility to organize a conference call
84	2012	Veolia	France	Headworks	Screentec & Compactec	6.4	Possibility to organize a conference call
85	2011	City of Espira	France	Headworks	Grittec	0.3	Possibility to organize a conference call
86	2011	City of Loon Plage	France	Headworks	Spiraltec	1.2	Possibility to organize a conference call
87	2011	Nantaise Water	France	Headworks	Raketec	0.3	Possibility to organize a conference call
88	2011	Nantaise Water	France	Headworks	Screentec (2 Units)	5.3	Possibility to organize a conference call



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Screening Equipment & Sludge Treatment

## U.S.A. References

89	2011	Suez Environment	St Barthelemy	Pump Station	Screenotec	2.3	Possibility to organize a conference call
90	2011	Veolia	France	Headworks	Raketec & Compactec	4	Possibility to organize a conference call
91	2011	City of St Thonan	France	Headworks	Drumtec	1.5	Possibility to organize a conference call
92	2011	City of St Crevin	France	Headworks	Grittec	0.2	Possibility to organize a conference call
93	2011	Veolia	France	Headworks	Spiraltec	1.1	Possibility to organize a conference call
94	2011	Suez Environment	France	Headworks	Screenotec & Compactec	5	Possibility to organize a conference call
95	2011	City of Montoux	France	Headworks	Raketec & Compactec	1	Possibility to organize a conference call
96	2011	City of Laurent du Medoc	France	Headworks	Screenotec & Compactec	5	Possibility to organize a conference call
97	2011	Vinci Construction	France	Headworks	Grittec	0.5	Possibility to organize a conference call
98	2011	City of Vendargues	France	Headworks	Screenotec & Compactec	9	Possibility to organize a conference call
99	2011	La Ronce District	France	Headworks	Spiraltec	2	Possibility to organize a conference call
100	2011	Tlemcen	Algeria	Headworks	Spiraltec	2.1	Possibility to organize a conference call
101	2011	City of Les Tours	France	Headworks	Spiraltec	2.1	Possibility to organize a conference call



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Screening Equipment & Sludge Treatment

## U.S.A. References

102	2011	City of Les Sorinieres	France	Headworks	Screenotec & Compactec	4	Possibility to organize a conference call
103	2011	CSE Environment	France	Headworks	Drumtec	2	Possibility to organize a conference call
104	2011	CSE Environment	France	Headworks	Spiraltec	1.2	Possibility to organize a conference call
105	2011	City of Jousse	France	Headworks	Drumtec	4	Possibility to organize a conference call
106	2011	City of Joue	France	Headworks	Screenotec	10	Possibility to organize a conference call
107	2011	City of Beaumont	France	Pump Station	Screenotec & Compactec	1	Possibility to organize a conference call
108	2011	Bouygues Construct	France	Septage Receiving Station	Spiraltec	2.5	Possibility to organize a conference call
109	2011	Tlemcen	Algeria	Septage Receiving Station	Spiraltec	3.1	Possibility to organize a conference call
110	2011	Tlemcen	Algeria	Headworks	Raketec & Compactec	3	Possibility to organize a conference call
111	2010	City of La Ronce	France	Pump Station	Screenotec	1	Possibility to organize a conference call
112	2010	Vinci Construction	Reunion	headworks	Raketec	1	Possibility to organize a conference call
113	2010	City of Bezler	France	headworks	Screenotec	2.1	Possibility to organize a conference call
114	2010	Vinci Construction	France	headworks	Drumtec	4	Possibility to organize a conference call
115	2010	City of Marteau	France	headworks	Screenotec & Compactec	1	Possibility to organize a conference call



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Screening Equipment & Sludge Treatment

## U.S.A. References

116	2010	City of Herouville	France	headworks	Screenotec	1	Possibility to organize a conference call
117	2010	Bouygues Construc	France	headworks	Drumtec	2.2	Possibility to organize a conference call
118	2010	Veolia	France	headworks	Screenotec & Compactec	5.1	Possibility to organize a conference call
119	2010	MYAH	Algeria	headworks	Raketec & Compactec	4	Possibility to organize a conference call
120	2010	MSE	France	Pump Station	Screenotec	2	Possibility to organize a conference call
121	2010	MSE	France	Pump Station	Screenotec & Compactec	1	Possibility to organize a conference call
122	2010	City of Chatillon	France	Pump Station	Screenotec & Compactec	3	Possibility to organize a conference call
123	2010	City of Cise	France	Septage Receiving Station	Spiraltec	1.2	Possibility to organize a conference call
124	2010	City of Saumur	France	Pump Station	Screenotec	5	Possibility to organize a conference call
125	2010	Veolia	France	Headworks	Raketec & Compactec	1	Possibility to organize a conference call
126	2010	City of Laguiole	France	Septage Receiving Station	Spiraltec	2.3	Possibility to organize a conference call
127	2010	HRC	France	Pump Station	Screenotec	5.1	Possibility to organize a conference call



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## U.S.A. References

128	2010	SDEI	France	Pump Station	Screenotec & Compactec	3	Possibility to organize a conference call
129	2010	City of Voisin	France	Headworks	Drumtec	3	Possibility to organize a conference call
130	2010	Vinci Construction	France	Headworks	Spiraltec	1.9	Possibility to organize a conference call
131	2010	EPRRA	Algeria	Headworks	Spiraltec	2	Possibility to organize a conference call
132	2010	MSE	France	Headworks	Screenotec & Compactec	1.8	Possibility to organize a conference call
133	2010	Suez Environment	France	Headworks	Raketec	3	Possibility to organize a conference call
134	2010	Essone Water Com	France	Headworks	Screenotec	1.8	Possibility to organize a conference call
135	2010	Hydro Elec Services	France	Headworks	Raketec & Compactec	9	Possibility to organize a conference call
136	2009	Suez Environment	France	Headworks	Screenotec & Compactec	1.6	Possibility to organize a conference call
137	2009	City of Beaumont	France	Headworks	Screenotec & Compactec	2	Possibility to organize a conference call
138	2009	Sogeframa	Morocco	Headworks	Spiraltec	0.5	Possibility to organize a conference call
139	2009	Suez Environment	France	Headworks	Screenotec & Compactec	2	Possibility to organize a conference call
140	2009	POSEO	France	Headworks	Drumtec	1.1	Possibility to organize a conference call



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## U.S.A. References

141	2009	City of Cise	France	Pump Station	Screenotec & Compactec	1.9	Possibility to organize a conference call
	2009	Veolia	France	Headworks	Raketeq	2	Possibility to organize a conference call
142	2009	Eau Pure	France	Pump Station	Screenotec	5.3	Possibility to organize a conference call
143	2009	Aqua	Algeria	Pump Station	Screenotec & Compactec	6.2	Possibility to organize a conference call
144	2009	Sources	France	Pump Station	Screenotec	1	Possibility to organize a conference call
145	2009	City of Saumur	France	Headworks	Screenotec	2	Possibility to organize a conference call
146	2009	City of Joue	France	Headworks	Grittec	0.3	Possibility to organize a conference call
147	2009	Nantaise Water	France	Headworks	Drumtec	4	Possibility to organize a conference call
148	2009	ATP	France	Headworks	Screenotec & Compactec	1.1	Possibility to organize a conference call
149	2009	Voisin	France	Headworks	Screenotec & Compactec	1.6	Possibility to organize a conference call
150	2009	Bubreuil	France	Headworks	Raketeq	1.4	Possibility to organize a conference call
151	2009	SOVEP	France	Headworks	Screenotec & Compactec	1.1	Possibility to organize a conference call
152	2009	Voisin	France	Headworks	Grittec	0.5	Possibility to organize a conference call
153	2009	Vinci Construction	France	Headworks	Screenotec & Compactec	3.4	Possibility to organize a conference call
154	2009						



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Screening Equipment & Sludge Treatment

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155	2009	City of Soteville	France	Headworks	Raketeec & Compactec	2.6	Possibility to organize a conference call
156	2009	OTV	France	Pump Station	Screenotec	2.4	Possibility to organize a conference call
157	2009	Vinci Construction	France	Pump Station	Screenotec & Compactec	1	Possibility to organize a conference call
158	2009	Vinci Construction	France	Septage Receiving Station	Spiraltec	1	Possibility to organize a conference call
159	2009	OIS	France	Pump Station	Screenotec	6	Possibility to organize a conference call
160	2009	Vinci Construction	France	Headworks	Screenotec	2.8	Possibility to organize a conference call
161	2008	Vinci Construction	France	Headworks	Screenotec (2 Units)	1.8	Possibility to organize a conference call
162	2008	SBST	France	Pump Station	Screenotec	2	Possibility to organize a conference call
163	2008	Hydrea	France	Headworks	Screenotec	5	Possibility to organize a conference call
164	2008	Veolia	France	Headworks	Screenotec & Compactec	1.4	Possibility to organize a conference call
165	2008	Bouygues Construc	France	Headworks	Raketeec	3.2	Possibility to organize a conference call
166	2008	Bouygues Construc	France	Headworks	Spiraltec	1.5	Possibility to organize a conference call
167	2008	Jousse	France	Headworks	Screenotec & Compactec	1.5	Possibility to organize a conference call
168	2008	Sauzet	France	Headworks	Drumtec	1	Possibility to organize a conference call
169	2008	City of Saumur	France	Headworks	Screenotec	2.1	Possibility to organize a conference call



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Screening Equipment & Sludge Treatment

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170	2008	Bouygues Construc	France	Headworks	Screentec	4.3	Possibility to organize a conference call
171	2008	Vinci Construction	France	Headworks	Screentec & Compactec	4	Possibility to organize a conference call
172	2008	Veolia	France	Headworks	Spiraltec	1	Possibility to organize a conference call
173	2008	Voisin	France	Headworks	Screentec (2 Units)	3.2	Possibility to organize a conference call
174	2008	Marteau	France	Headworks	Raketeq (2 Units)	5.1	Possibility to organize a conference call
175	2008	Voisin	France	Headworks	Spiraltec	0.6	Possibility to organize a conference call
176	2008	City of Saumur	France	Headworks	Raketeq	2	Possibility to organize a conference call
177	2008	Voisin	France	Headworks	Screentec & Compactec	3	Possibility to organize a conference call
178	2008	Feljas	France	Headworks	Screentec	4.1	Possibility to organize a conference call
179	2007	MD Company	France	Headworks	Screentec (2 Units)	8	Possibility to organize a conference call
180	2007	Vinci Construction	France	Septage Receiving Station	Spiraltec	1.8	Possibility to organize a conference call
181	2007	SDEI	France	Headworks	Screentec (2 Units)	1.2	Possibility to organize a conference call
182	2007	Bouygues Construc	France	Headworks	Griftec	0.1	Possibility to organize a conference call
183	2007	Vinci Construction	France	Headworks	Raketeq	2	Possibility to organize a conference call



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Screening Equipment & Sludge Treatment

## U.S.A. References

184	2007	Suez Environment	France	Pump Station	Screenotec & Compactec	1.7	Possibility to organize a conference call
185	2007	Vinci Construction	France	Septage Receiving Station	Spiraltec	1.9	Possibility to organize a conference call
186	2007	Vinci Construction	France	Headworks	Drumtec	1	Possibility to organize a conference call
187	2006	Voisin	France	Headworks	Screenotec & Compactec	2	Possibility to organize a conference call
188	2006	Marteau	France	Headworks	Grittec	0.2	Possibility to organize a conference call
189	2006	SBST	France	Headworks	Screenotec (2 Units)	3	Possibility to organize a conference call
190	2006	General Water	France	Headworks	Raketec (2 Units)	2.1	Possibility to organize a conference call
191	2006	OTV	France	Headworks	Screenotec	0.9	Possibility to organize a conference call
192	2006	Bouygues Construc	France	Headworks	Spiraltec	0.8	Possibility to organize a conference call
193	2006	MSE	France	Headworks	Spiraltec	2	Possibility to organize a conference call
194	2006	Feljas	France	Headworks	Drumtec	3	Possibility to organize a conference call
195	2006	Bouygues Construc	France	Pump Station	Screenotec	1.9	Possibility to organize a conference call
196	2006	Bouygues Construc	France	Headworks	Raketec & Compactec	1	Possibility to organize a conference call
197	2006	Suez Environment	France	Pump Station	Screenotec & Compactec	2	Possibility to organize a conference call

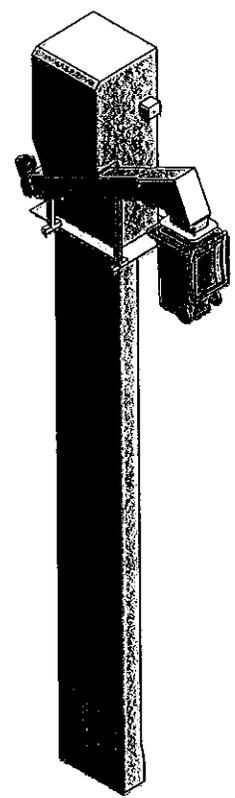
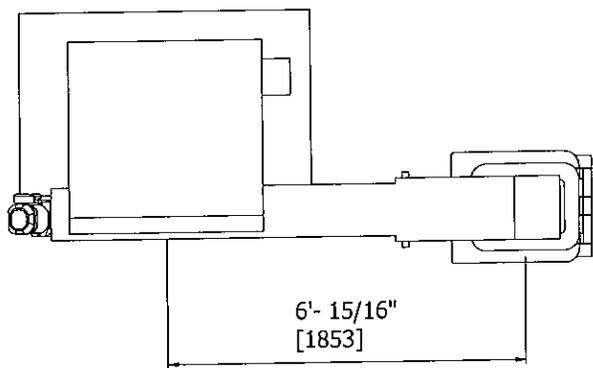
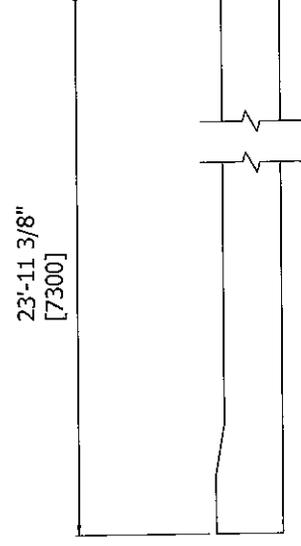
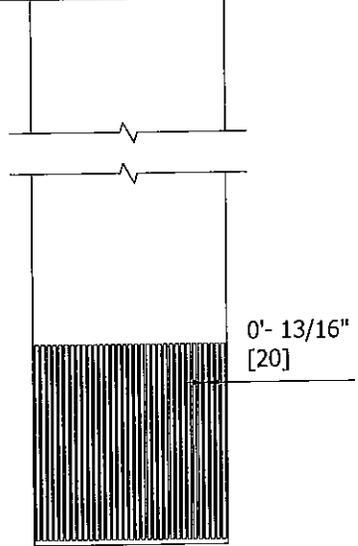
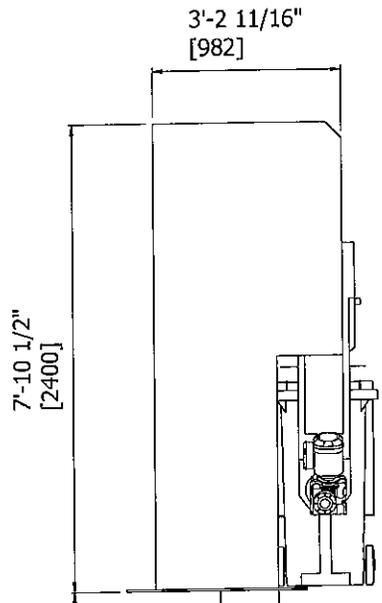
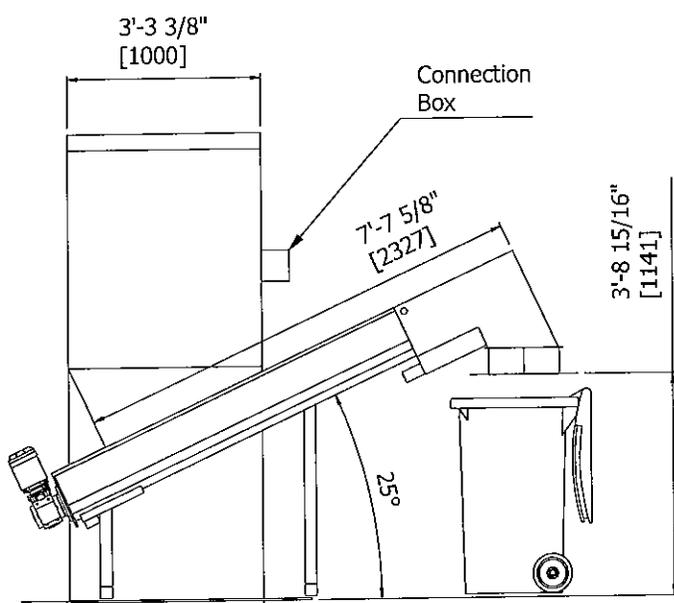


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198	2006	Suez Environment	France	Septage Receiving Station	Spiraltec	1.6	Possibility to organize a conference call
199	2006	Voisin	France	Headworks	Grittec	0.6	Possibility to organize a conference call
200	2006	Feljas	France	Headworks	Screentec	4.1	Possibility to organize a conference call
201	2006	Sauzet	France	Headworks	Drumtec	1	Possibility to organize a conference call
202	2006	Vinci Construction	France	Headworks	Screantec & Compactec	3	Possibility to organize a conference call
203	2006	SBST	France	Headworks	Spiraltec	1	Possibility to organize a conference call
204	2006	SBST	France	Headworks	Screentec	1	Possibility to organize a conference call



Code article:  
**DV1000+CC200**

Description: **Af12.10.1205 Long Hill**



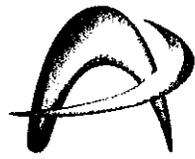
Material:  
Weight: 609.60 kg

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B			
Ind	Modification	Name	Date

Projection : Scale: 1:35  
Designer: RICHARD Y.

Sheet:1  
Size:A4

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**Aqualitec**  
Screening Equipment

**OPERATIONS & MAINTENANCE MANUAL**  
**SCREENTEC – Mechanical Vertical Bar Screen**  
**COMPACTEC – Washer/Compactor Compactec**

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## **1.0 Introduction**

Section 1 describes the application of the Screen Tec Mechanical Vertical Bar Screen and its general operation. The section also provides an illustration with accompanying parts list.

### **1.1 Screen Tec Application**

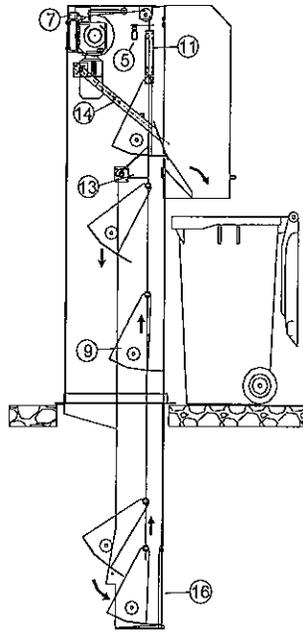
Screen Tec is designed to provide "pretreatment" processing at water treatment plants and at wastewater treatment plants. It is made to measure. The system is both robust and compact, and is particularly well suited to operate at extreme depths—from 5 ft.—50 ft. (1.5 m—15 m).

The Screen Tec system can be installed in a channel (EC 10.02 DV Av) or directly in a lifting station (EC 10.02 DV Am). Safe operation is guaranteed by installing all the equipment at the surface, out of the water, where it is readily accessible. The system is made up of a Screen with straight bars (gaps of 10 to 50 mm), a scraper comb fitted with a drive strap, and a screen for the discharge.

Debris from the screen raking process can be packed directly into bags using the bag filler system (model ECF or ESF). Alternatively, debris can be compacted by fitting a compacting screw (model EC 10.06 CC) directly onto the Screen Tec chassis.

