



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 7, 2018**

**REGULAR MEETING, 5:30 PM**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE** – *Debra Ensminger, Planning/Transportation Director*

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

**II. ADDITIONAL AGENDA**

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

**III. PRESENTATIONS**

**IV. RECOGNITIONS**

**V. APPROVAL OF CONSENT AGENDA**

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

- A. Minutes: July 17, 2018 Regular Meeting
- B. Budget Amendments
- C. Acceptance of Deed of Dedication for Sandhills Classical Christian School
- D. Acceptance of Deed of Dedication for Buckholz Enterprises, Inc.
- E. Health Department Bad Debt Write-Off
- F. Health Department Grant Application Child Health & Infant Mortality
- G. Board Order for Bed & Breakfast Conditional Use Permit

**VI. PUBLIC HEARINGS**

- A. Public Hearing/Planning – Conditional Rezoning Request: Residential and Agricultural – 5 (RA-5) to Highway Commercial Conditional Zoning (B-2-CZ) – *This item is to be continued to a future date acceptable to the applicant per request by the applicant.*

**VII. OLD BUSINESS**

- A. Sheriff – Request for Approval of Contract with NCDOT for Roadside Litter/Debris Removal (*Bill Flint*)

## VIII. NEW BUSINESS

- A. Public Safety – Request for Award of Bid for Purchase of Restroom/Shower Trailers (*Bryan Phillips*)
- B. Finance – Request for Approval of Resolution for Sale and Issuance of Series 2018 School General Obligation Bonds and Reimbursement Resolution for Community College Bonds (*Caroline Xiong*)
- C. Administration – Request for Authorization to Proceed with Negotiation of Contract for Architectural Services for New Courthouse Project (*Rich Smith*)
- D. Administration – Request for Approval of Resolution Calling for Special Advisory Referendum Concerning the Levy of a One-Quarter Cent County Sales and Use Tax and a Resolution Specifying the Proceeds from the Tax, if Passed (*Wayne Vest*)

## IX. APPOINTMENTS

- A. Airport Authority
- B. Library Board of Trustees
- C. Planning Board

## X. ADDITIONAL AGENDA

## XI. MANAGER'S REPORT

## XII. COMMISSIONERS' COMMENTS

## ADJOURNMENT

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

- **Local Emergency Planning**, Thursday, August 9, 11:00am (*Ritter*)
- **TARPO RTAC**, Thursday, August 9, 12:00pm (*Quis*)
- **Board of Education**, Monday, August 13, 6:00pm (*Gregory*)
- **Airport Authority**, Tuesday, August 14, 10:00am (*Quis*)
- **Sandhills Center Board**, Tuesday, August 14, 7:00pm (*Ritter*)
- **Pre-agenda**, Wednesday, August 15, 9:30am (*Graham / Ritter*)
- **DSS Board**, Wednesday, August 15, 3:00pm (*Graham*)
- **Transportation Advisory Board**, Wednesday, August 15, 3:00pm (*Gregory*)
- **Regular Meeting**, Tuesday, August 21, 5:30pm
- **Pre-agenda**, Wednesday, August 29, 9:30am (*Graham / Daeke*)
- **Transportation Committee**, Wednesday, August 29, 2:00pm (*Quis*)
- **Employee Service Luncheon**, Thursday, August 30, 12:00pm

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

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

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

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

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

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



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, JULY 17, 2018**

**REGULAR MEETING, 5:30 PM**

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The Moore County Board of Commissioners convened for a Regular Meeting at 5:30 p.m., Tuesday, July 17, 2018, in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

**Commissioners Present:**

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

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Chair Graham called the meeting to order at 5:30 p.m. She welcomed everyone and recognized elected officials present.

Reverend David Bibey with Crossroads Community Church offered the invocation and Sheriff Neil Godfrey led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

Major Philip Morris with the National Guard informed the Board of three Moore County vacancies on the Selective Service Board, and requested the Board's assistance in recruiting three community-minded members.

Mr. John Miaszek requested the Board's assistance to the Restore Woodlake Committee.

Ms. Mary Jo Morris offered her support for the Animal Operations recognition item on the agenda, as well as the work done by the Citizens Pet Responsibility Committee. She also commended Moore County EMS for their response to a recent issue she had and thanked Vice Chair Ritter who she said was a driving force behind the excellent public safety service.

Mr. Kevin Lewis commented regarding the location of probation/parole in the courthouse as well as use of the existing courthouse building.

## **AGENDA**

Chair Graham asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and none was stated. Chair Graham noted the Presentations and Recognitions items would be switched with the Sheriff's consent.

## **RECOGNITIONS**

### Sheriff – Animal Operations

Sheriff Neil Godfrey shared the commendable volunteer efforts put forth by citizen Kristen Seawell for Animal Operations, including round trip transportation to the spay/neuter clinic in Vass for Robbins area residents. Sheriff Godfrey presented Ms. Seawell with a volunteer award plaque in recognition of her service. Ms. Seawell offered her thanks to the Sheriff and those in his department, saying the animal center had come a long way since he took it over.

## **PRESENTATIONS**

### Citizens Pet Responsibility Committee

Ms. Angela Zumwalt, Chair of the Citizens Pet Responsibility Committee, provided a presentation to update the Board on the Committee's work and success. Her presentation is hereby incorporated as a part of these minutes by attachment as Appendix A. Chair Graham thanked Ms. Zumwalt and all the volunteers, many of whom were present at the meeting, for their work.