### **1.2 Screen Tec General Operation**

The diagram and accompanying description (following page) summarize Screen Tec operation.



*Illustration 1: Screenotec Operation Diagram*

The steps below describe the Screenotec Mechanical Vertical Bar Screen operating cycle. The Screenotec is either starting a cycle based on a water level sensor placed upstream of the screen or based on a timer.

STEP	ACTION
1.	A shovel rake mounted on a sturdy trap is going down at the bottom at the channel.
2.	Rectangular bar screens are placed at the bottom of the channel in order to retain the debris.
3.	The shovel rake teeth penetrate completely the bar screens and clean the front, or the upstream side of the bar screen.
4.	After collecting the debris, the shovel rake is going up toward the discharge chute.
5.	A scraper is placed at the point of discharge to clean the screenings located in the shovel rake.

## 2.0 Safety Instructions

This section describes the following safety rules and requirements for using the Screenotec equipment:

- Regulations and documentation
- Operator/user compliance
- Safety equipment
- Operator/user training
- Electrical components
- Raketec equipment design
- Maintenance and service
- Cleaning
- Warranty Scope and Liability

### 2.1 Regulations and Documentation

The following documentation must be available to operators/users at the Screenotec equipment installation site:

- *Screenotec Mechanical Vertical Bar Screen Manual* (this manual)
- All customer safety and accident prevention rules/regulations
- Environmental protection regulations

### 2.2 Operator/User Compliance

Be sure to comply with the following requirements:

- *(Operators/users)* Understand and comply with all rules/regulations related to safety and accident prevention.
- *(Supervisors)* Conduct regular surveys of operators/users to ensure they understand and comply with all safety rules and regulations.

### 2.3 Safety Equipment

Ensure that equipment operators/users

- Utilize necessary and appropriate safety clothing and gear.
- Supply and regularly inspect individual items of safety clothing/gear to ensure they are in good condition and proper working order.
- Utilize appropriate hearing protection (such as ear plugs/ear muffs) in noisy environments.

### 2.4 Operator/User Training

Ensure that all equipment operators/users

- Are trained to perform all assigned tasks using the equipment.
- Are informed of the tasks to be performed on the equipment before they operate it.
- Are supervised by experienced personnel during performance all Screenotec tasks.

## 2.5 Screenotec Equipment Design

Follow the instructions below to ensure proper operation of Screenotec equipment and to avoid both equipment damage and operator/user injury.

- To avoid equipment deterioration, operate Screenotec equipment only under the conditions for which it was designed.

**Note:** Equipment design and operation is based on technical data provided by the customer and the product knowledge/expertise of manufacturer Aqualitec.

- Maintain the equipment—particularly the detachable covers—in perfect operating condition.
- **Caution!** Immediately perform any repairs that may compromise operator/user safety.



## 2.6 Scope of Warranty and Liability

The Screenotec warranty provided by Aqualitec does not cover any operator/user injury or material damage resulting from misuse of the equipment, in particular for the following reasons:

- Usage that does not comply with equipment design
- Failure to completely and correctly follow the instructions for handling, storage, installation, equipment starting, maintenance, servicing and safety
- Use of defective protective gear by individual equipment operators/users
- Equipment design modifications completed without written authorization from the manufacturer
- Changes made to the motor ratios (power and speed) without the manufacturer's consent
- Failure to visually inspect Screenotec parts and identify those that are worn or damaged.
- Failure to maintain and service equipment in compliance with “best practices”
- Damage caused by foreign bodies or natural disaster

**Note:** All change requests approved by manufacturer Aqualitec must be in writing.

## 2.7 Screenotec Electrical Components

Follow the instructions below when working with Screenotec equipment electrical components:

- Always contact manufacturer Aqualitec before modifying the electric panel control configuration.
- If Aqualitec does not provide the electric panel control, confirm that the one in use is compatible with—and meets all applicable standards for—the Aqualitec panel control.
- Ensure that only qualified persons perform all electrical work.
- Keep the panel control locked; allow access only to authorized personnel.

## **2.8 Maintenance and Service**

Follow the instructions below when performing equipment maintenance/service work.

- To prevent accidental equipment restart during maintenance/service, be sure to switch off all devices before the work begins.
- Notify all on-site personnel before starting any Screenotec maintenance/service work. (For example, post “work in progress” notices on the main circuit breaker.) This prevents accidental equipment restart while work is in progress.
- Never perform maintenance/service on the equipment while it is under suspended loads.
- Replace any defective parts as soon as possible.

**Important!** Defective parts should be replaced only with spare parts provided by the manufacturer. Aqualitec cannot guarantee either the good working order of parts supplied by a third-party manufacturer or that such parts will provide the same performance as

- Inspect Screenotec equipment safety devices after completing all maintenance/service work to ensure the equipment remains in proper working order.

## **2.9 Equipment Cleaning**

Follow the instructions below when cleaning Screenotec equipment.

- When using water under high pressure, never point the water nozzle directly at any Screenotec electrical components.
- Thoroughly clean the equipment after any service/maintenance work during which substances (such as grease or detergent) were applied to the equipment.

### 3.0 Description/Technical Specifications

#### - Screen Tec

Table 1 through Table 8 (below) provides technical specifications for the Screen Tec equipment.

<b>HYDRAULIC CONDITIONS</b>
Influent: Raw Municipal
Average flow: 5 mgd
Peak flow: 10 mgd
Permitted Flow: 16 MGD
Influent inlet - Waste discharge: Downstream/Upstream

*Table 1: Hydraulic Conditions*

<b>MATERIALS</b>
304 stainless steel
Surface treatment: Scouring, Passivation
T.I.G. welding techniques
Bolting: 304 stainless steel

*Table 2: Materials*

<b>SPACE REQUIREMENTS - FOOTPRINT</b>
Depth: 25.5'
Equipment length: 32' – 9"
Equipment Width: 3' – 3"
Height of discharge: 3' – 11"
Installation angle: 90°
Weight: 1650 lbs

*Table 3: Space Requirement*

<b>MECHANICAL SCREEN WITH STRAIGHT BARS</b>
Bars: 1" 3/16 x 5/16"
Length: 6' – 6" 3/4"
Width: 3' – 3" 3/8
Screen opening: 3/8" (10 mm)

Table 4: Screen with Straight Bars

<b>FRAME</b>
Three pieces frame made of folded and welded panels
1/8" gauge thickness cover plate
Discharge chute cover with Allen Bradley safety locks
Removable protective front panel on the part above ground
Guide rails
Rubber Gasket
Two Lifting Handles, Diameter 16, weight capacity up to 0.7t

Table 5: Frame

<b>MOVING PARTS</b>
Shovel rake
4 rudders for balance and stiffness of the rake when cycling (down or up)
1 screening ejector (scraper)

Table 6: Moving Parts

<b>DRIVE MECHANISM</b>
Customized Pulley
Polyester strap, rupture tension: 7.5t, 1.38" width
Shovel Rake cycles based on timer or a water level sensor.

*Table 7: Drive Mechanism*

<b>MOTOR CHARACTERISTICS</b>
Manufacturer: Baldor – Explosion Proof Motor
Nominal power: 0,73 hp (0.55 KW)
Absorbed power: 0,55 hp (0.41 KW)
Voltage: 240 or 480 VAC
Speed of rotation: 8.7 rpm
Frequency: 60 Hz
Protection: IP65 - Ingress Protection against dust and water jets
Weight: 57.20 lb.

*Table 8: Motor Characteristics*

## - Compactec

Table 1 through Table 9 (below) provides technical specifications for the Compactec equipment.

<b>HYDRAULIC CONDITIONS</b>
Treated product: Screenings
Capacity: 0 to 9,500 gallon/day of compacted waste

*Table 2: Hydraulic Conditions*

<b>PERFORMANCE</b>
Dry solid concentration greater than 30% (with resonant cleaning of the compactor head): 1 to 2 x 30-second cycles/day
Volume reduction greater than 50 %

*Table 3: Performance*

<b>SPACE REQUIREMENTS - FOOTPRINT</b>
Length: 6.56'
Equipment Width: 9"
Weight: 374 lbs

*Table 4: Space Requirements*

<b>MATERIALS</b>
304 stainless steel
Surface treatment: Scouring, Passivation
T.I.G. welding techniques
Bolting: 304 stainless steel

*Table 5: Materials*

<b>U-SHAPED AUGER</b>
Diameter: 7" 7/8 (DN 200)
Inclination: 0° to 25°
1 x set of screw-on covers
1 x HDPE roller plate, ¼" thick
1 x discharge chute receptor
2 x 2 adjustable feet

*Table 6: U-Shaped Auger*

<b>COMPACTING ZONE</b>
Length = 1' – 7"
1 x perforated drum, ¼"
1 x ¾" M – spray bar at 58 psi (4 bars) = 4.76 g/min
1 x adjustable compression valve
1 x cover
1 x 2" drain outlet

*Table 7: Compacting Zone*

<b>COIL</b>
Steel covered with polyurethane paint
Diameter: 7" ½

*Table 8: Coil*

<b>MOTOR CHARACTERISTICS</b>
Manufacturer: Baldor – Explosion Proof Motor
Type: with worm screw
Nominal power: 1 hp (0.75 KW)
Absorbed power: 0.75 hp (0.56KW)
Voltage: 240 or 480 VAC
Speed of rotation: 16 rpm
Frequency: 60 Hz
Protection: IP55 - Ingress Protection against dust and water
Weight: 61.6 lbs
Insulation class: F

*Table 9: Motor Characteristics*

## **Factory Test Certificate**

Aqualitec Corp. certifies that the factory tested and verified the equipment compliance with performance, reliability, and safety requirements.

**Date of inspection:**

**Aqualitec representative:**

## 4.0 Transport and Handling

Section 5 describes procedures related to Screenotec equipment transport, delivery inspection, and handling. (See below, Illustration 3.)

**Note:** Equipment manufacturer Aqualitec is not liable for any damages that result from improper handling by the customer and/or third parties appointed by the customer. Manufacturer is also not liable for any damage resulting from failure to properly and completely follow the transport, inspection, and handling procedures below.

If it is determined that any Screenotec equipment was damaged or that any parts were lost or became missing during transport, immediately notify the delivery company in writing. Include any applicable photos if possible.

### 4.1 Transport

All Screenotec equipment is tested and adjusted at the factory. The equipment is delivered as a single unit. Be careful with packaging, loading and transport. At the delivery site, be sure that the truck and lifting equipment have access to the Screenotec.

### 4.2 Inspection

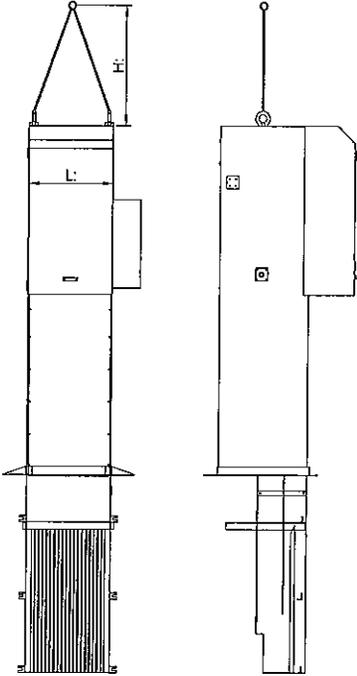
Confirm that all ordered equipment has been delivered by comparing it to the delivery paper work. Notify Aqualitec immediately if any equipment is determined to be missing or damaged.

### 4.3 Handling

Complete the following checklist before handling the Compactec equipment:

- Always use lifting equipment appropriate for the equipment weight and dimensions.
- Ensure the equipment is completely immobilized before handling.
- Ensure the slings are suitable for the size and weight of the equipment.
- Locate the lifting rings on the equipment and use them to lift it.
- Always lift the equipment from the right side when using a forklift.

**Note:** Refer to the equipment handling diagram on the following page.



*Illustration 4: Screenotec Equipment Handling (H=1.5 x rake width)*

## 5.0 Equipment Storage

If the equipment will be stored for an extended prior to installation and start up, complete the precautionary steps below to avoid loss of operational integrity and/or damage. Screenotec must be stored on a smooth, level surface.

### 5.1 General Storage Requirements

Conditions for storing the equipment are described below.

- Do not store below 32° F (0° C)
- Be sure the equipment is protected against bad weather.
- Avoid exposure to dust or debris from milling, welding, or other processes.
- Avoid exposure to excessive humidity (relative humidity should be less than 50%)\*.
- Avoid contact with any potentially corrosive chemicals.
- Properly secure the equipment to ensure that any unexpected movements do not cause mechanical vibrations or tip over.

### 5.2 Storage Instructions: Over Six Months

Be sure to take additional protective/preservation measures as necessary. In addition, complete the precautions shown in the table below to ensure proper operating condition of the gear motor.

PACKAGING	STORAGE LOCATION	MAX. STORAGE DURATION
<i>Packaged</i> —Wrap and seal equipment in plastic bags with a dehydrating agent (desiccant), humidity indicator. Pack the sealed equipment in containers.	Store in an enclosed shelter that is protected against humidity (including rain and snow) and vibration.	Do not store packaged equipment for more than 36 months. During storage, regularly inspect packaging condition and check the humidity indicator (humidity should be less than 50%)*
<i>Open</i> —No packaging or containerization as described above.	Store in an enclosed shelter protected against humidity (including rain and snow), vibration, dirt/dust, and toxic chemicals (solid, airborne, or liquid).	Do not store “open” for more than 24 months. During storage, regularly inspect equipment for cleanliness, mechanical damage, and to ensure that corrosion protection is intact.



**Caution!** After extended storage, be sure to check the oil level (mineral or synthetic) before starting the motor. (See *SEW Motor Technical Manual*—“Checks and Maintenance” Section).

**Note:** The Screenotec warranty does cover damage caused by failure to complete and correctly follow the above storage procedures.

\* If the storage environment exceeds 50% humidity, the motor may have to be oven-dried before starting it. (Refer to the manufacturer for specific procedure).

## 6.0 Equipment Installation and Start Up

This section provides instructions for the installation and start up of the Screen Tec Mechanical Vertical Bar Screen.

### 6.1 *Pre-installation*

Only qualified personnel must install the Screen Tec Mechanical Vertical Bar Screen. This means qualified installation technicians and/or maintenance personnel who are familiar with this type of equipment. The manufacturer of the equipment, Aqualitec, is not liable for any damage due to improper handling by the customer or by third parties/contractors appointed by the customer. Further, Aqualitec is not responsible for any damage caused by failure to properly and completely follow the installation procedures below.

**Note:** Before installing the equipment, confirm that the concrete channel dimensions at the installation site match the dimensions shown in Illustration 3. If the actual dimensions are different from those in Illustration 3, inform Aqualitec so that the required steps can be taken to ensure correct installation.

## **6.2 Standard Installation Procedure**

Follow the steps below to install the Screen Tec.

**Step 1: Bar Screen Assembly**

**Step 2: Fit the equipment into the structure**

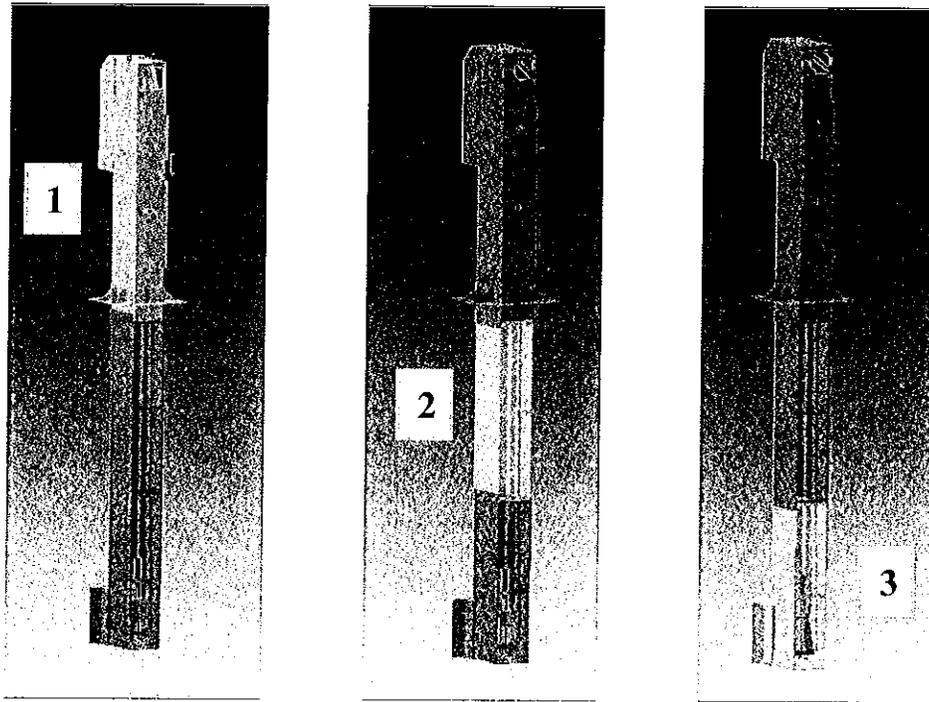
**Step 3: Anchor the equipment to the structure**

**Step 4: Installation of the washer compactor**

**Step 5: Electrical Connection Box**

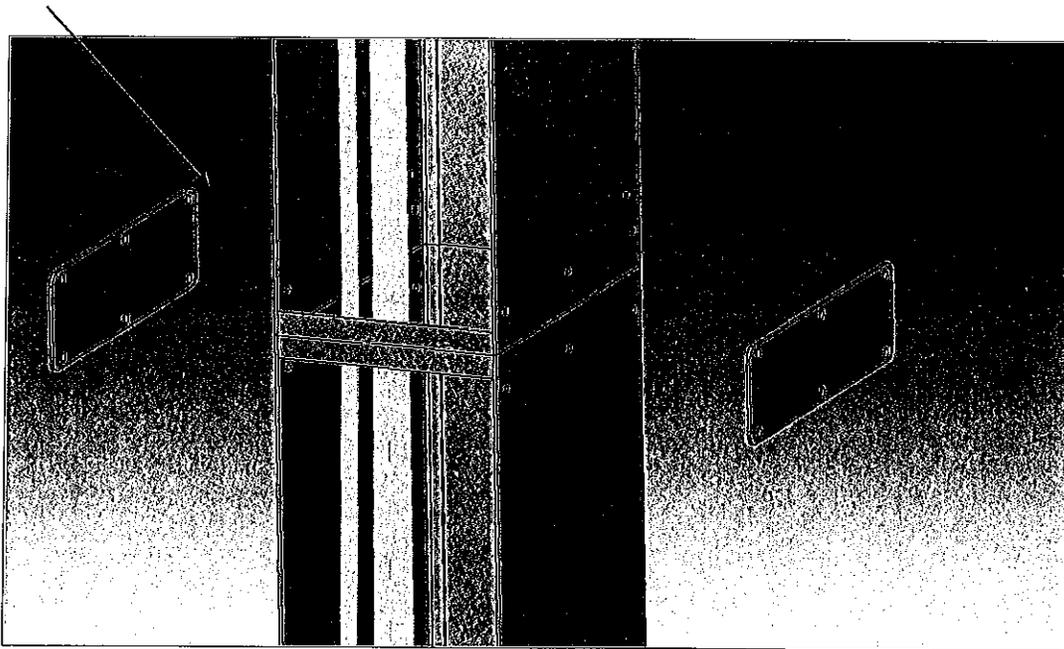
**General Torque Requirement**

**Step 1: Bar Screen Assembly**

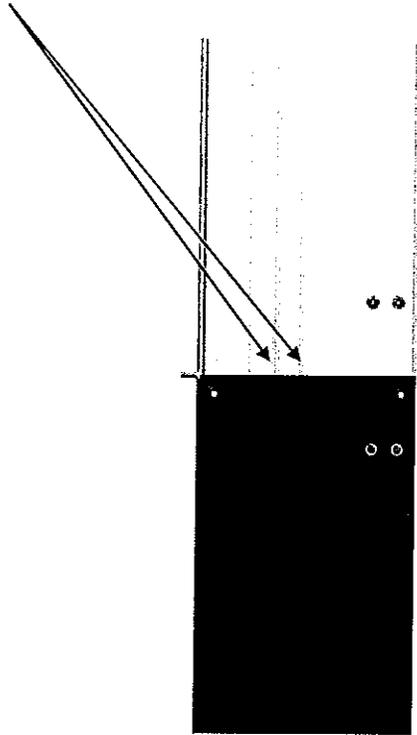


This step will consist in assembling the three pieces of the equipment together.

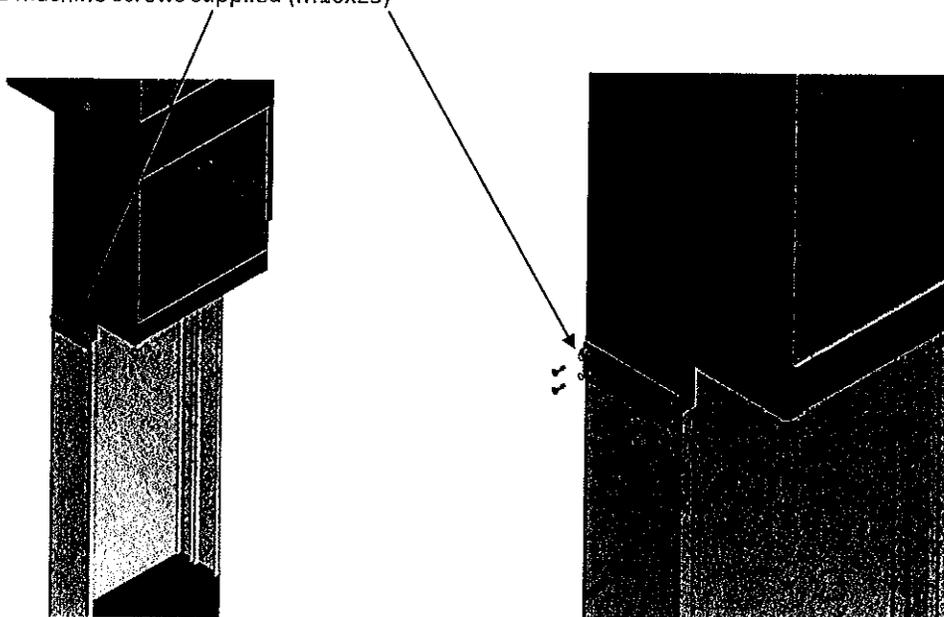
1.1 Assemble the intermediate bar screen frame #2 with the bottom bar screen frame #3.  
Use the 12 machine screws supplied (M10x25)



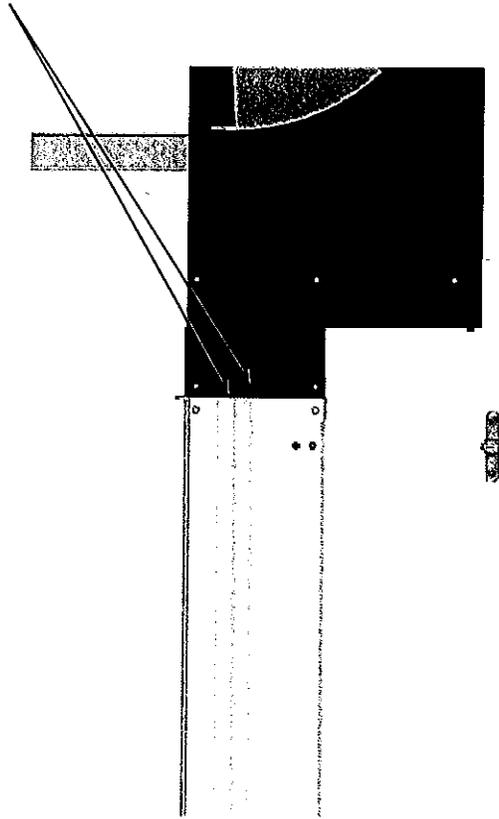
1.2 Double check that Guide rails are perfectly lined up.



1.3 Assemble the top bar screen frame #1 with the assembled lowest part #2 + #3.  
Use the 12 machine screws supplied (M10x25)



1.4 Double check that Guide rails are perfectly lined up.

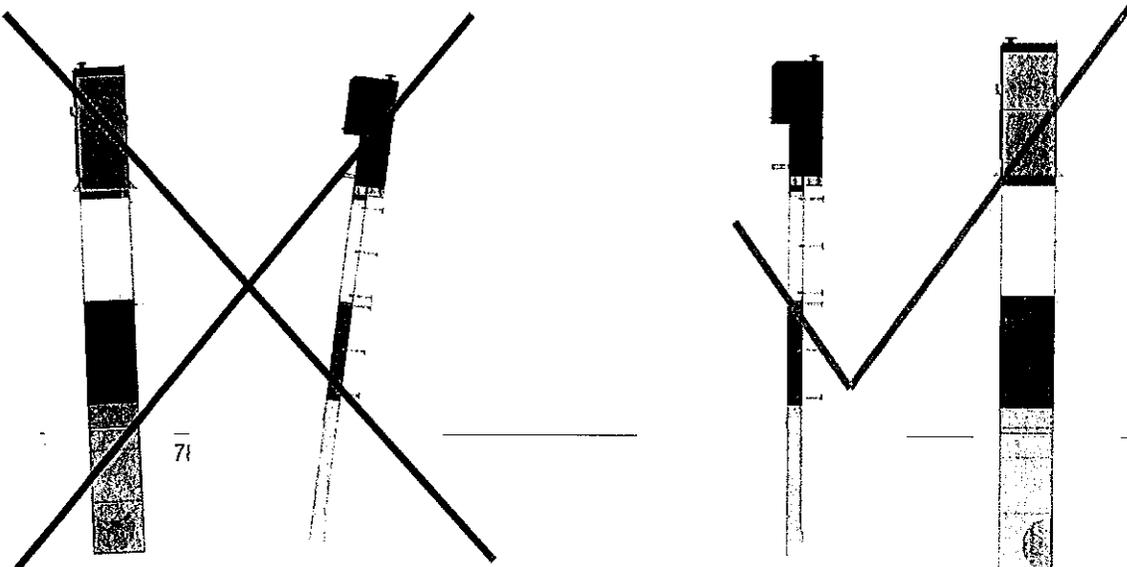


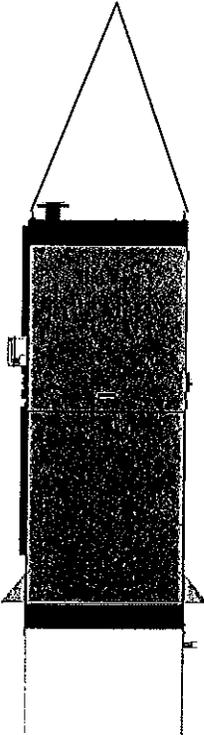
**Step 2: Fit the equipment into the structure**

3.1 Install straps on the lifting handles. Total Weight Capacity of the hooks is 1.4t (3086lbs)

3.2 Carefully lower the equipment in the vault.

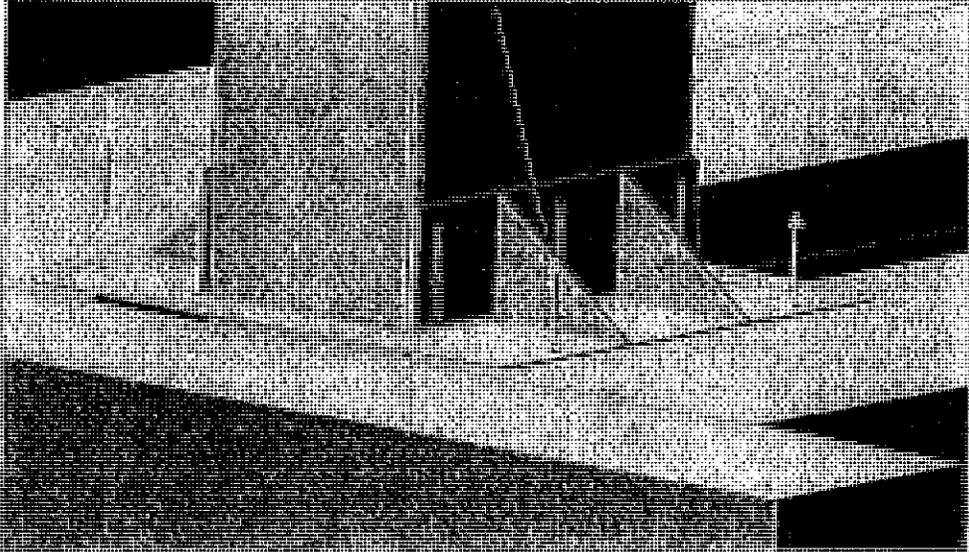
Note: IMPORTANT, THE BAR SCREEN HAS TO BE DROPPED DOWN VERTICALLY.





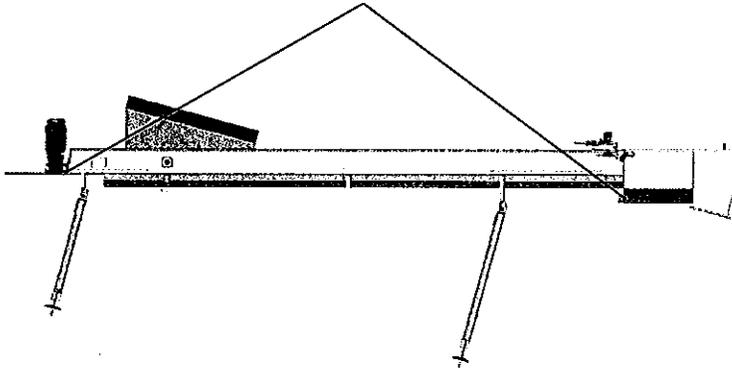
**Step 3: Anchor the equipment to the structure**

4.1 Anchor the footplate to the operating level, use 6 anchors bolt 1/2"φ

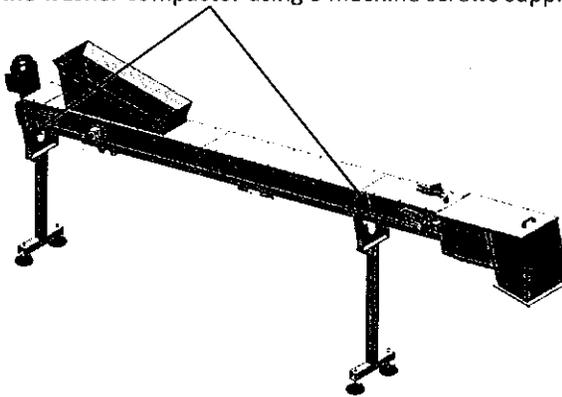


**Step 4: Installation of the washer compactor**

7.1 Set a handling strap under the gearmotor and at the other extremity of the frame.

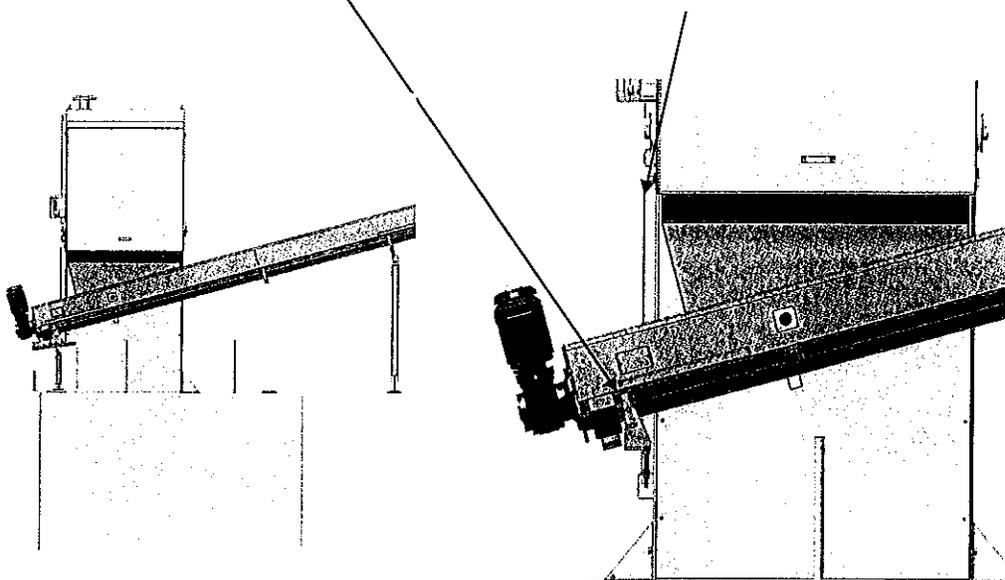


7.1 Install Feet on the washer compactor using 8 machine screws supplied M8x20

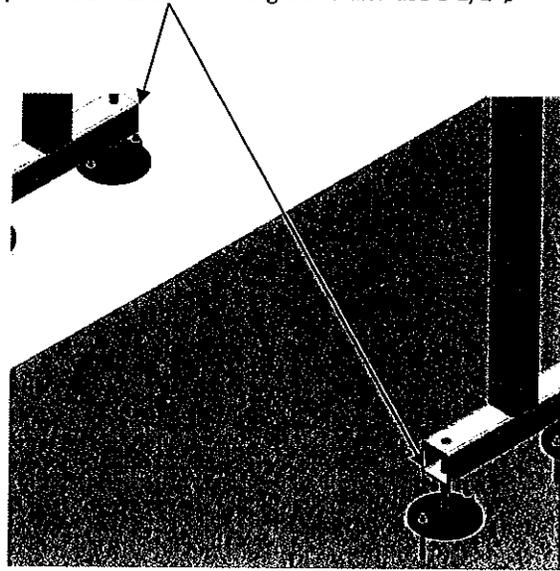
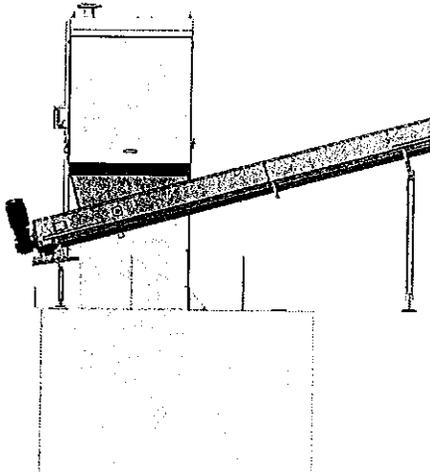


7.2 Adjust the position of the washer compactor to the discharge chute of the mechanical screen using the 2 machine screws supplied M12x120. The space of the gap between the hopper of the discharge chute should be maximum 1/4".

using the 2  
compactor and the



7.3 Adjust the base of the feet in order to have them in perfect contact with the ground and use 8 1/2"Ø anchors bolt.



### **General Torque Requirement**

Anchors Bolt Class 70

M8 → 12 Lbs.ft (16,3 N.m) is American standard

M10 → 23 Lbs.ft (31,2 N.m)

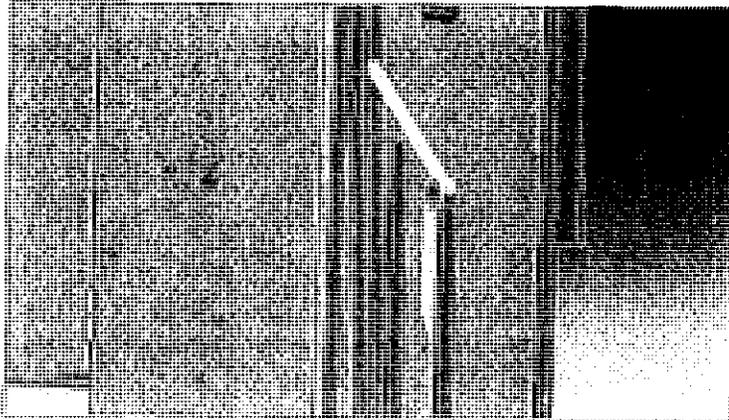
M12 → 40 Lbs.ft (54 N.m)

### **6.3 Equipment Start Up**

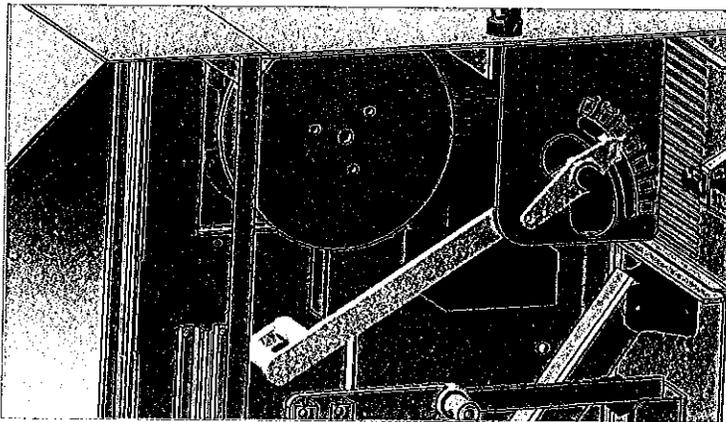
Complete the component checklist below before starting the equipment.

#### **PRE-START CHECKLIST:**

- Verify controls drawings and the motor wiring data.
- No obstructions to hinder the Screen Tec cycle.
- All screws and bolts have been tightened.
- Guide rails are perfectly lined up.
- Proximity inductive sensors are tightened.
- Scraper has been pulled back.
- Switchers are in proper position.
- Safety door switch works properly.
- No need for lubrication since the motor and bearings are pre-lubricated.



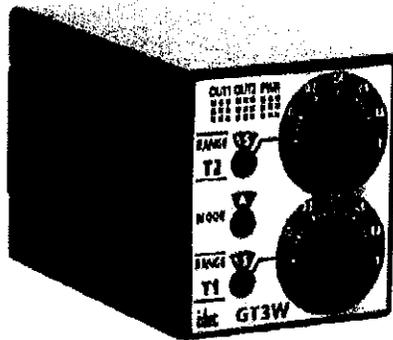
Switcher position before to run.



Cycle detection before to run.

<b>CONTROL PANEL TIMER SETUP:</b>
-----------------------------------

- |   |
|---|
| <ul style="list-style-type: none"><li>▪ CT9 (Screen cycle):</li></ul> |
|---|



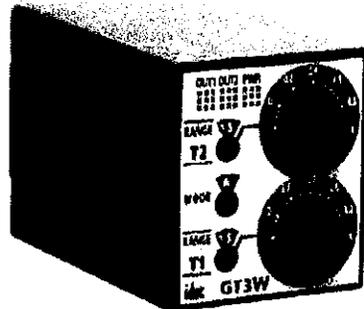
- **T2: off – T1: on**
- Suggested timer setup startup: 1 cycle every 10min:
  - T2, 10min
  - T1, 2min
- The timer T1 (cycle on) will launch a complete cycle.
- Check how long is a complete cycle so you know how much time you have to setup if you want to run several cycles in a row.
- For example, if a complete cycle is 2min and you want to run the rake 2 times in a row you will adjust T1 to 4min.
- Adjust time range according to frequency

**Caution!** Each jobsite is different. It is important for the staff to check how the rake is operating in the first days and weeks so they can adjust the cycle on/off to fit the condition site.

It is not necessary and advised to run the rake continuously. To optimize operation and capture of debris, setup the timer so the rake is running when the screen is 30% blinded. Note that by blinding the screen, you will be able to catch smaller debris than the space between bars.