## **CONSENT AGENDA**

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

Minutes: June 19, 2018 Regular Meeting and Closed Session  
Tax Releases/Refunds – June 2018  
Budget Amendments  
Nonprofit Grant Agreements: Friend to Friend & Moore Free Care Clinic Foundation  
Nonprofit Grant Agreement: Sandhills Center for MH/DD/SAS  
NC Forest Service Contract  
Economic Development Agreement with Partners in Progress  
2017 Essential Single Family Rehab Loan Pool Program Assistance Policy & Associated Documents  
2017 Urgent Repair Program & Associated Documents  
2018 Urgent Repair Program & Associated Documents  
DSS Contract with Right Transportation, Inc.  
DSS Memorandum of Understanding with Moore County Transportation Services  
Memorandum of Understanding between Public Safety E-911 & GIS  
FY 18-19 Home & Community Care Block Grant

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

## **PUBLIC HEARINGS**

### Public Hearing/Planning – General Use Rezoning Request: Highway Commercial B- 2 to Residential Agricultural 40 RA- 40

Planning Director Debra Ensminger reviewed a request by Leasa Haselden for a general use rezoning from Highway Commercial B-2 to Residential Agricultural-40 RA-40 of a portion of three parcels located at 104 Branch Trail. Chair Graham opened the duly advertised public hearing regarding this matter. Ms. Haselden, a realtor representing the landowner, stated that the highest and best use for the property was not Highway Commercial as it was currently zoned. The property was under contract and she recommended to the buyer, who would be living in an existing home on the site, that it be rezoned to RA-40. Commissioner Daeke asked if the buyer was buying the entire tract and Ms. Haselden said yes. There being no further speakers, Chair Graham closed the public hearing. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement approval and authorize its Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to approve the general use rezoning request from Highway Commercial B-2 of the northern portion, being approximately 5 acres, of three parcels, being approximately a total of 18.97 acres, located along US Hwy 1 at 104 Branch Trail, to result in the entire three parcels being zoned Residential Agricultural – 40 (RA-40). The consistency statement is hereby incorporated as a part of these minutes by attachment as Appendix D.

### Public Hearing/Planning – Conditional Use Permit Request: Bed and Breakfast 1351 Dowd Road, Carthage

County Attorney Misty Leland reviewed that this item was a request by Lynn Gallup for a Conditional Use Permit for the use of a four-unit Bed and Breakfast, located at 1351 Dowd Road, Carthage and that the hearing on this matter would be quasi-judicial in nature. Ms. Leland reviewed the quasi-judicial process and called forth to be sworn anyone wishing to testify in the matter. Ms. Debra Ensminger, Lynn Gallup, and Colin MacNair were administered the oath by the Clerk. Ms. Leland gave commissioners the opportunity to reveal any special knowledge of or conflicts with the case and there were none. The duly advertised public hearing was opened. Planning Director Debra Ensminger reviewed the request as outlined in her staff report. Ms. Lynn Gallup, applicant and property owner, commented on the attributes of the property, which she said was an asset to Carthage. Vice Chair Ritter asked whether the use had been approved by the fire inspector and Ms. Gallup indicated she would be seeking that approval and others required upon completing this first step of approval of the Conditional Use Permit. Commissioner Quis noted the name of the business would be Gracewood Farm and Retreat and inquired whether it would be anything more than a Bed and Breakfast. Ms. Gallup stated the main purpose was to be a Bed and Breakfast but it could also be a small meeting space. Commissioner Quis asked how many people it would accommodate and Ms. Gallup said no more than the size of a regular family. Chair Graham asked about the possibility of more permanent stays and Ms. Gallup said stays should be less than seven days and would probably be an average of two or three days. She said the retreat part of the name just indicated it to be a relaxing setting. Mr. Colin MacNair of 434 Youngs Road, Vass, shared that he had known Ms. Gallup and her family a number of years and had sold her the farm. (He was a realtor.) He said it would be a wonderful opportunity for Moore County, and that it was a pristine farm with the house positioned squarely in the middle such that neighbors should not be bothered by any activity on the property. He said he was just present to support Ms. Gallup. There being no further speakers, upon motion made by Chair Graham, seconded by Commissioner Quis, the Board voted 5-0 to approve the Conditional Use Permit request for the use of a four-unit Bed and Breakfast in a single family residence located at 1351 Dowd Road, Carthage, owned by Lynn Gallup per Deed Book 4637, Page 290. Ms. Leland inquired about the Board Order and Ms. Ensminger said it would be prepared for the Board's next meeting on August 7, 2018. The public hearing was closed. The staff report for this item is hereby incorporated as a part of these minutes by attachment as Appendix E.

## Public Hearing/Planning – Text Amendment to Unified Development Ordinance

Planning Director Debra Ensminger reviewed a request for text amendments to the Moore County Unified Development Ordinance and presented three different options for the amendment. She shared that the Planning Board had recommended the third option. Chair Graham opened the duly advertised public hearing regarding this matter. There were no speakers. Chair Graham closed the public hearing. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement approval and authorize its Chairman to execute the document as required by North Carolina General Statute 153A-341. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to approve the proposed text amendment Option Three to the Moore County Unified Development Ordinance. The consistency statement as well as Ms. Ensminger's staff report detailing the options presented and option chosen are hereby incorporated as a part of these minutes by attachment as Appendix F.