**CONTROL PANEL TIMER SETUP:**

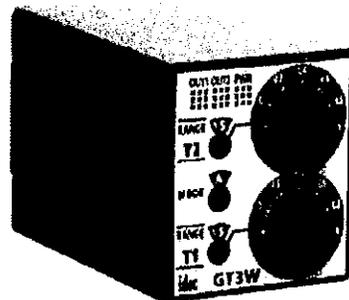
- **CT12 (Screw Conveyor cycle):**



- **T2: off – T1: on**
- The screw conveyor cycle runs only when the screen cycle is on. Based on that fact, the T2 (timer off) doesn't matter so much. However match the T2 cycle to the T2 screen cycle
- Suggested T1 (timer on) setup is longer than the timer T1 for the screen cycle CT9
  - T2, 10min
  - T1, 3min

**CONTROL PANEL TIMER SETUP:**

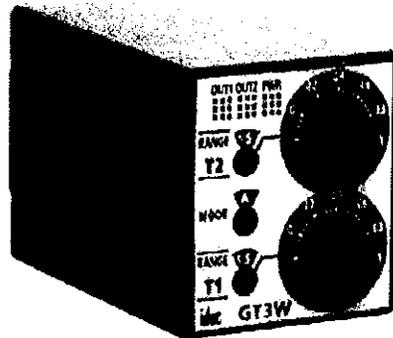
- **CT13 Solenoid Valve (Conveyor Spray Bar):**



- **T2: off – T1: on**
- The spray bar screw conveyor cycle runs only when the screw cycle is on. Spray bar will stop when screw is off.
- Suggested T1 (timer on) setup is to alternate cycle on/cycle off while the screw runs
  - T2, 30s
  - T1, 6s

**CONTROL PANEL TIMER SETUP:**

- **CT14 Solenoid Valve (Compression Box Spray Bar):**



- **T2: off – T1: on**
- This timer runs on/off independently.
- The purpose is to spray the perforated plate of the compression box to avoid it clogging up.
- It is not recommended to run this cycle too often since this is where you want to have the debris dewatered and compressed.
- Suggested T1 (timer on) setup
  - T2, 6h
  - T1, 5s

After the checklist is completed and the timer setup, follow the steps below:

**ACTION**

- Conduct performance test for the unit in presence of the owner:
- Check power voltage on each phase (480V)
  - Close control panel door
  - Power on
  - Turn switch to Hand, then turn switch to forward
  - After rake completed forward cycle, turn switch to reverse
  - While in Hand mode measure current with an ammeter
  - Control panel current of each phase has to be under Gearmotor current.
  - Set up current control 10% above current measured.
  - Once hand mode checked, turn switch to auto
  - Test Duration: not less than ten cycles.
  - Check the temperature of the motor and shaft outlet.

**Caution!** Even if Screenotec has a slow moving cycle, it is forbidden for operators to remove manually the jammed debris.

## 7.0 Maintenance and Service Bar Screen

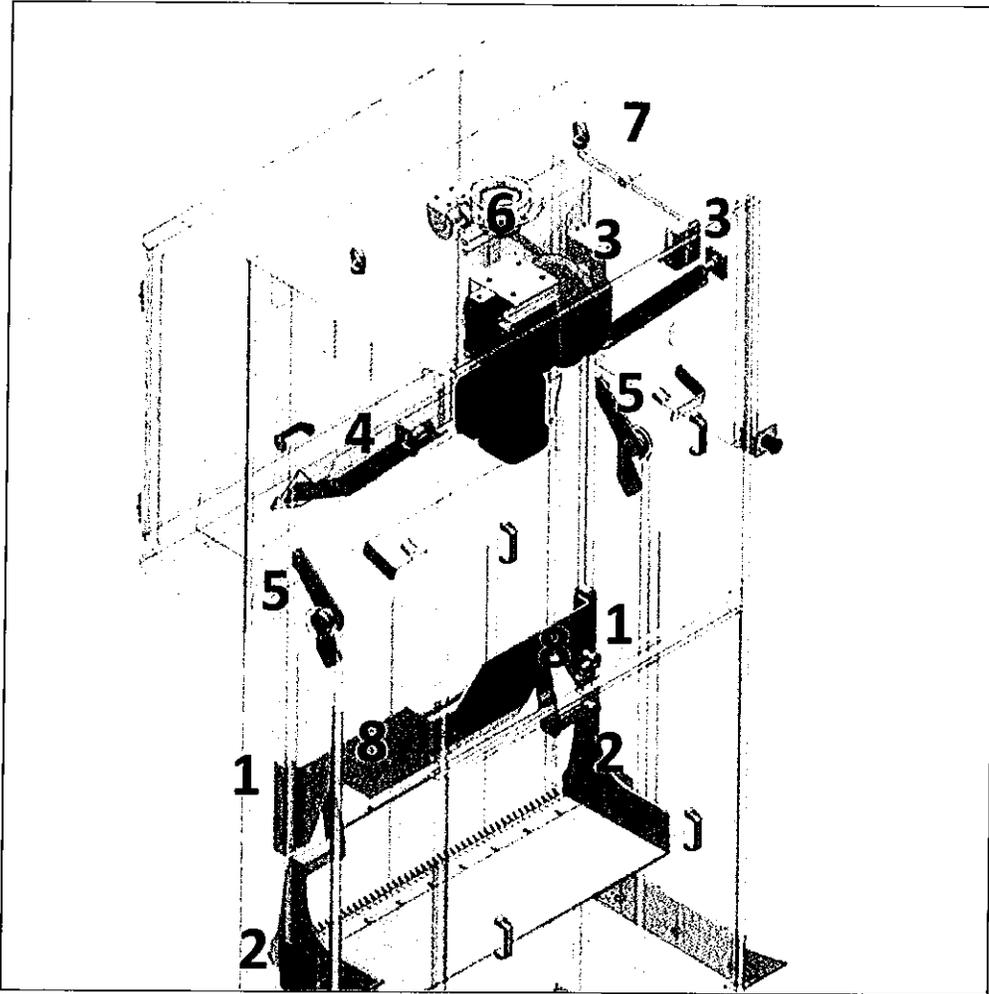
During all maintenance and service operations, the equipment must be electrically isolated so that it is unable to start. Shut off all power to the equipment and follow standard “lock out/tag out” procedures.

Complete the following inspection/maintenance operations at the indicated intervals:

INTERVAL	OPERATION
<i>Monthly</i>	<ul style="list-style-type: none"> <li>▪ Make a complete visual inspection of the equipment.</li> <li>▪ Open maintenance hood and clean discharge chute with high pressure water.</li> <li>▪ Check the safety door switch</li> <li>▪ Verify beamer pads (#1)</li> <li>▪ Verify wheels on the rake (#2)</li> <li>▪ Verify proximity inductive sensors (#3) -Space must be inferior to 1/8”</li> </ul>
<i>Quarterly</i>	<ul style="list-style-type: none"> <li>▪ Inspect the scraper (#4)</li> <li>▪ Verify the switchers (#5)</li> </ul>
<i>Biannually</i>	<ul style="list-style-type: none"> <li>▪ Check all the nuts and bolts (tighten if necessary).</li> <li>▪ Complete motor maintenance (see SEW motor documentation)</li> <li>▪ Verify rake teeth</li> <li>▪ Verify strap</li> <li>▪ Verify switcher bushings (#5)</li> <li>▪ Verify slack sides bushing (#6)</li> <li>▪ Verify top detection bushings (#7)</li> <li>▪ Verify rake rotation bushings (#8)</li> </ul>

Table 7: Equipment Inspection (See schematic below)

**Caution!** Any equipment damage or wear identified during the above inspections must be immediately corrected.



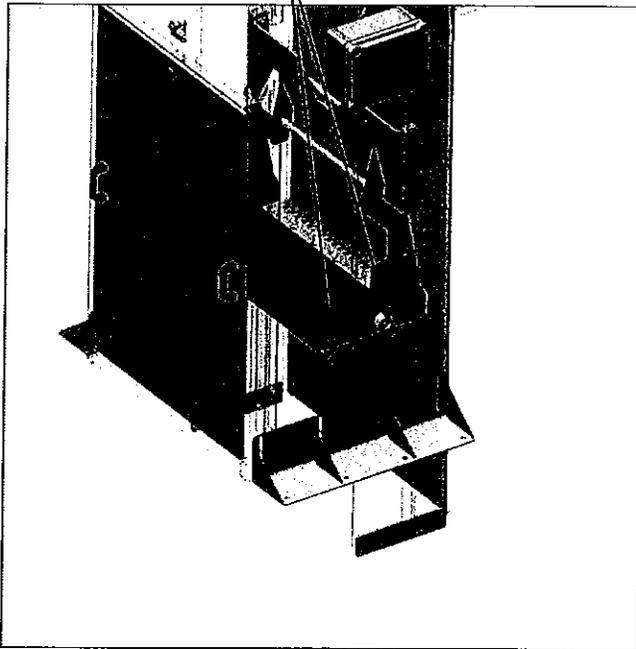
Equipment Inspection schematic

## Maintenance Operation Protocol Bar Screen

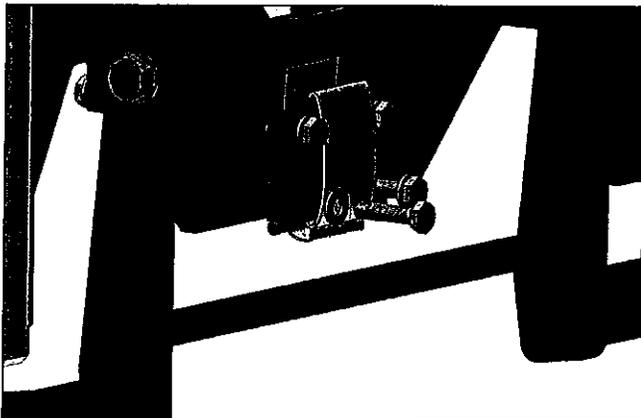
### A-One (1) Strap replacement

1- Block rake

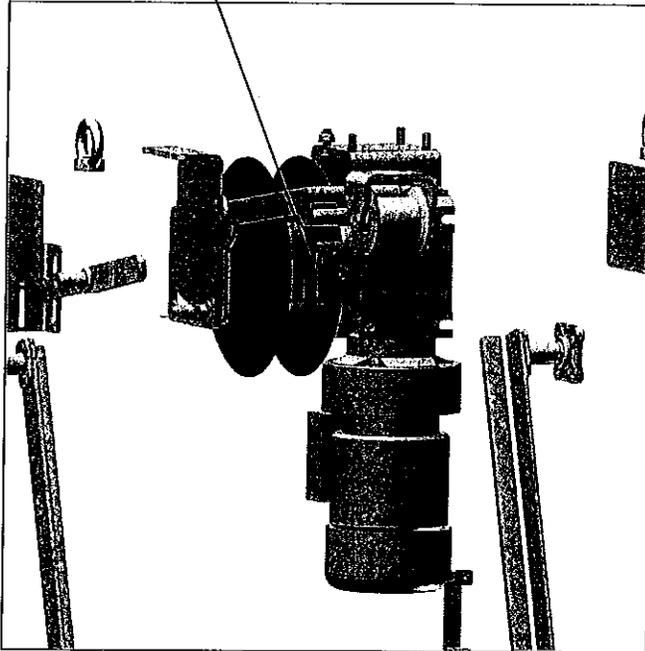
- a. Screw two (2) bolts (M10) on the frame (each side)



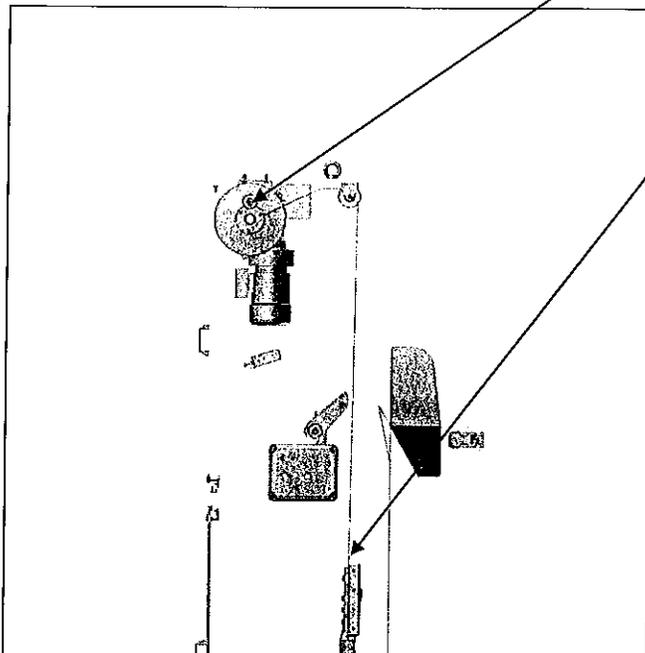
- 2- Unscrew the four (4) bolts to remove the strap on lifting beamer



3- Unscrew the pulley then unroll and remove manually the old strap

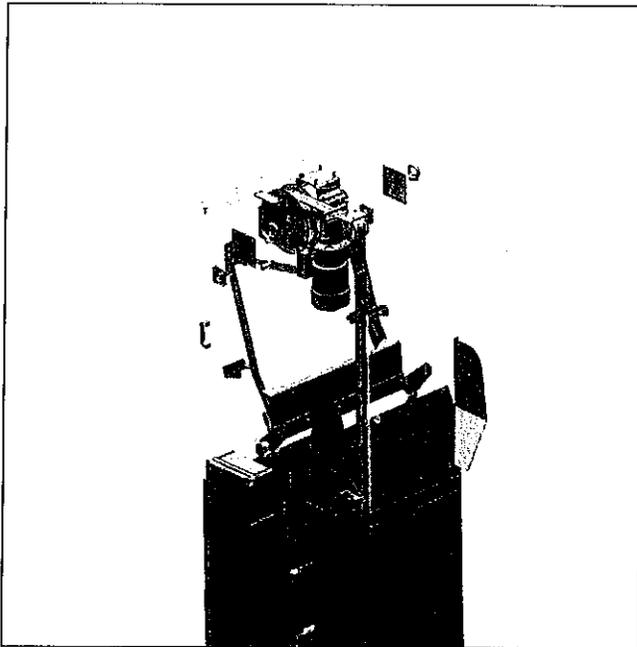


4- Manually roll the new strap then screw bolts on the pulley and the lifting beamer



5- Make sure to roll up the strap in the forward position

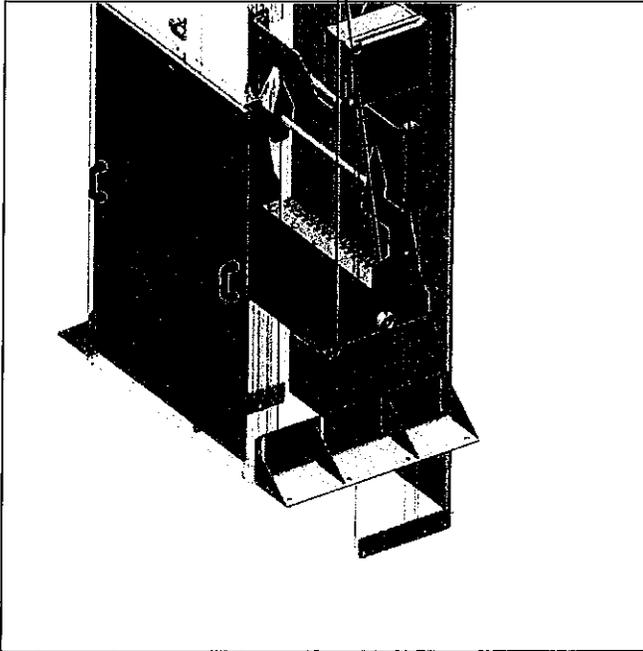
➡ Strap must be in front of the pulley



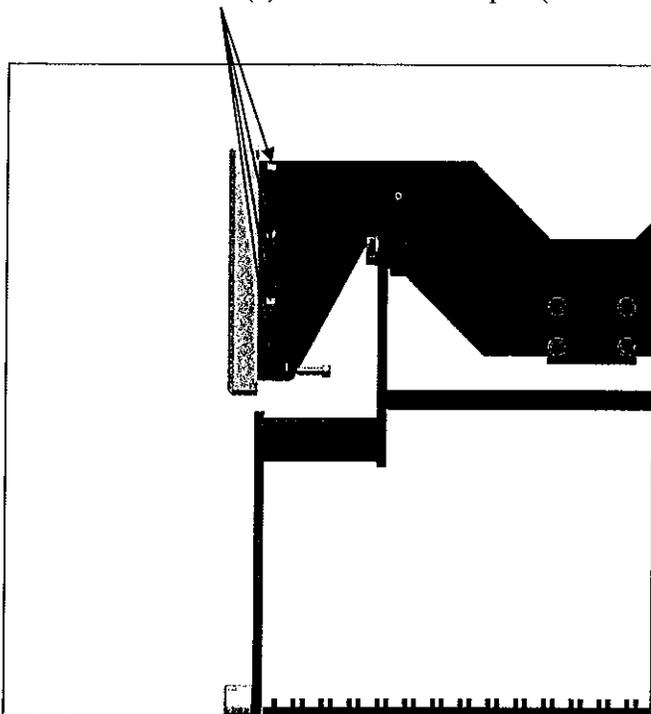
## B- Two (2) pads Replacement (#1)

### 1- Block rake

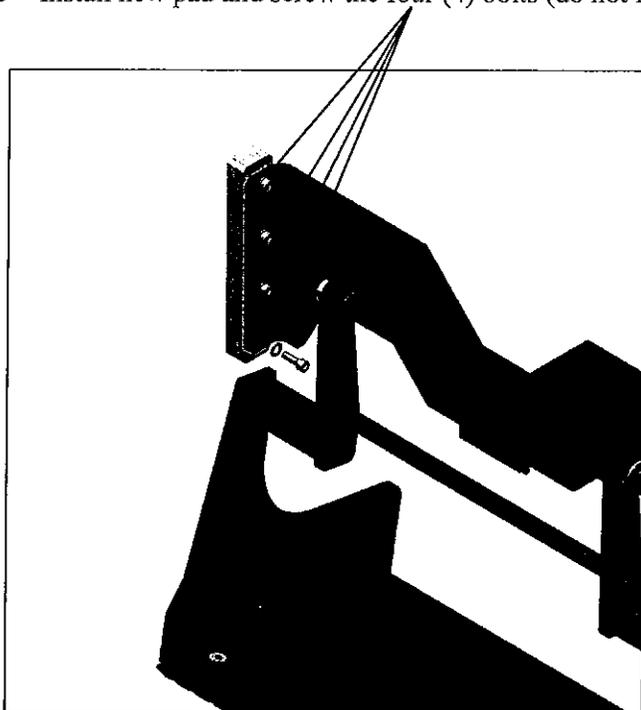
- a. Screw two (2) bolts (M10) on the frame (each side)



2- Unscrew the four (4) bolts and remove pad (each side)

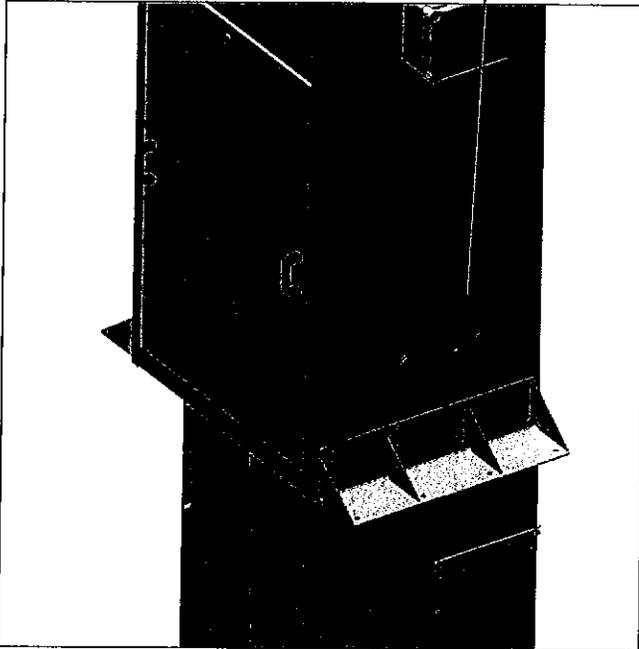


3- Install new pad and screw the four (4) bolts (do not forget the washers)

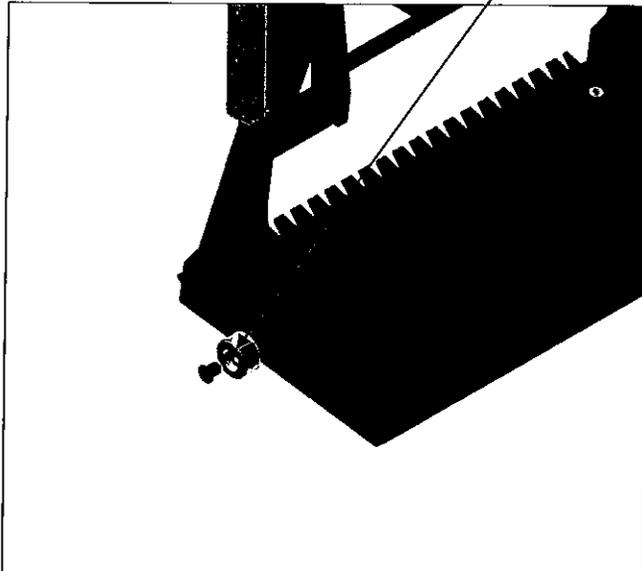


## C-Two (2) wheels Rake Replacement (#2)

- 1- Position wheels rake across from maintenance trap
  - a. Unscrew one (1) bolt to open maintenance trap (each side)



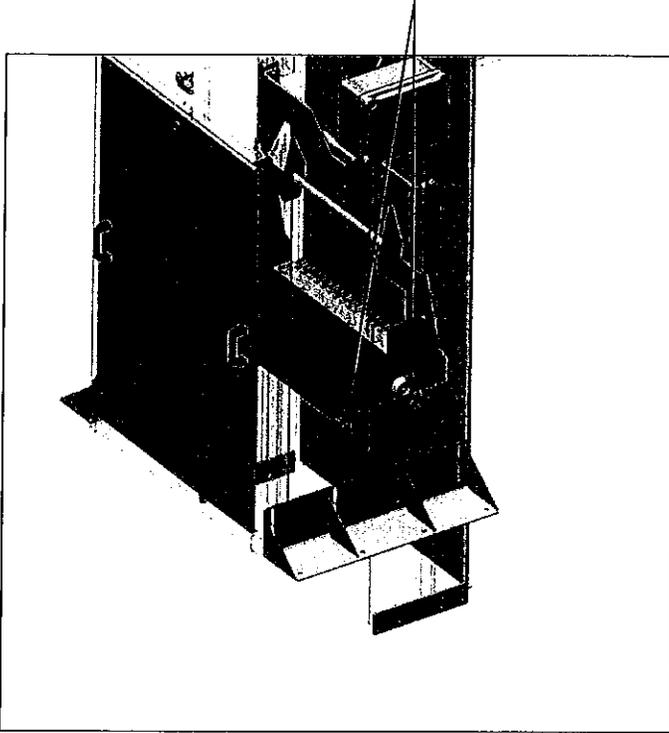
- 2- Unscrew one (1) bolt and remove old wheel and then install new wheel (each side)



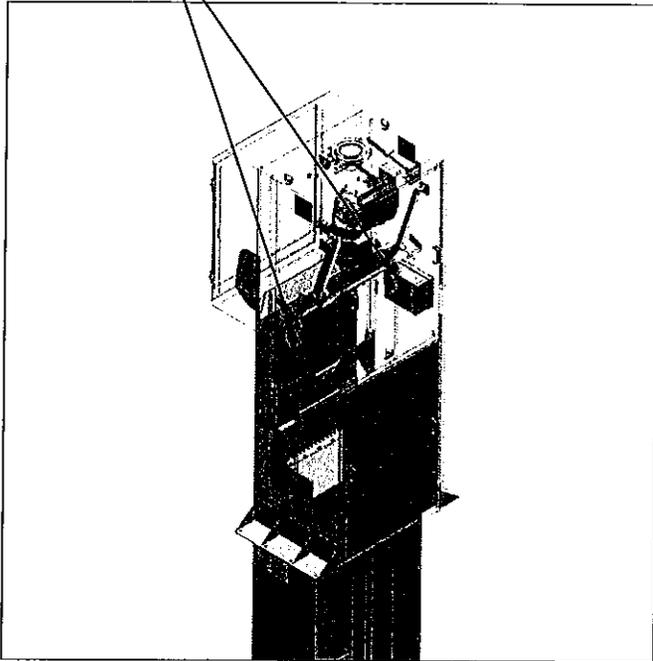
## D-Two (2) switcher bushing Replacement (#5)

1- Block rake

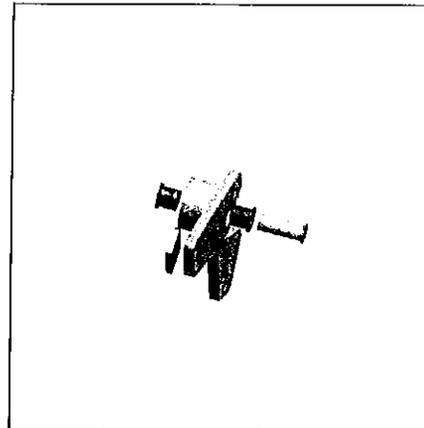
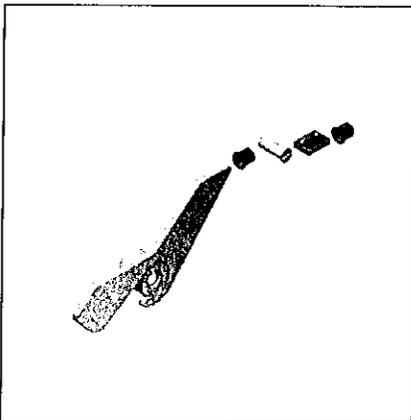
a. Screw two (2) bolts (M10) on the frame (each side)



- 2- Unscrew one (1) bolt on switcher and remove old bushing (each side)



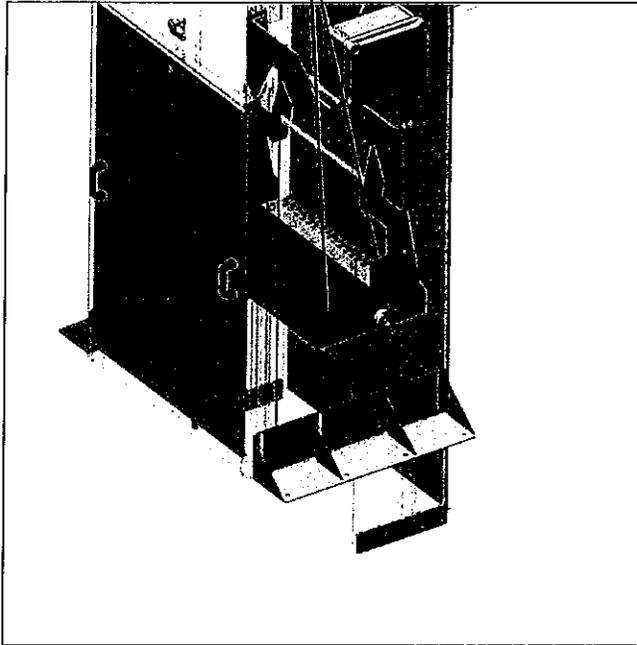
- 3- Change bushings and reinstall the switchers



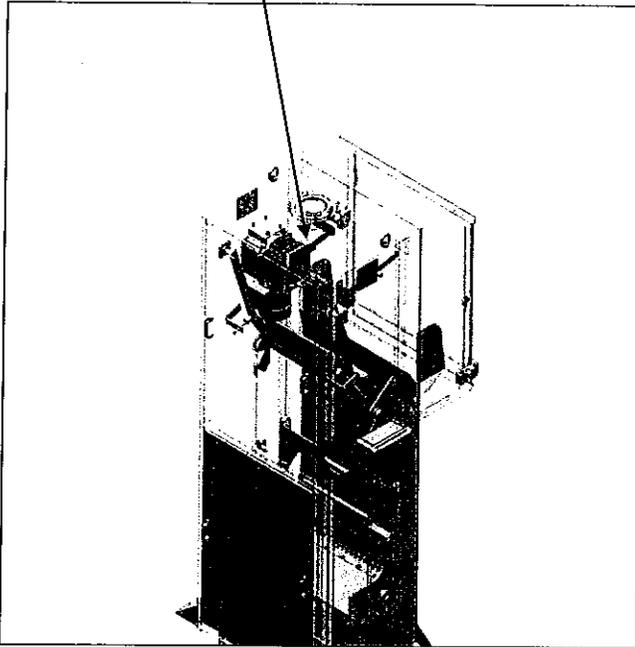
## E- Two (2) slack side bushing Replacement (#6)

1- Rake Block rake

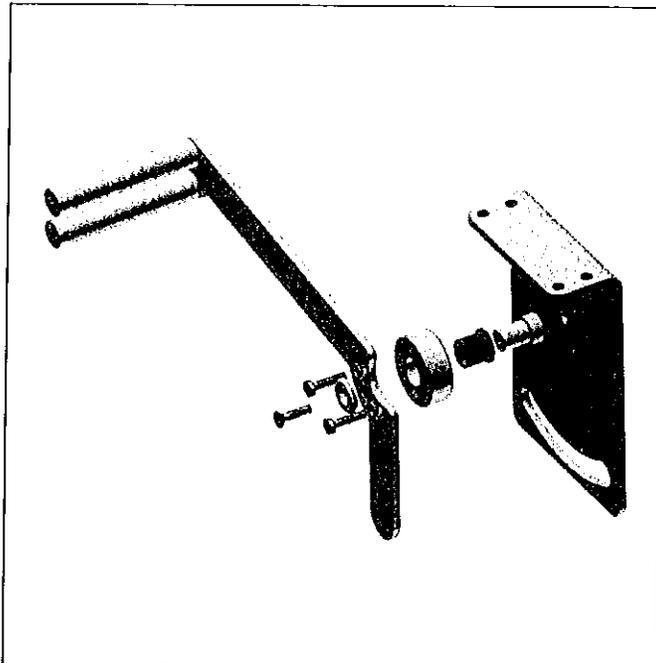
a. Screw two (2) bolts (M10) on the frame (each side)



2- Unscrew three (3) bolts on slack side and remove old bushing



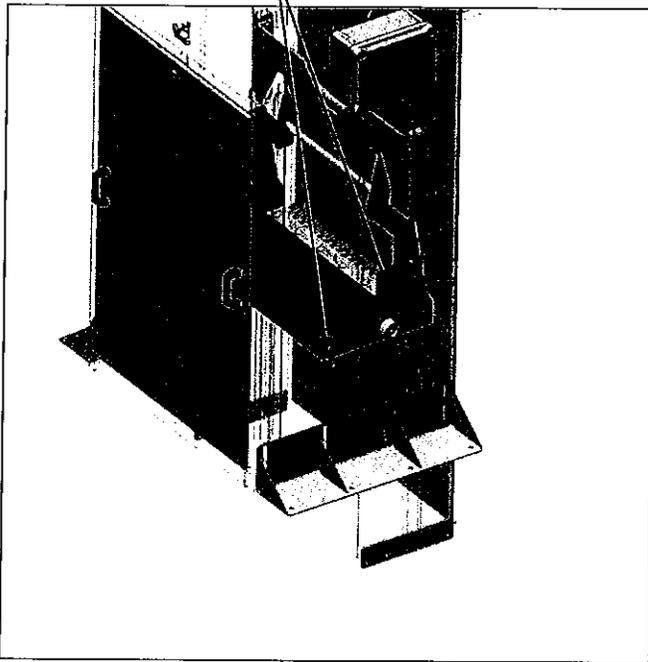
3- Change bushing and reinstall the slack side



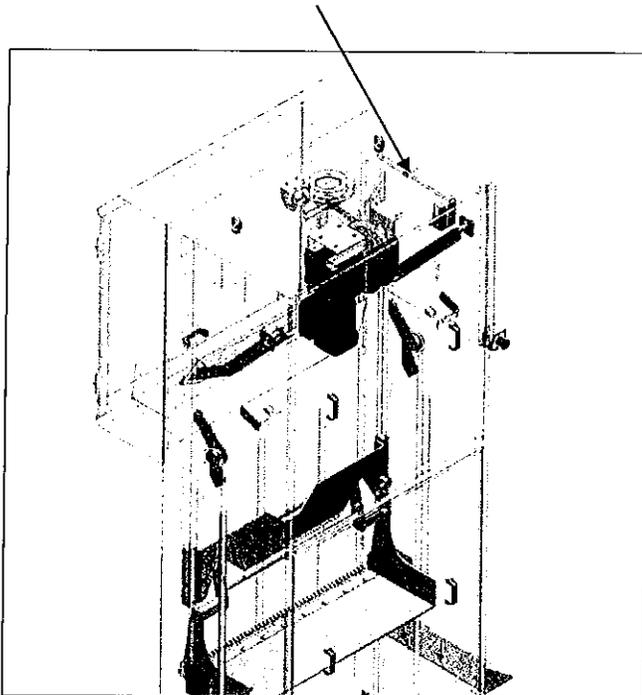
## F- One (1) top detection bushing Replacement (#7)

1- Block rake

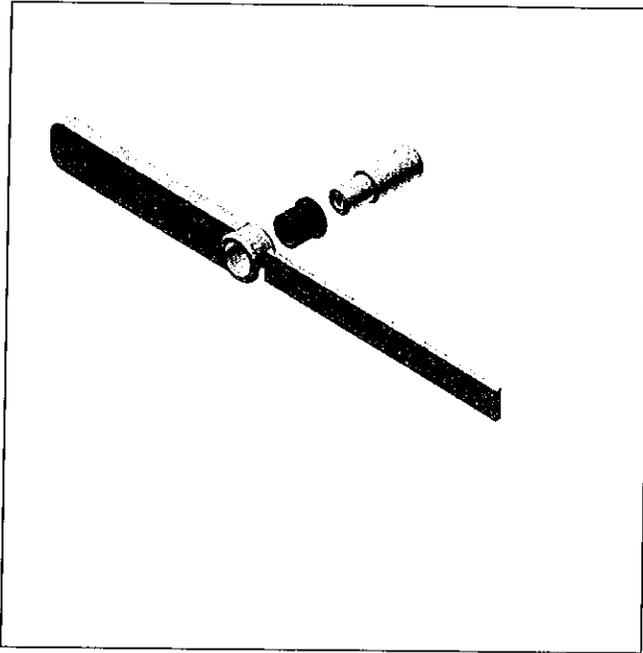
a. Screw two (2) bolts (M10) on the frame (each side)



2- Unscrew one (1) bolts on top detection and remove old bushing

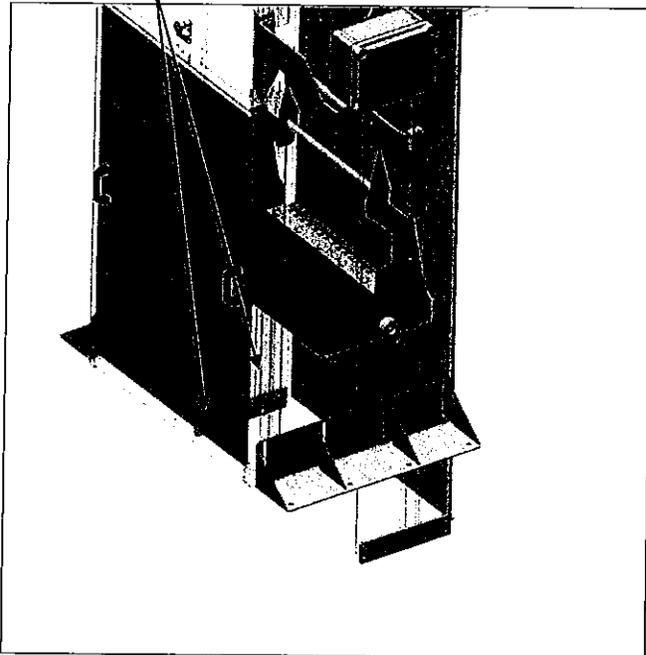


- 3- Change bushing and reinstall the top detection



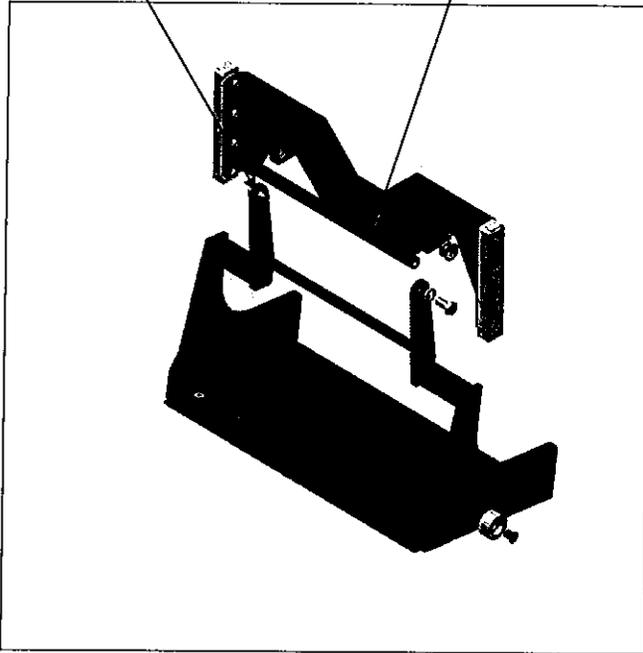
### G-Two (2) Rake rotation bushing Replacement (#8)

- 1- Block rake
  - a. Screw two (2) bolts on the frame (each side)