## **OLD BUSINESS**

### Sheriff – Request for Approval of Contract for Inmate Food Services

Lt. Bill Flint requested the Board's approval of a contract amendment with Aramark, the food services contractor with the Moore County Detention Center. The amendment would increase the Consumer Price Index and change the term agreement. Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the amendment with Aramark Correctional Services, LLC and authorize the Chair to sign the same.

## **NEW BUSINESS**

### Sheriff – Request for Approval of Contract for Roadside Litter/Debris Removal

Lt. Bill Flint asked the Board to approve a contract with the North Carolina Department of Transportation for roadside litter/debris removal. He shared that this would be the first of this type of agreement. Chair Graham commended Lt. Flint for his idea and for thinking outside the box. She asked for confirmation that it would not present any problem for the County to make money from the inmates' labor. Sheriff Neil Godfrey said he did not think so, but indicated the legal department may need to confirm. Discussion followed. Upon motion made by Chair Graham, seconded by Commissioner Daeke, the Board voted 5-0 to table this item to the first meeting in August.

### Moore County Schools – Request for Funding the Design and Site Exploration of the New Pinehurst Elementary School

Moore County Schools Executive Officer for Operations John Birath requested the Board's approval for funding the design of the new Pinehurst Elementary School, and site investigations. Commissioner Quis inquired regarding the architectural fee for the new Area I school as compared to the fee for this one. Mr. Birath explained an increase between the two was due to the confines of the Pinehurst site as well as the addition of the temporary school site design. Upon motion made by Chair Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Board of Education request to provide the requested funding of \$2,453,000 for the design of the new Pinehurst Elementary School and the site investigation activities.

Moore County Schools – Request for Approval of Memorandum of Agreement with Moore County Schools and Sandhills Center for MH/DD/SAS

Moore County Schools Chief Officer for Academics and Student Support Services Tim Locklair requested the Board’s approval of a Memorandum of Agreement with the Schools and Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services for funding of two Behavior Health Intervention team members. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to approve the Memorandum of Agreement with Moore County Schools and Sandhills Center. Chair Graham expressed appreciation for this funding from Sandhills Center.

Public Safety – Request for Approval of Medical Director Contract Renewal

Public Safety Director Bryan Phillips requested the Board’s approval of a contract for medical director services for Moore County EMS and E-911 Center. Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the contract between the County of Moore and Ronald J. Milewski, M.D. of the Sandhills Emergency Physicians, P.A.

Tax – Request for Approval of Settlement Reports for 2017-2018

Tax Administrator Gary Briggs presented the tax settlement reports for 2017-2018. He thanked the taxpayers, commissioners, Administration, license plate agencies, and Tax Department staff for their efforts and support. Upon motion made by Commissioner Daeke, seconded by Chair Graham, the Board voted 5-0 to accept the preliminary reports as required by North Carolina General Statute 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2017-2018, to accept the minimal tax bill report for 2017-2018, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes. The referenced documents are hereby incorporated as a part of these minutes by attachment as Appendix G. County Manager Wayne Vest thanked Mr. Briggs for the great report and congratulated him and his staff.

Tax – Request for Charge of 2018-2019 Tax Levy

Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for the 2018-2019 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes. The authorization to collect is hereby incorporated as a part of these minutes by attachment as Appendix G.

Administration – Request for Approval of Position Classification and Pay Plan for Moore County

Assistant County Manager Janet Parris provided a presentation regarding a pay study recently completed for Moore County, and requested the Board’s approval of the resulting Position Classification and Pay Plan. She noted that the last page of the plan had been updated to include a line inadvertently omitted in what was previously sent to the Board. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to adopt the Position Classification and Pay Plan for Moore County, with the referenced updated sheet, effective September 15, 2018. Chair Graham said a lot of work had gone into this plan and she offered her thanks. County Manager Wayne Vest thanked the commissioners for their support and thanked employees and department directors for their patience as it was completed. Commissioner Gregory shared his pleasure that a plan was brought forth that would assist in recruitment and retention of the very best employees.

The plan and the presentation provided by Ms. Parris are hereby incorporated as a part of these minutes by attachment as Appendix I.

### Administration – Request for Consideration of ¼ Cent Sales Tax Referendum

County Manager Wayne Vest requested the Board’s direction regarding whether a quarter cent sales tax referendum would be placed on the November 2018 ballot. He reviewed the failed efforts to get a local bill to modify the ballot language to restrict the funds to school capital needs. Vice Chair Ritter, Commissioner Gregory, and Chair Graham all expressed their deep disappointment and dismay regarding the treatment they received on a trip to Raleigh along with several other local officials to request legislators’ support for the modified language. Not only did they not receive the support, they were treated rudely.

With regard to the sales tax, there was a question about its application to prescription medications. County Attorney Misty Leland indicated she did not think it would apply to those, but she began researching to confirm. There was discussion regarding the number of visitors to Moore County who would lessen the tax burden on residents by paying this sales tax. Commissioner Quis also discussed the overwhelming support for a recent school bond issue and the need for Moore County Schools to be involved similarly as they were with that issue in educating the public about the sales tax issue. The Board discussed that if the issue were not placed on the 2018 ballot, it would have to wait until 2020.