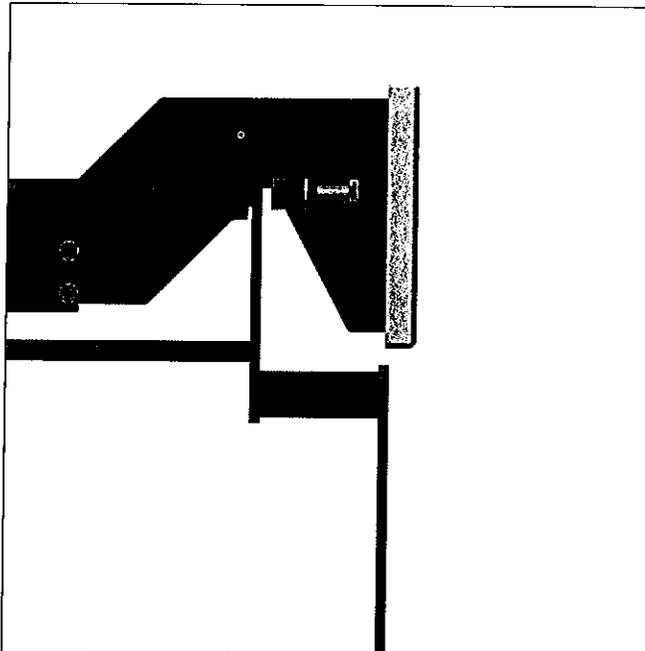


2- Unscrew two (2) bolts on rake rotation

a. Lift the beam and remove spindle and remove old bushings

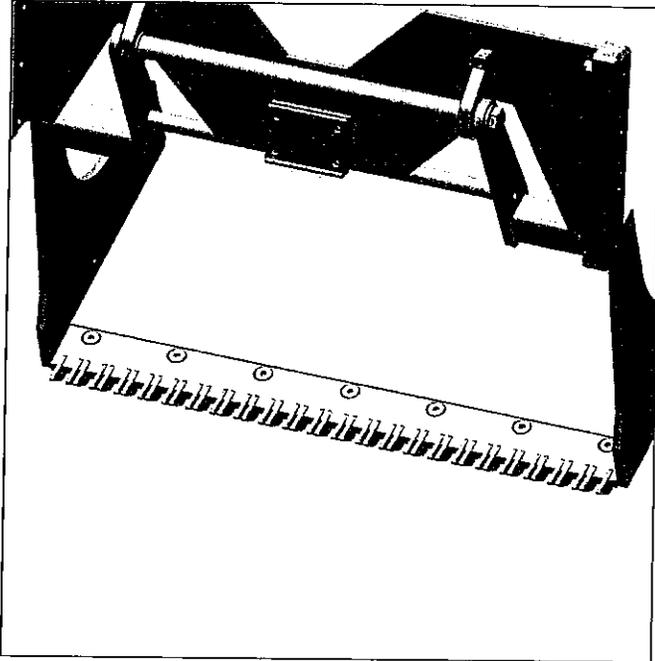


4- Change bushing and reinstall the rake rotation



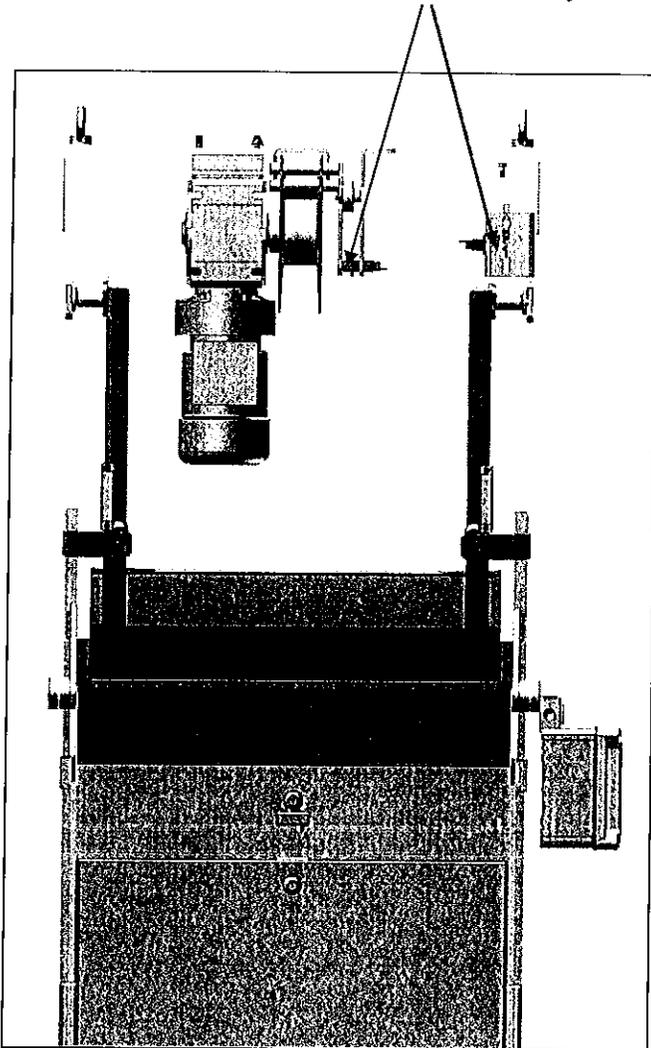
## H-Teeth rake Replacement

- a. Unscrew bolts, remove teeth set and install new teeth set



## I- Inductive Proximity Sensors Verification (#3)

- 1- The space must be inferior to 1/8" and verify that the sensor screw is tight enough



## 8.0 Maintenance and Service Washer Compactor

During all maintenance and service operations, the equipment must be electrically isolated so that it is unable to start. Shut off all power to the equipment and follow standard “lock out/tag out” procedures.

Complete the following inspection/maintenance operations at the indicated intervals:

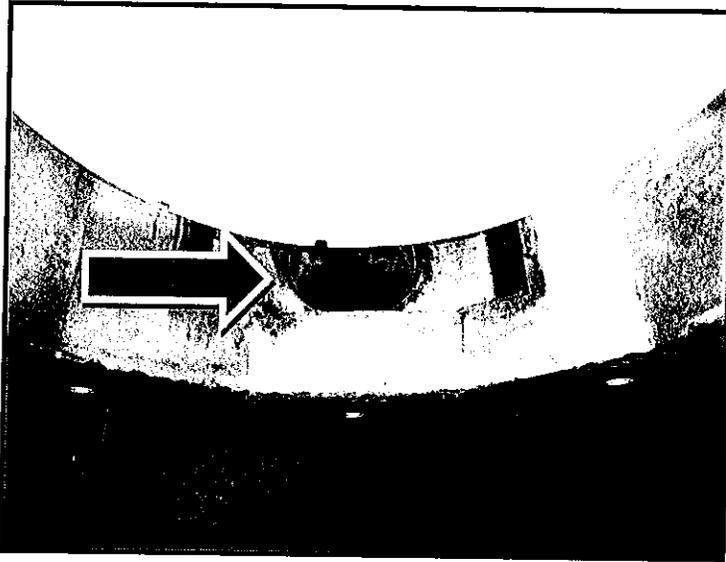
INTERVAL	OPERATION
<i>Monthly</i>	<ol style="list-style-type: none"> <li>1. Make a complete visual inspection of the equipment.</li> <li>2. Open maintenance hood and clean discharge chute with high pressure water.</li> <li>3. Verify drain pipe (see maintenance protocol)</li> <li>4. Check the safety door switch.</li> </ol>
<i>Biannually</i>	<ol style="list-style-type: none"> <li>5. Check the screw casing (PPH).</li> <li>6. Check the coupling.</li> <li>7. Solenoid Valve Cleaning (see maintenance protocol)</li> <li>8. Complete motor maintenance (see SEW motor documentation)</li> </ol>
<i>Annually</i>	<ul style="list-style-type: none"> <li>▪ Do a complete physical inspection of the equipment.</li> </ul>

**Caution!** Any equipment damage or wear identified during the above inspections must be immediately corrected.

## Maintenance Operation Protocol Washer Compactor

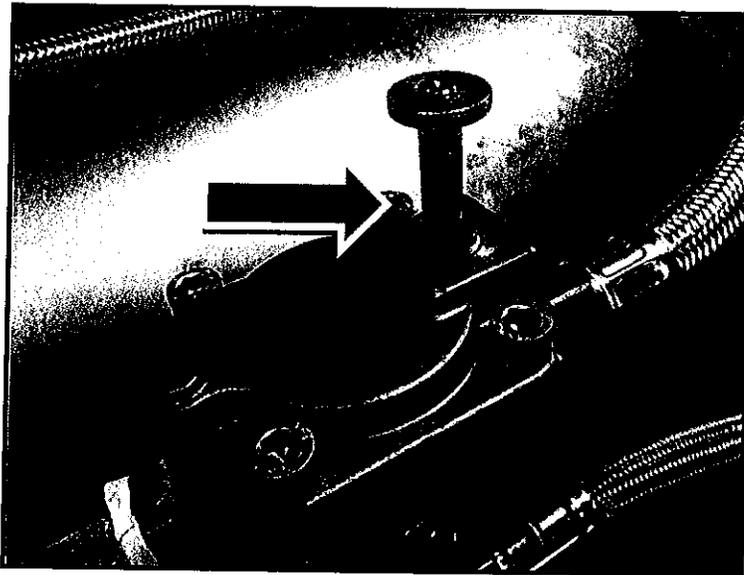
### J- Verify drain pipe

- 1- Make sure that the pipe is free of debris



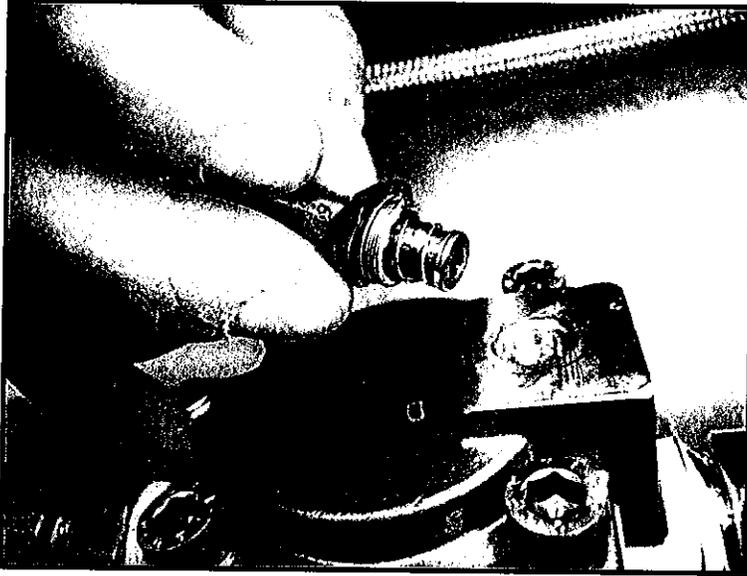
### K-Clean the solenoid valve

- 1- Remove the screw to clean the inside of the valve



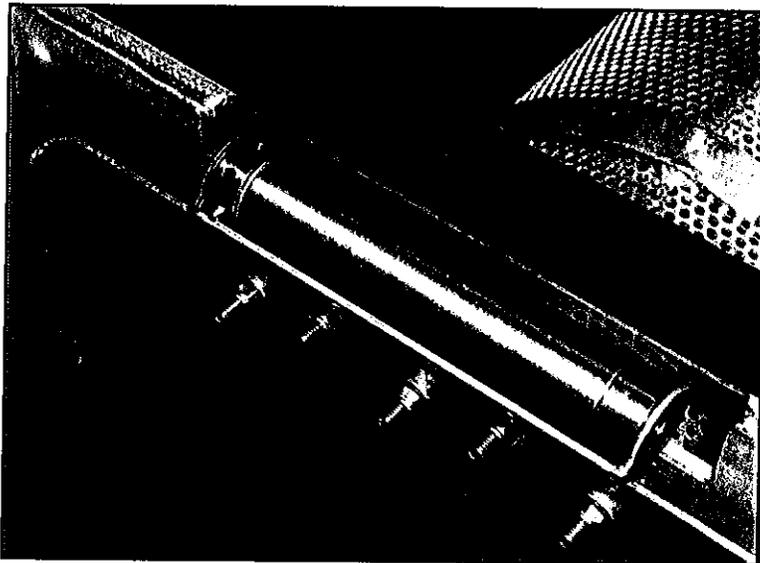
- 2- Clean the inside to remove

➔ Be careful to not lose the spring

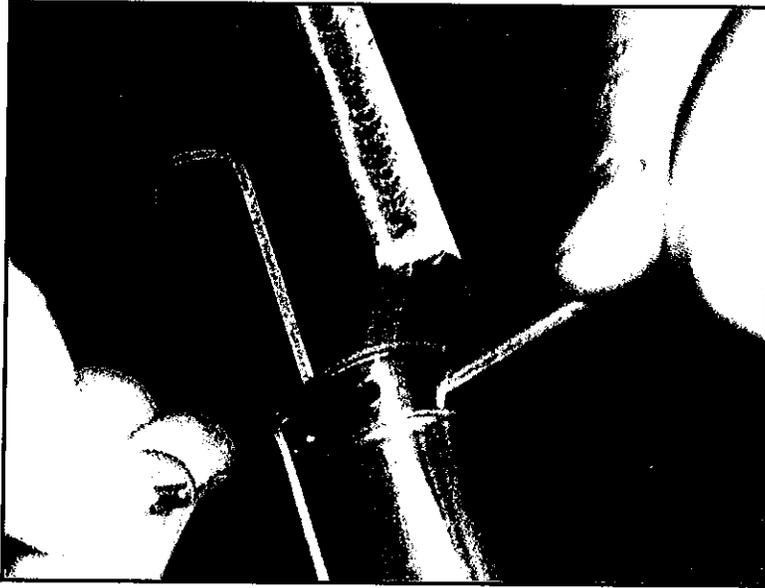


## L- Adjust compaction pressure

- 1- Spring that controls the pressure on the moving part to compress the screenings



- 2- Position spring to adjust the compaction pressure.



## 10.0 Motor Equipment Specifications

### BALDOR:

#### ■ Gear motor:

- Type: W30 DR71S6BE05
- Explosion Proof Motor
- Mounting position: M30-X
- Hollow shaft: 20mm
- Output speed: 12 rpm
- Lubricant: mineral oil CLP 680

#### ■ Motor:

- Wattage: 0.34hp (0.25 KW)
- Nominal current: 0.65 A
- Speed: 1,400 rpm
- Voltage: 240 or 480 V
- Frequency: 60 Hz
- Isolation: IP 55 Class F
- Weight of the gear motor: 57.3 lbs (26 kg)
- Position of the terminal plate: 0°



# Aqualitec

Screening Equipment

September, 14<sup>th</sup> 2015

To whom it may concern,

Aqualitec Corp. certifies that the control panel will accept and follow a 4-20 mA input (liquid level sensors).

Please feel free to contact me at (310) 703-2174 or [omonfort@aqualitec.com](mailto:omonfort@aqualitec.com) with any questions.

We look forward to doing business with you.

Sincerely,

Olivier Monfort  
Sales Director

# County of Moore – Bar Rake Project

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## SCREENTEC AND COMPACTEC

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## INSTALLATION MANUAL

reference document : 14-02-0256-ST-IN-01

Revision	Date	Written by	Verified by	Approved by
A	2015-05-26	MAG		

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**Aqualitec**  
Screening Equipment

1-855-650-2214

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## 1 EQUIPMENT

The Screentec consist of:

- A: top segment including the drive system and attachment support to concrete
- B: one or more intermediate segments including attachment support to concrete
- C : bottom segment including the bar sreen itself and attachment support to concrete

### 1.1 TOP SEGMENT

Top segment consist of one frame part including:

- Junction with intermediate part,
- Drive system,
- Trash ejector system
- Mounting plates.

Top part is represented here below.

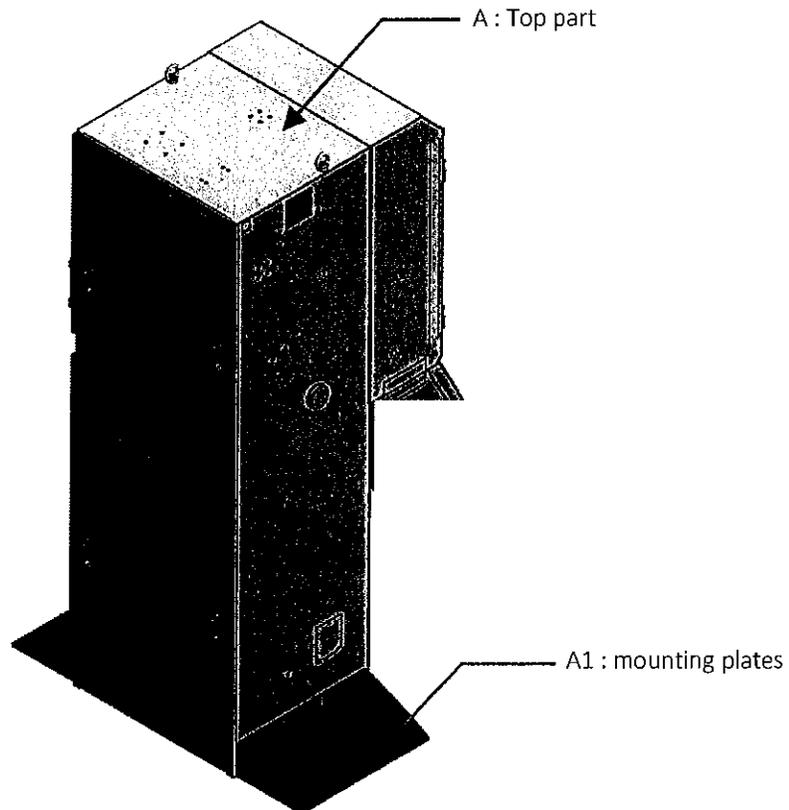


Figure 1 : top part

## 1.2 INTERMEDIATE SEGMENT(S)

Intermediate segment consist of one or more frame part(s) including:

- Junction with top and bottom part
- Attachment supports to concrete.
- Rake guide system

## 1.3 BOTTOM SEGMENT

Bottom segmnet consist of one frame part including:

- Rake guide system,
- Bar screen
- Attachment supports to concrete.

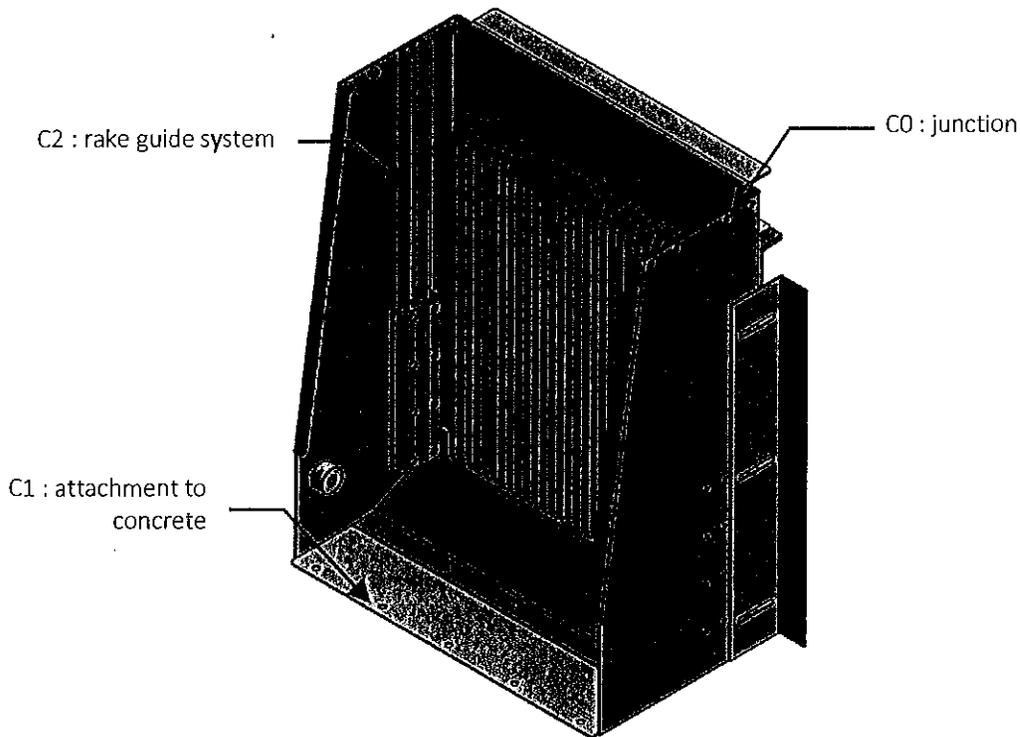


Figure 1 : bottom part

## 2 PRELIMINARY OPERATIONS

The following operations and verifications must be realized before equipment installation:

### 2.1 EQUIPMENT CHECKING

When equipment is delivery on site, the following checking must be realized:

- During delivery, client must check damages to packing and especially to the equipment. Transport insurance will applied only if damages are signaled to transporter at delivery. The following parts must be checked with higher attention:

- Motors
- Covers

- Check that equipment is complete. Each screentec consist of the different part described above.

### 2.2 CONCRETE CHECKING

The second check is concerning the concrete:

#### 2.2.1 INSTALLATION IN CHANNEL

In case of channel installation the following check must be realized:

- Channel width on 3 different level in channel at Screentec place.
  - Channel height must be conform to drawings (equipment layout)
  - Height difference should be lower or equal to 0.4 inch.
- Channel height on both side of the channel at Screentec place.
  - Channel height must be conform to drawings (equipment layout)
  - Height difference should be lower or equal to 0.2 inch.

- Surface condition of concrete

Channel walls must be smooth. Holes and bumps must be lower or equal to 0.2 inch

#### 2.2.2 INSTALLATION IN PUMPING STATION OR IN MANHOLE

In case installation in pumping station or manhole the following check must be realized:

- Top floor opening

Top floor (pumping station top floor) must be conform to drawings (equipment layout).  
Top floor must be smooth and horizontal.