Upon motion made by Commissioner Daeke, seconded by Chair Graham, the Board voted 5-0 to approve placing the Article 46 one quarter cent sales tax referendum on the November 2018 ballot.

### **APPOINTMENTS**

#### Board of Adjustment

Upon motion made by Commissioner Gregory, seconded by Commissioner Daeke, the Board voted 5-0 to waive the term limit and reappoint Frank Thigpen and Kathy Liles to the Board of Adjustment for three-year terms expiring July 31, 2021.

#### NCACC Conference Voting Delegate

Upon motion made by Chair Graham, seconded by Commissioner Quis, the Board voted 5-0 to appoint Commissioner Gregory as the voting delegate to the NCACC Annual Conference.

#### Town of Vass Planning Board ETJ

Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Daniel Dent and appoint Ron Atkinson as ETJ members of the Town of Vass Planning Board.

### **MANAGER’S REPORT**

County Manager Wayne Vest informed the Board that rating agency calls were scheduled for July 24 for the bonds, and said he wanted to at a minimum maintain the County’s current rating but hoped for a slight improvement.

## **ADJOURNMENT**

There being no further business, upon motion made by Vice Chair Ritter, seconded by Commissioner Quis, the Board voted 5-0 to adjourn the July 17, 2018, regular meeting of the Moore County Board of Commissioners at 7:46pm.

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Catherine Graham, Chair

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer  
**DATE:** 07/30/2018  
**SUBJECT:** Budget Amendments  
**PRESENTER:** Caroline L. Xiong



**REQUEST:**

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

**BACKGROUND:**

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

	<b>Department</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>	<b>Journal</b>
1.	Sheriff	\$2,881 increase	North Carolina Drug Tax Program	Pay Overtime and Purchase Law Enforcement Equipment	20001
2.	Fund 215 Rural Fire Protection	\$9,158 increase	Appropriated Fund Balance	Purchase a fit testing system for the northern end of the county	20002
3.	Finance	\$193,342 increase	Sandhills Center BHI Grant	Funding for two Behavior Health Intervention (BHI) team members	20003

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$193,342, Multi-Year Grants for \$2,881, Fire Protection SVC District for \$9,158 to authorize the County Manager to proceed with the amendments and any actions required as a result.

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

# Fiscal Year 2018/2019

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - North Carolina Drug Tax Program			
Revenue 24033005 36075 Drug Seizure Funds	967,926	2,881	970,807
Expense 24019505 53828 Drug Seizure Funds	1,008,424	2,881	1,011,305

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Catherine Graham  
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:** \$2,881.23

**Source(s) of Funding:** North Carolina Drug Tax Program

**Justification (please be specific):** To pay overtime and to purchase law enforcement equipment.

BA080718-1

# Fiscal Year 2018/2019

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Fund 215 Rural Fire Protection Service Tax Fund - Robbins Fire Department  
approved by the Fire Commission May 10, 2018

Revenue	21519000 32950	Appropriated Fund Balance	19,200	9,158	28,358
Expense	21555500 56050	Robbins Current Year Tax	286,219	9,158	295,377

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Catherine Graham  
Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

### **Department:**

Fund 215 Rural Fire Protection Service Tax Fund

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

Increase in funding from appropriated fund balance in Fund 215 for Robbins Fire Department to purchase a fit testing system for the northern end of the county in the amount of \$9,158.00 approved by the Fire Commission at their May 10, 2018 meeting. Payment was approved to be rendered in the first quarterly payment to Robbins Fire Department for FY2018-2019.

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

21519000 32950 Appropriated Fund Balance INCREASE \$9,158

21555500 56050 Robbins Fire Current Year FY19 INCREASE \$9,158

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

See attached minutes from the Fire Commission Meeting held on May 10, 2018.

# Fiscal Year 2018/2019

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Finance - Sandhills Center BHI Grant

Revenue	10018000 30457	Sandhills Center BHI Grant	-	193,342	193,342
Expense	10034096 56301	Sandhills Center BHI Grant	-	193,342	193,342

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Catherine Graham  
Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

### **Department:**

Finance

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

Increase of \$193,342

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

10018000 30457 Sandhills Center BHI Grant INCREASE \$193,342

10034096 56301 Sandhills Center BHI Grant INCREASE \$193,342

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

A Memorandum of Agreement has been created between all parties through which Sandhills Center would provide funding for two Behavior Health Intervention (BHI) team members including salary and benefits; a computer for both BHI team members; and training for both BHI team members. The total annual funding from Sandhills Center to MCS would be \$193,342. This is a pass-through non-profit grant. The Memorandum of Agreement was approved by the Board of Commissioners on July 17<sup>th</sup>, 2018.

**Agenda Item:** V.C.  
**Meeting Date:** 8/7/18

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Public Works Director  
**DATE:** July 27, 2018  
**SUBJECT:** Deed of Dedication for Sandhills Classical Christian School  
**PRESENTER:** Randy Gould, PE

**REQUEST:**

Make a motion to accept the Deed of Dedication for the Sandhills Classical Christian School, Inc.

**BACKGROUND:**

The utilities construction for the Sandhills Classical Christian School, Inc. is completed and ready for operation and acceptance by the County.

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

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

**RECOMMENDATION SUMMARY:**

Make a motion to accept the Deed of Dedication for the Sandhills Classical Christian School, Inc.

**SUPPORTING ATTACHMENTS:**

Deed of Dedication.



Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and/or sewer pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution and/or sewer collection system that are constructed beneath or within the public right-of-way beginning at or near  Rays Bridge Road , running  North  (direction) to a point at or near  Hydrant at 1500 Rays Bridge Road , all of which is located in  Whispering Pines , NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near  Rays Bridge Road . The length of the pipeline is approximately  8  linear feet.

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

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

Grantor warrants that the personal property is properly located beneath or within the right-of-way of roads maintained by the State of North Carolina. Additionally, the Grantor warrants that the installation has been approved and is in compliance with the encroachment agreement entered into between the State of North Carolina, the Grantor, and the Grantee, dated  April 26, 2018 .

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

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

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

William Fields (Seal)  
Grantor's Signature

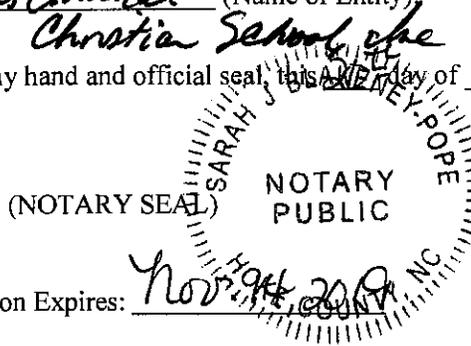
\_\_\_\_\_  
Grantor's Name (Print)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that William Fields personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a NCDL, and he/she has acknowledged that he/she is the V. Chairman (title of office) of Board of Directors SCCS, etc. (Name of Entity), a North Carolina Non Profit Corp. (Type of Legal Entity), and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of Sandhills Classical Christian School, etc. (Name of Entity).

Witness my hand and official seal, this 18th day of July, 2018.



Sarah J. Blakeney-Pope  
Signature of Notary Public

Sarah J. Blakeney-Pope  
Printed Name of Notary Public

My Commission Expires: Nov 9th 2019

ACCEPTANCE OF DEED OF DEDICATION

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

COUNTY OF MOORE

\_\_\_\_\_  
Chair's Signature  
Moore County Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk's Signature  
Clerk to the Board

**Agenda Item:** V.D.  
**Meeting Date:** 8/7/18

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** July 27, 2018

**SUBJECT:** Deed of Dedication for Buckholz Enterprises, Inc.

**PRESENTER:** Randy Gould, PE

**REQUEST:**

Make a motion to accept the Deed of Dedication for Buckholz Enterprises, Inc.

**BACKGROUND:**

The utilities construction for Buckholz Enterprises, Inc. is completed and ready for operation and acceptance by the County.

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

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

**RECOMMENDATION SUMMARY:**

Make a motion to accept the Deed of Dedication for Buckholz Enterprises, Inc.

**SUPPORTING ATTACHMENTS:**

Deed of Dedication.

**DEED OF DEDICATION**

---

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

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THIS DEED OF DEDICATION is made the 13 day of July, 2018, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
<u>Donald M. Buchholz</u> <u>Buchholz Enterprises, LLC</u> <u>270 E. Ohio Ave</u> <u>Southern Pines, NC 28387</u>	<b>County of Moore</b> , a political subdivision of the State of North Carolina P.O. Box 905 Carthage, NC 28327

**WITNESSETH:**

**WHEREAS**, Grantor has caused to be installed water and/or sewer pipelines within the public right-of-way, the location of which is hereinafter described and referenced; and

**WHEREAS**, Grantor wishes to obtain water and/or sewer service from Grantee to the newly installed pipelines and to make water and/or sewer from Grantee's system available to individual owners; and

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

**NOW, THEREFORE**, Grantor, in consideration of Grantee accepting said water and/or sewer pipelines and connecting and incorporating those pipelines into the Grantee's system,

Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and/or sewer pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution and/or sewer collection system that are constructed beneath or within the public right-of-way beginning at or near Hydrant installed near Savannah Lane along US 1 Hwy, running NorthWest (direction) to a point at or near The public right-of-way of US 1 Hwy, all of which is located in Vass, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near US 1 Hwy. The length of the pipeline is approximately 10 linear feet.

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

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

Grantor warrants that the personal property is properly located beneath or within the right-of-way of roads maintained by the State of North Carolina. Additionally, the Grantor warrants that the installation has been approved and is in compliance with the encroachment agreement entered into between the State of North Carolina, the Grantor, and the Grantee, dated April 7, 2018.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. Beginning July 13, 2018 Grantee will have 30 days, to inspect the personal property. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

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

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

Donny Buchholz (Seal)  
Grantor's Signature

Donny Buchholz  
Grantor's Name (Print)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that Donny Buchholz personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a NC D/L, and he/she has acknowledged that he/she is the Owner (title of office) of Buchholz Enterprises, LLC (Name of Entity), a North Carolina \_\_\_\_\_ (Type of Legal Entity), and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of Buchholz Enterprises (Name of Entity).

Witness my hand and official seal, this 17 day of July, 2018.