- Height

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Height between top floor and bottom of equipment must be verified in the lifting station and must be conform to drawings (equipment layout).

- **Concrete at bottom of equipment**

If equipment is installed with bottom part on concrete (bottom of pumping station or dedicated concrete at intermediate level), that concrete must be checked (dimensions, horizontal and smooth surface).

For specific concrete or for refurbishment it is strongly recommended to try verified concrete with equipment before final installation.

### **3 EQUIPMENT ASSEMBLY AND INSTALLATION**

Equipment assembly could be performed it two way:

- **Assembly vertically outside channel or pumping station (recommended for equipment composed of 3 parts or less)**
- **Assembly vertically in channel or pumping station (recommended for equipment composed of 4 parts or more).**

In both case it is recommended to:

- **Check equipment position using layout plan.**
- **Check fixing possibilities.**
- **If possible it is recommended to install equipment in place before fixing everything.**

#### **3.1 LIFTING SEGMENT OF SCREENTEC**

Each segment could be lifted and moved using junctions plates to fixe sling (see figure below).

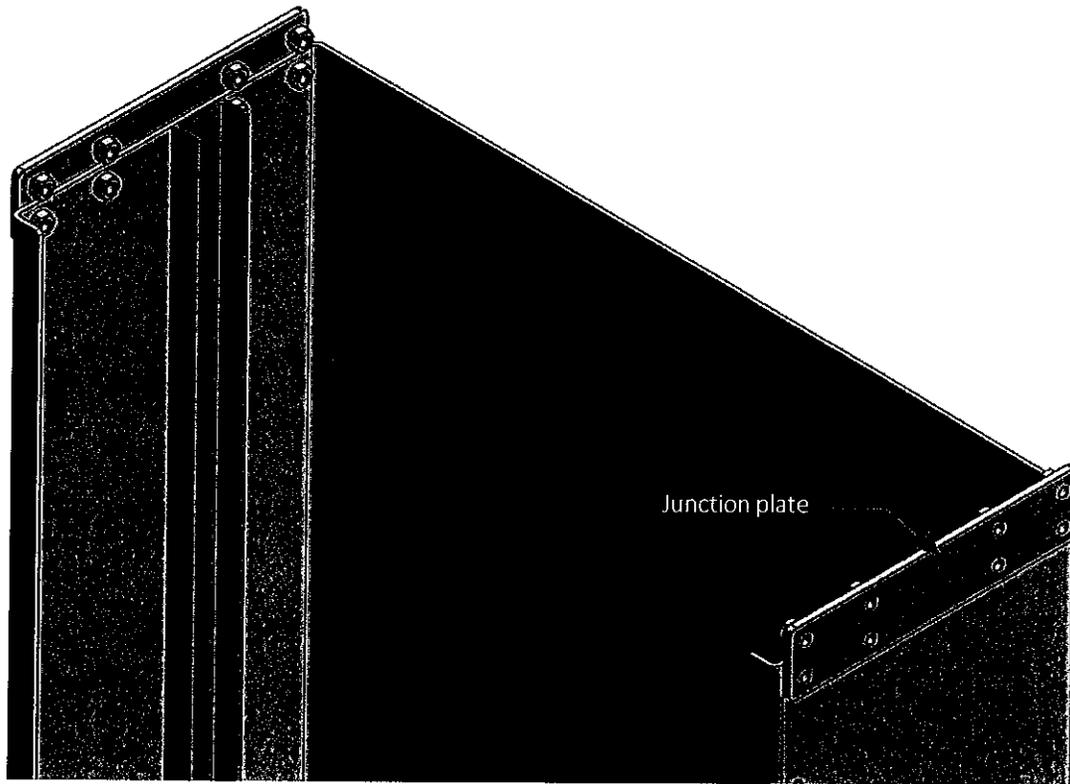


Figure 2 : segment lifting

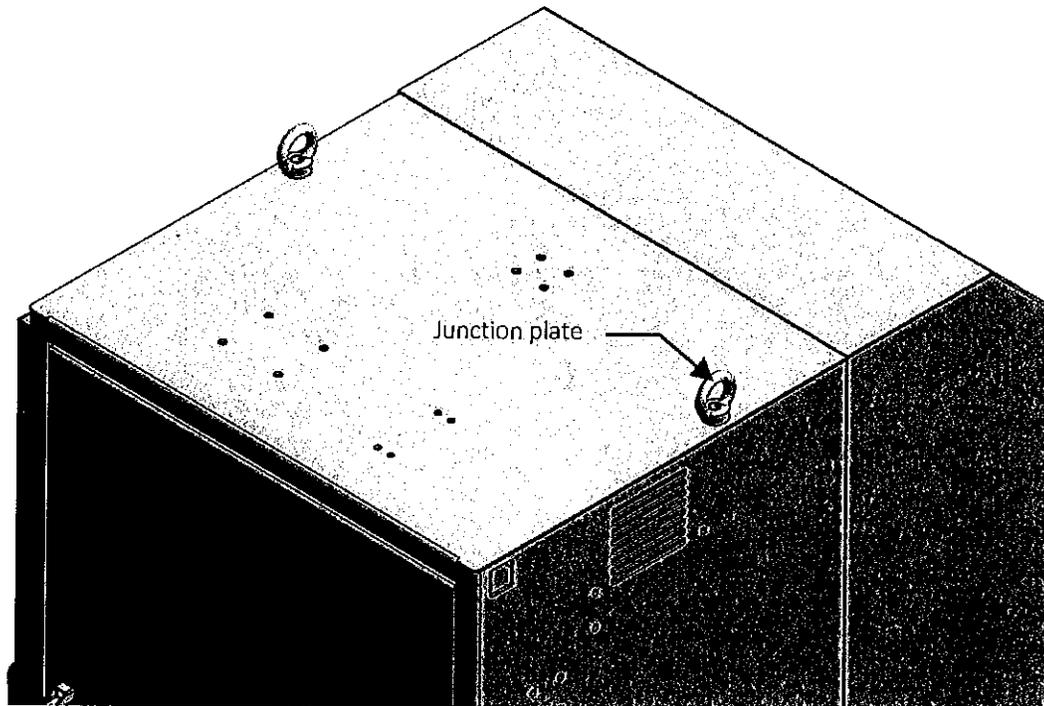


Figure 3 : top segment lifting rings

### 3.2 EQUIPMENT ASSEMBLY

Equipment must be assembly vertically. It is forbidden to assembly equipment horizontally and try to lift in vertical position after. Equipment is not designed for such mechanical stress and safety of operator could be compromised by this operation.

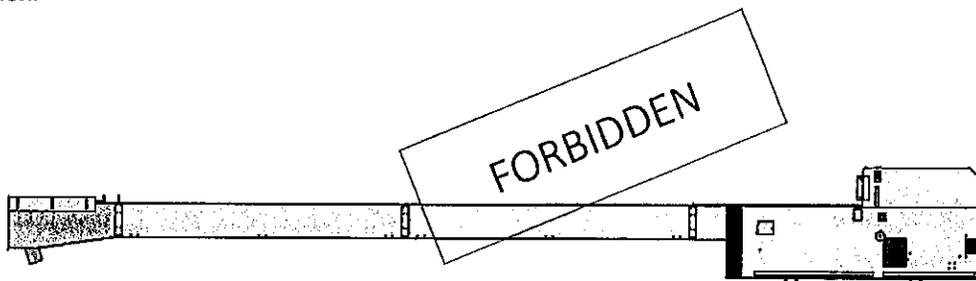


Figure 4 : horizontal assembly is forbidden

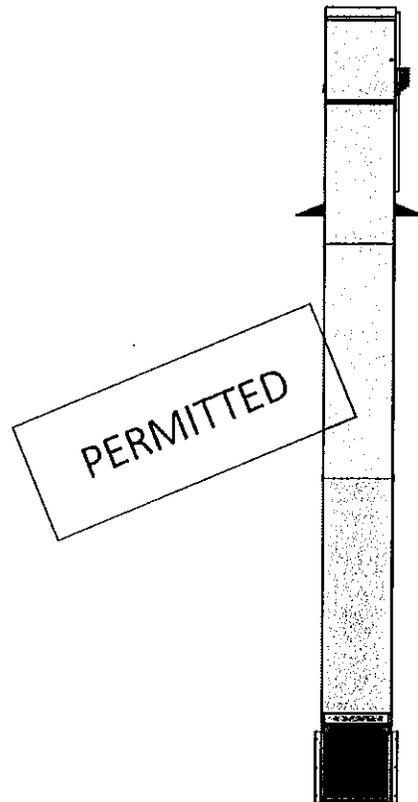


Figure 5 : only vertical assembly is permitted

### 3.3 JUNCTIONS BETWEEN SEGMENTS

Inside width of equipment and quality of junctions between segments are crucial for equipment operating. Assembly and installation must never apply mechanical stress.

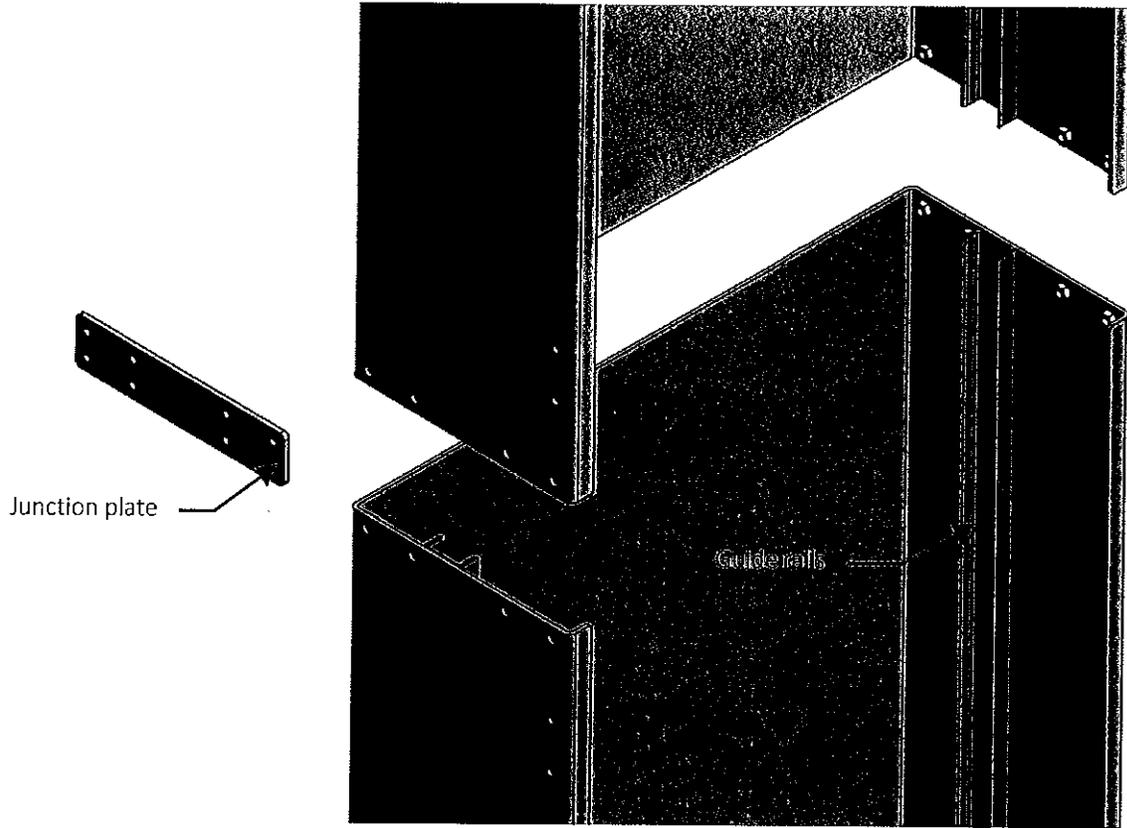


Figure 6 : junction of segments

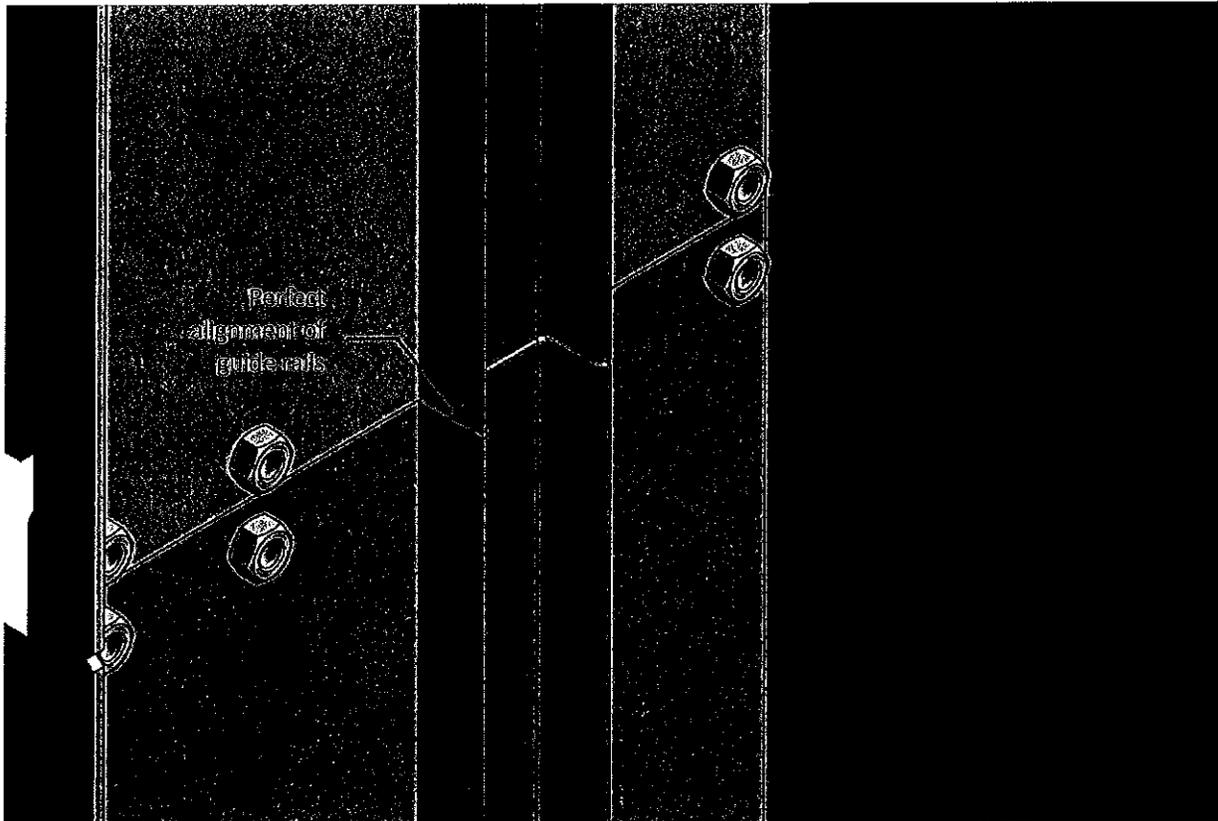


Figure 7 : junction of segments

### 3.4 EQUIPMENT ASSEMBLY OUTSIDE

#### 3.4.1 EQUIPMENT ASSEMBLY

When equipment is assembled outside concrete, the following recommendations must be followed:

- **Safety of operator must be the first priority :**
  - Lifting equipment must be adapted to load and in good conditions.
  - Operator must never be under lifted load.
  - Sling must be fixed to load before lifting to be able to guide load to its final position.
- Lifting should be always in service to avoid applying the complete load of equipment to only one part of equipment.
- Assembly is performed starting by the top, adding one after the other the lower segments.
- During assembly, inside equipment width must be preserved by no mechanical stress.
- Junction between segments must be realized with a perfect alignment of guide rails (see figure below). Junction plates must be bolted to maintain perfect alignment.

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### 3.4.2 EQUIPMENT INSTALLATION

After assembly of equipment, it is possible to take equipment down to its final position.

- It is recommended to send equipment to its final place with lifting machine first to locate fixing points.
- Then remove equipment to be able to drill hole in concrete for anchor plugs. Equipment is generally fixed:
  - At the bottom to concrete
  - At both side with supports
  - At upper floor by two mounting plates.
- Then bring back equipment to final position for installation.
- Fixing must never apply mechanical stress to equipment and particularly to inside width and guide rail alignment.
- The last fixing will be the mounting plates of top segment witch could be adjusted (picture below)
- Lifting must be kept until all fixing are in place.

### 3.5 EQUIPMENT ASSEMBLY IN PLACE

#### 3.5.1 EQUIPMENT ASSEMBLY

When equipment is assembled inside concrete, dimensions check is more important because equipment is assembly on site so no check with equipment is performed before final installation.

The following recommendations must be followed:

- **Safety of operator must be the first priority :**
  - Lifting equipment must be adapted to load and in good conditions.
  - Operator must never be under lifted load.
  - Sling must be fixed to load before lifting to be able to guide load to its final position.
- **Lower intermediate segment is connected to bottom segment.**
- **Bottom segment connected to lower segment is sending to final position to locate fixing position. Vertical position must be controlled In relation to top opening.**
- **Then remove equipment to be able to drill hole in concrete for anchor plugs. Equipment is generally fixed:**
  - At the bottom to concrete
  - At both side with supports
- **Then bring back lower part of equipment to final installation.**
- **Then top parts could be assembly and send to final position to locate fixing position.**

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- Then remove top part to be able to drill hole in concrete for anchor plugs. Equipment is generally fixed:
  - At upper floor by two mounting plates.
  - At both side with supports
- Then bring back lower part of equipment to final installation.
- The last fixing will be the mounting plates of top segment witch could be adjusted (picture below)
- Lifting must be kept until all fixing are in place.

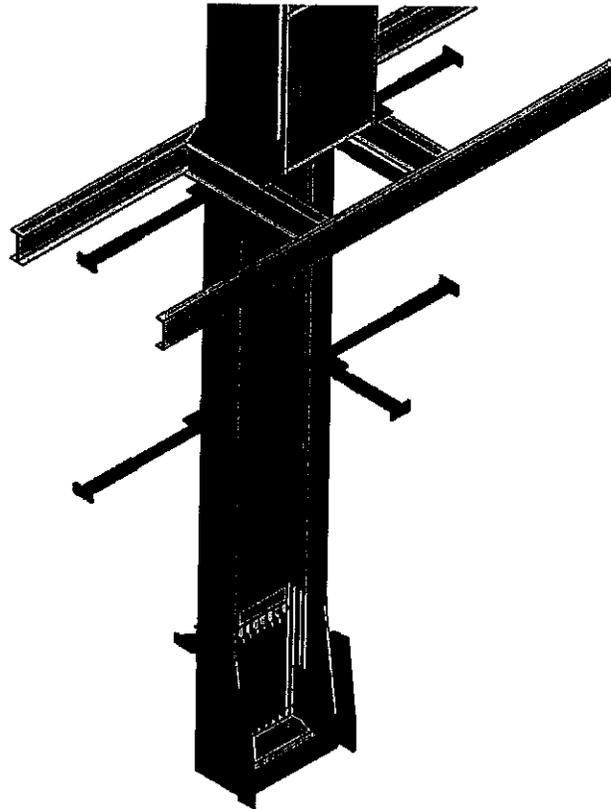


Figure 8 : general view

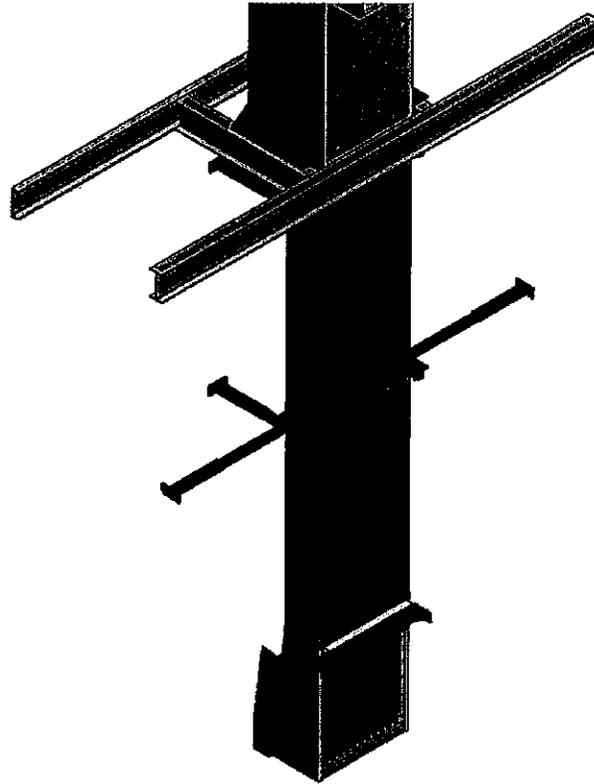


Figure 9 : general view

### 3.6 EQUIPMENT FIXING TO CONCRETE

Fixing to concrete is performed by:

- Anchors at the bottom of lower segment

Depending on civil work and client request, stainless steel anchors or epoxy anchors could be used.