LINDA M WETMORE  
NOTARY PUBLIC  
MOORE COUNTY, NC  
My Commission expires: 2/13/2022

Linda M Wetmore  
Signature of Notary Public

LINDA M. WETMORE  
Printed Name of Notary Public

My Commission Expires: 2/13/2022

ACCEPTANCE OF DEED OF DEDICATION

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

COUNTY OF MOORE

\_\_\_\_\_  
Chair's Signature  
Moore County Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk's Signature  
Clerk to the Board

**Agenda Item:** V . E .  
**Meeting Date:** 7 August 18

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Robert R. Wittmann, Health Director *RRW*  
and Secretary to the Board of Health

**DATE:** July 13, 2018

**SUBJECT:** Health Department Bad Debt Write-Off

**PRESENTER:** Robert R. Wittmann, Health Director

**REQUEST:** That the Moore County Board of Commissioners approves the Moore County Health Department's Bad Debt Write-Off for July 1, 2017 through June 30, 2018 in the amount of \$789.82; see attached Memorandum.

*{What action are you asking for?}*

**BACKGROUND:** Health Department Fee for Services Policy provides that an account is deemed uncollectible when there has been no activity on the account for more than twelve (12) months; and further provides that an itemized list of such uncollectible outstanding balances shall be created at the end of the fiscal year for the Health Director's review; and further provides that all outstanding balances of less than fifty dollars (\$50.00) may be written off with the approval of the Health Director, Board of Health, and County Commissioners.

*{Research and justification of proposal and need; Alternatives evaluated; Legal Basis; Outcome – What will be achieved and how will it be measured?}*

**IMPLEMENTATION PLAN:** Upon approval by the Moore County Board of Commissioners, the Moore County Health Department and Moore County Finance Office will write off the approved debt.

*{How and when staff will undertake the action?}*

**FINANCIAL IMPACT STATEMENT:** Since the debt is deemed uncollectible, there will be no additional financial impact.

*{What is the cost? /Where is the money coming from? / Optional or mandated?}*

**RECOMMENDATION SUMMARY:** Adopt a motion to approve the Bad Debt Write-Off in the amount of \$789.82 as recommended by the Moore County Board of Health.

**SUPPORTING ATTACHMENTS:** Bad Debt Write-Off Memorandum dated 3 July 18 and the Moore County Board of Health Bad Debt Write-Off Resolution dated July 10, 2018.

**County of Moore**  
*Department of Health*  
705 Pinchurst Avenue • P.O. Box 279  
Carthage, North Carolina 28327

**Robert R. Wittmann, M.P.H.**  
Director



**Telephone: 910-947-3300**  
**Fax: 910-947-1663**

**MEMORANDUM**

To: Robert Wittmann, Health Dept. Director

From: Jeanie Garcia, Billing Department

Date: 3-Jul-18

Re: Bad Debt Write -Off (Accounts with no activity for a period of one year with a balance of \$50.00 or less)

Below is a listing of programs with no activity from July 1, 2017 thru June 30, 2018.

<u>Total Amount Per Program</u>	<u>Write - Off</u>
1) Adult Health	\$ 44.00
2) Child Health	\$ -
3) Family Planning	\$ 568.13
4) Immunization	\$ -
5) Maternity	\$ 56.29
6) Other Services	\$ 105.40
7) TB	\$ 16.00
<b>Grand Total =</b>	<b>\$ 789.82</b>

Total amount requested to be written off as Bad Debt for the Moore County Health Department July 1, 2017 thru June 30, 2018 is \$789.82. Bad Dept in excess of \$50.00 is submitted quarterly to the state for the Debt Set-Off Program.

**Resolution Approving Moore County Health Department's  
Bad Debt Write-Off for July 1, 2017 – June 30, 2018**

WHEREAS, the Moore County Health Department operates under an approved Fee for Services Policy; and

WHEREAS, payment for services is due and expected at the time services are rendered; and

WHEREAS, some patients are unable to pay in full such that a payment schedule is agreed upon and adopted between the patient and the Health Department; and

WHEREAS, pursuant to the Health Department Fee for Services Policy which provides an account is deemed uncollectible when there has been no activity on the account for more than twelve (12) months; and

WHEREAS, the Fee for Services Policy further provides that an itemized list of such uncollectible outstanding balances shall be created at the end of the fiscal year for the Health Director's review; and

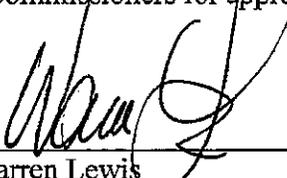
WHEREAS, the Fee for Services Policy further provides that all outstanding balances of less than fifty dollars (\$50.00) may be written off with the approval of the Health Director, Board of Health, and County Commissioners; and

WHEREAS, the total of Bad Debt Write-Off for July 1, 2017 – June 30, 2018 totals seven hundred eighty nine dollars and eighty two cents (\$789.82);

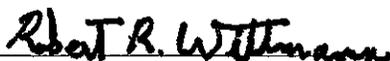
**NOW THEREFORE, BE IT RESOLVED;**

That the Moore County Board of Health approves the Moore County Health Department's Bad Debt Write-Off for July 1, 2017 – June 30, 2018 in the amount of \$789.82 as presented and recommends it to the Moore County Board of Commissioners for approval.

Adopted this 10<sup>th</sup> day of July, 2018.