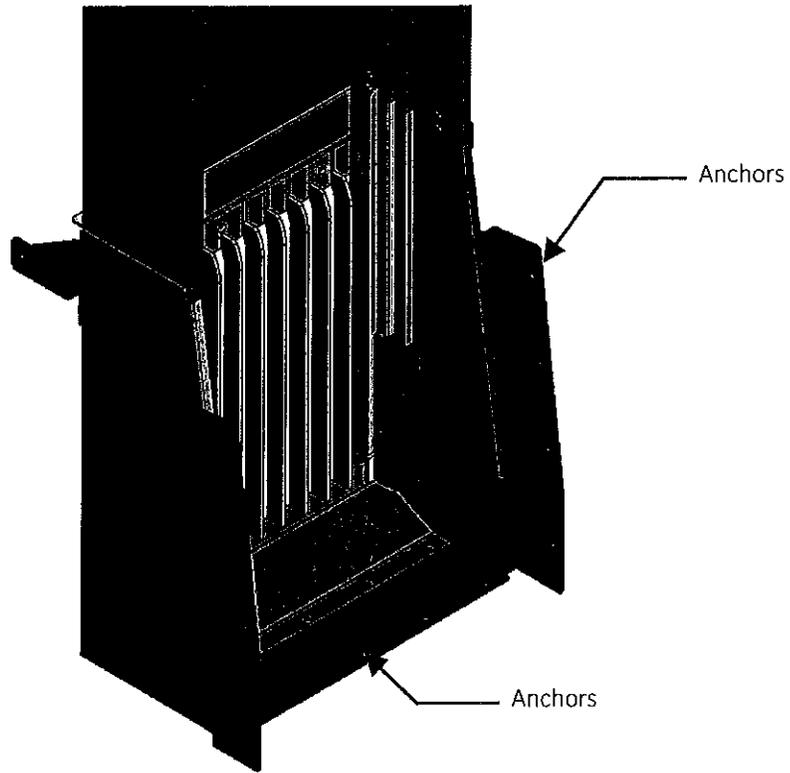


Figure 10 : fixing points – bottom

- Anchors with supports

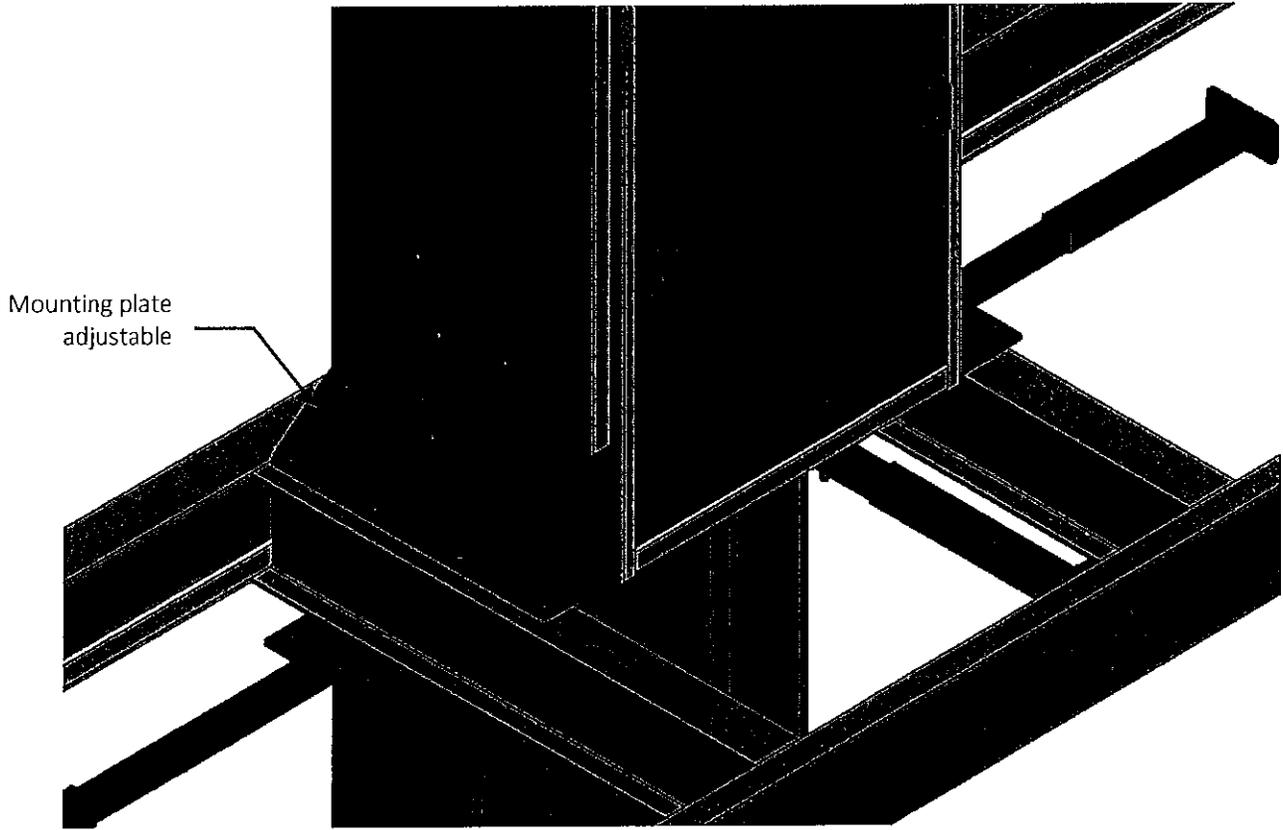


Figure 13 : fixing points – mounting plates (adjustable)

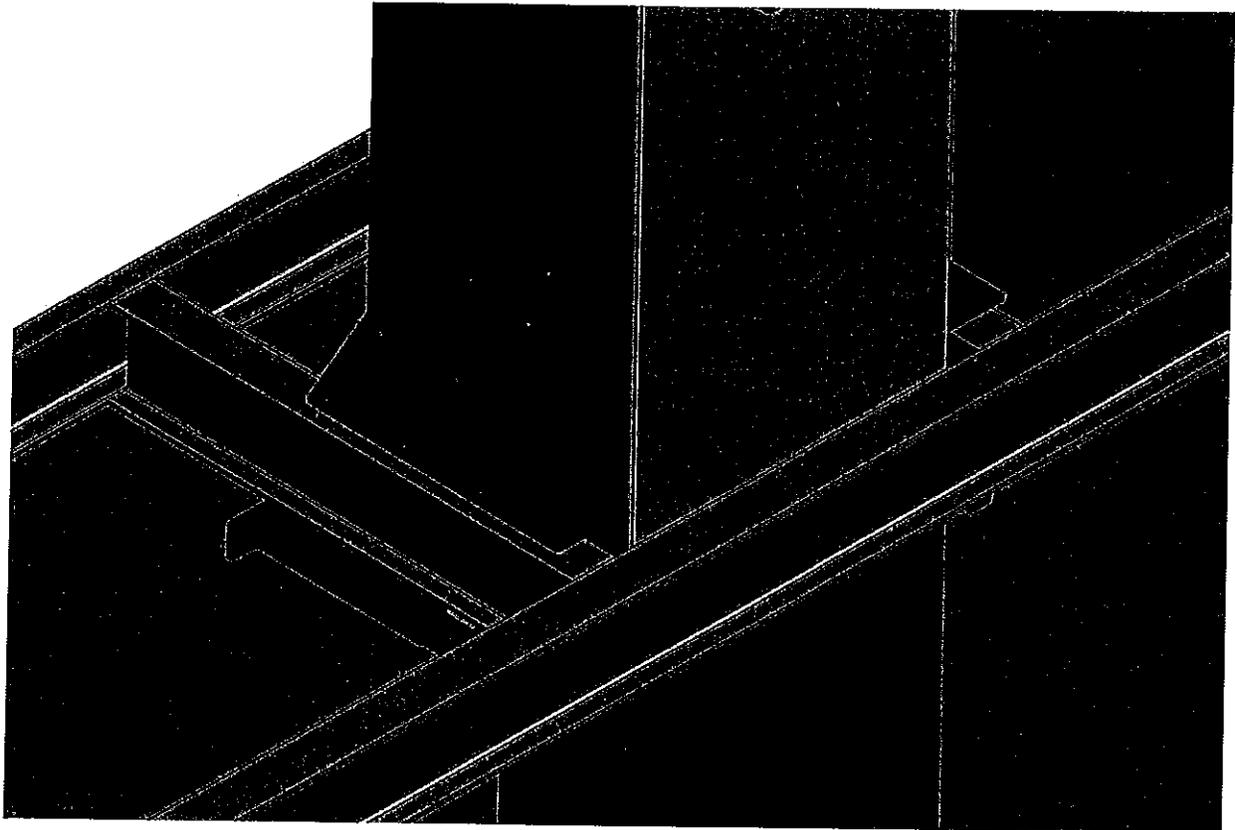


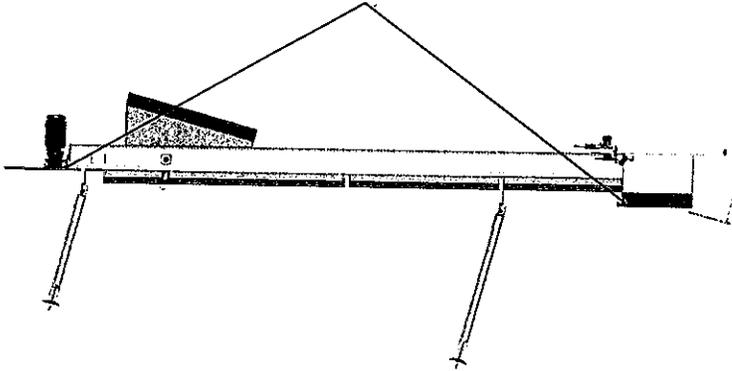
Figure 14 : fixing points – mounting plates (adjustable)

### 3.7 COMPACTEC INSTALLATION

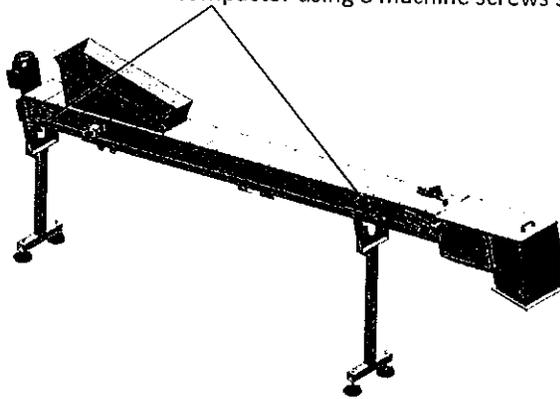
Compactor is installed following the same principles:

- Civil work control
- Equipment control
- Final position tracking
  - In case of adjustable compactor, every position must be checked including maintenance operations.
  - Conveyor hopper must be perfectly placed cloth to trash exit hopper of Screentec to avoid: trash falling on the floor, and to avoid large opening with possibility to introduce hand and injury risk.

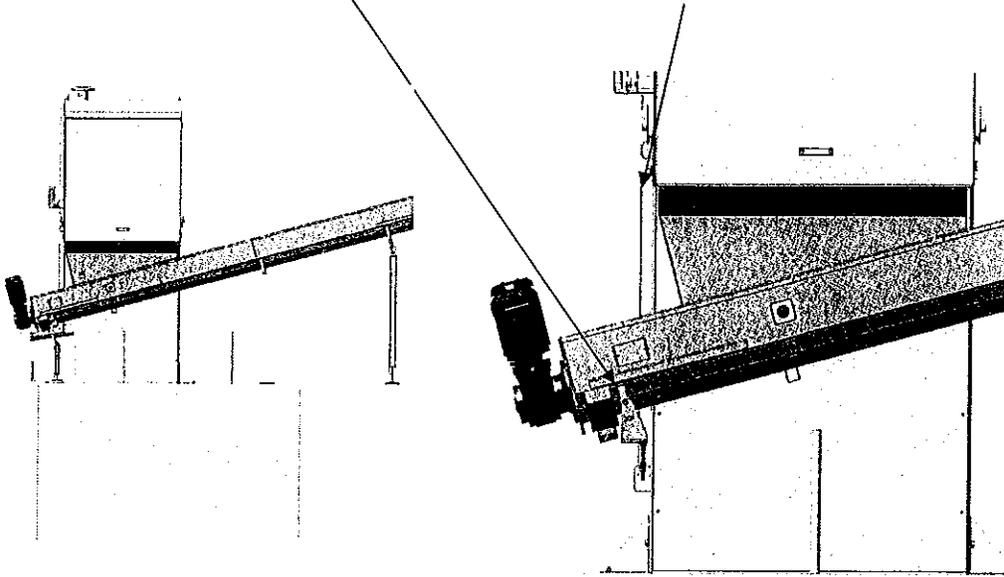
- Set a handling strap under the gearmotor and at the other extremity of the frame.



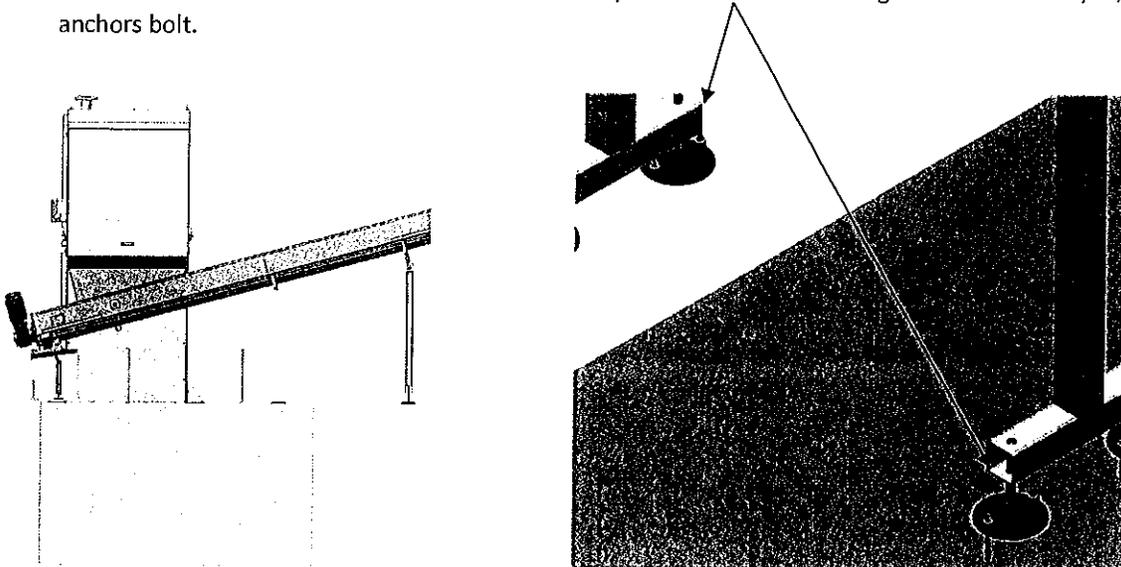
- Install Feet on the washer compactor using 8 machine screws supplied M8x20



- Adjust the position of the washer compactor to the discharge chute of the mechanical screen using the 2 machine screws supplied M12x120. The space of the gap between the hopper of the washer compactor and the discharge chute should be maximum 1/4".



- Adjust the base of the feet in order to have them in perfect contact with the ground and use 8 1/2"φ anchors bolt.



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#### 4 CHECK AFTER INSTALLATION

After installation, the following control must be performed

- Control of all tightening and particularly to fixing anchors and fixing support of equipment
- Perfect alignment of guide rails must be controlled and adjusted after installation. Tightening of junction plate is controlled after alignment verification.

**Agenda Item:** XI . A .  
**Meeting Date:** 12/08/2015

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** D. Bryan Phillips  
**DATE:** 11/13/2015  
**SUBJECT:** Fire Commission Chair and Vice Chairman  
**PRESENTER:** D. Bryan Phillips

**REQUEST:**

Accept the recommendation from the Fire Commission members to re-appoint Mike Cameron as Chairman and re-appoint Larry Upchurch Vice-Chairman.

**BACKGROUND:**

The Fire Commission was established by the Moore County Board of Commissioner in 2014 to be an advisory commission. This commission was give direction and goals by the BOC and has been successful working on those goals during the first year. Mike Cameron was appointed to be the Chairman and Larry Upchurch was appointed as Vice-Chairman.

**IMPLEMENTATION PLAN:**

Approval of Chairman and Vice-Chairman

**FINANCIAL IMPACT STATEMENT:**

None

**RECOMMENDATION SUMMARY:**

Make a motion to...recommend Mike Cameron to serve a second term as Fire Commission Chairman  
Make a motion to ...recommend Larry Upchurch to serve a second term as Fire Commission Vice-Chairman

**SUPPORTING ATTACHMENTS:**

**Agenda Item:** XI . B .  
**Meeting Date:** 12/8/2015

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 12/1/2015  
**SUBJECT:** Appointments / Local Emergency Planning Committee

**REQUEST:**

Reappoint member to the Local Emergency Planning Committee.

**BACKGROUND:**

The term for member John Ganley, the hospital representative on the Local Emergency Planning Committee, expires this month. Mr. Ganley is recommended for reappointment to an additional term.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update record.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint John Ganley to the Local Emergency Planning Committee for a three-year term expiring December 31, 2018.

**Agenda Item:** XI. C.  
**Meeting Date:** 12/8/2015

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 12/1/2015  
**SUBJECT:** Appointments / Juvenile Crime Prevention Council

**REQUEST:**

Appoint Sheriff's designee to the Juvenile Crime Prevention Council.

**BACKGROUND:**

The former Sheriff's designee member of the Juvenile Crime Prevention Council is no longer employed with the County. The Sheriff has recommended Lieutenant Josh Craven to serve in this position.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update record.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint Lieutenant Josh Craven as the Sheriff's designee member of the Juvenile Crime Prevention Council for a two-year term expiring December 31, 2017.

**Agenda Item:** XI . D.  
**Meeting Date:** 12/8/2015

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

**FROM:** Laura M. Williams, Clerk

**DATE:** 12/1/2015

**SUBJECT:** Appointments / Nursing and Adult Care Home Community Advisory Committee

**REQUEST:**

Reappoint two members to the Nursing and Adult Care Home Community Advisory Committee.

**BACKGROUND:**

The terms for Nursing and Adult Care Home Community Advisory Committee members Helen Schillaci and Virginia Whiting expire this month. Each is willing and recommended to serve an additional term.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointments and update record.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Helen Schillaci and Virginia Whiting to the Nursing and Adult Care Home Community Advisory Committee for three-year terms expiring December 31, 2018.