  
\_\_\_\_\_  
Warren Lewis  
Vice-chair, Moore County Board of Health

ATTEST:

  
Robert R. Wittmann, MPH  
Secretary to the Board

**Agenda Item:** V.F.  
**Meeting Date:** 7 August 18

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Moore County Health Department

**DATE:** 24 July 2018

**SUBJECT:** Moore County Health Department's Wolfe's Mini Grant Application for Child Health and Infant Mortality

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

**REQUEST:** The Moore County Board of Commissioners approves and authorizes the Moore County Health Department to apply for a grant of up to \$8,000 for a Mini Grant to address Infant Mortality through an Infant Safe Sleep Initiative that will specifically address the issues of Sudden Infant Death Syndrome and co-sleeping.

**BACKGROUND:** There is an identified need to prevent Infant deaths as identified by the Moore County Child Fatality Prevention Task Force and the Moore County Board of Health. The attached Moore County Grant Application form for \$8,000 requires Board of Commissioners approval prior to the Health Department submission of the application to the granting authority. The attached grant application has been reviewed and approved by the Moore County Attorney's Office and by Moore County Finance. If the Health Department receives funding through this grant application the Health Department will be required to request approval by the Moore County Commissioners to accept any grant funds and to approve a corresponding budget amendment.

**IMPLEMENTATION PLAN:** Upon approval by the Moore County Board of Commissioners, the Health Department will work with appropriate Moore County staff to take the necessary steps to assure submittal of a grant application to the granting authority.

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

**RECOMMENDATION SUMMARY:** Make a motion to approve and authorize the Moore County Health Department to apply for a grant of up to \$8,000 for an Infant Safe Sleep Initiative that will address the issues of Sudden Infant Death Syndrome and co-sleeping.

**SUPPORTING ATTACHMENTS:** the Moore County Grant Application, and the Child Fatality Prevention Task Force and the Moore County Board of Health actions of support for an Infant Safe Sleep Initiative.

# Wolfe Mini Grant Application

## Dr. Ann F. Wolfe Endowment

Dear Local Health Department,

The NC Public Health Association is pleased to announce the annual Wolfe Mini Grants for Child Health and Infant Mortality. **Four grants of \$8,000 each will be awarded this year.**

### STRATEGIES FOR SUCCESSFUL REQUEST

1. Type the proposals.
2. Answer all the questions completely in the space provided.
3. Submit the original and 4 copies to Kim Dittmann at the address below.
4. Obtain proper signature on the proposal.
5. Submit your proposal by deadline listed on the NCPHA website.

### CRITERIA

- Must be a Local Health Department in North Carolina as the primary applicant.
- Project year begins November 1 and is for up to 18 months
- Application is limited to the pages provided. Supporting documentation and letters of support are not necessary and additional materials will not be considered.
- Grant funds cannot supplant local contributions.
- The data statement on the cover page must be completed.
- Type proposal using a minimum 10 font.
- Do not extend proposal components beyond the space provided.

### DEADLINE

The proposals **MUST** be **RECEIVED** by deadline date.

Proposals will be accepted by mail only.

Proposals (original plus 4 copies) should be mailed to:

North Carolina Public Health Association  
Ann Wolfe Review Committee  
222 N. Person Street, Suite 208  
Raleigh, NC 27601  
(919) 828-6205

# Wolfe Mini Grant Application

## Grant Application Cover Sheet

Date of application: 7/6/2018

### Organization Information

<i>Name of organization</i>			
Moore County Health Department			
<i>Address</i>	<i>City, State, Zip</i>	<i>Employer Identification Number (EIN)</i>	
PO Box 279	Carthage, NC 28327	56-6000322	
<i>Phone</i>	<i>Fax</i>		
910-947-3300	910-947-1663		
<i>Name of Director</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
Robert Wittmann	Health Director	910-947-4500	rwittmann@moorecountync.gov
<i>Name of contact person regarding this application</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
Matt Garner	Health Educator	9109474512	mgarner@moorecountync.gov

### Proposal Information

The Moore County Health Department is requesting funding in the amount of \$8,000 in order to distribute printed "onesies" to parents of children born in Moore County over the period of December 1, 2018 through October 31, 2019 through the Moore Regional Hospital's Labor & Delivery Division. The onesie is a garment designed to be worn by infants much like a T-shirt; they are distinguished from T-shirts by an extension below the waist, with snaps or Velcro that allow it to be closed over the crotch. Each onesie would have screen printing on the front and back (in English or Spanish, as appropriate). The front of each onesie would read, "ABC's for Sleep: Alone, On Back, in Crib". The back of each onesie would read, "Turn Me Over". The onesies would provide a constant reminder to parents regarding safe infant sleeping practices and thus bring about a reduction in infant mortality in Moore County, particularly sleep related and sudden infant death syndrome (SIDS) deaths.

Data Statement – What is the Infant Mortality Rate for your county? (per 1,000 live births, 2016)

Total	6.2	White	4.8	Non-White	13.7 (African Am.) 9.2 (Hispanic)
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Project dates: November 1, 2018 – October 31, 2019

# Wolfe Mini Grant Application

## Budget

Dollar amount requested:

\$8,000

## Authorization

Name of Health Director:

Robert Wittmann

Signature \_\_\_\_\_

## TARGET POPULATION

Identify who will benefit from the proposal.

Newborn infants age 0-3 months born in Moore County, NC.

## PROBLEM STATEMENT

Describe the need to be addressed.

In North Carolina in 2016, 22 infant deaths were attributed to accidental suffocation/strangulation in bed and 13 infant deaths were attributed to sudden infant death syndrome. While sleep-related deaths due to Sudden Infant Death Syndrome (SIDS) have decreased greatly over the years, deaths from other sleep-related causes have increased. Some of these deaths could have been prevented by employing safe sleep practices. It is known that some risk factors can make a baby more vulnerable to SIDS. Some of these risk factors include brain abnormalities (which may impact a baby's ability to control breathing, heart rate, waking, etc.), being born premature or low birthweight, having a respiratory infection, stomach or side sleeping, sleeping on a soft surface or co-sleeping with an adult or other child. Prevention practices such as discouraging co-sleeping, sleeping in a safe crib, and placing an infant on his/her back to sleep can help lower the risk of infant death due to suffocation, strangulation, and SIDS.

# Wolfe Mini Grant Application

## GOAL & OBJECTIVES

List the project goal and objectives. Have the objectives be realistic and measurable.

*Example - "By June 30, 2011, 50% of all women seen at the XYZ Health Department will receive their first prenatal visit in the first trimester."*

By October 31, 2019, every child born at Moore Regional Hospital in Moore County, NC over the period of December 1, 2018 to October 31, 2019 will receive an "ABCs for Sleep" onesie.

By April, 2020, reduce Moore County's infant death rate to 5.0 per 1,000 live births.

## PLAN OF WORK

Describe how the objectives will be met. List the responsible individuals. Define a project timeline.

November 2018 – Moore County Health Department in collaboration with the Moore County Child Fatality Prevention Task Force will purchase approximately 1,882 "ABCs for Sleep" onesies at a cost of \$7,998.50. The onesies will be delivered to Moore Regional Hospital's Labor and Delivery Department for distribution.

December, 2018 thru October, 2019 – Moore Regional Hospital's Labor and Delivery Division will distribute to each live birthed infant's family an "ABCs for Sleep" onesie upon hospital discharge beginning December 1, 2018 through October 31, 2019. Distribution estimates are based on the previous year period's (December 2016-October 2017) average number of births per month in Moore County, which was 157.

December, 2018 thru October 2019 – The following partner agencies/organizations will promote, offer education, and raise awareness regarding the "ABCs for Sleep" onesie program and safe sleep practices:

- Moore County Health Department's Pregnancy Care Management Program
- Moore County Health Department's Maternal Health Program
- Moore County Child Fatality Prevention Task Force
- MooreHealth, Inc.
- FirstHealth of the Carolinas, Moore Regional Hospital
- FirstHealth of the Carolinas, Community Health Division
- Sandhills Pediatrics
- Premier Pediatrics

# Wolfe Mini Grant Application

## Plan of Work - Continuation

November 2019 – MooreHealth Inc. in collaboration with the Moore County Health Department and Moore County Child Fatality Prevention Task Force will seek additional funding to continue the “ABCs for Sleep” onesie program through 2020 and beyond.

April 2020 – Moore County Health Department in collaboration with the Moore County Child Prevention Task Force will evaluate infant death data from the project period.

## EVALUATION

Describe the process to evaluate how successful the project met its objectives.

Success measures will include full distribution of the “ABCs for Sleep” onesies by October 31, 2019 and a subsequent decrease in Moore County’s infant mortality rate to 5.0 per 1,000 live births by April 2020.

Distribution data will be provided by Moore Regional Hospital’s Labor and Delivery Department to the Moore County Health Department and Moore County Child Fatality Prevention Task Force. The Moore County Child Fatality Prevention Task Force will monitor/track distribution.

Infant mortality rate changes will be evaluated utilizing North Carolina State Center for Health Statistic’s annual child death data report with baseline data being 6.2 infant deaths per 1,000 live births in Moore County for 2016.



**Child Fatality Prevention Team Meeting  
June 01, 2018**

The meeting was called to order by William Stewart, MD, Chairman at 12:30 p.m. Dr. Stewart asked if there were any additions or corrections to the minutes from the March 02, 2018 meeting and the minutes from the December 01, 2017 meeting. There being none, he asked for a motion. Robert Wittmann made a motion to approve the minutes and was seconded by Matthew Garner. The minutes were approved as written.

The attending members for this meeting were:

William Stewart, MD, chairman  
Robert Wittmann, MPH, Health Director  
Max Muse, Medical Examiner  
Linda Evans, Moore County Elementary School  
Joy Stephens, Pinecrest High School  
Charell Smith, DSS  
Mary Spell – Sandhills Mental Health  
Matthew Garner, Health Education  
Jeanie Garcia, Moore County Health Department

The following cases were reviewed:

- 1 - Ryland Gage Bibey (Sudden Infant Death Syndrome) - No system problem identified**
- 2 - Andrew Franklin Fields (Extreme Prematurity) – No system problem identified**
- 3 - Carl Jamison, Jr. (Intentional Self-Harm by Hanging) – No system problem identified**
- 4 – Kianna Marie Mitchell (Birth Asphyxia) – No system problem identified**
- 5 – A’Doreean Angel Monroe (Extreme Immaturity) – No system problem identified**

Comments:

Dr. Stewart – Rylan Bibey was seen in the office for congestion. Mom had good prenatal care. Nothing found in investigation.

Dr. Stewart – Andrew Franklin Fields – Mother had good prenatal care. Mother had no amniotic fluid in sack.

Dr. Stewart – Carl Jamison – He had a history of depression, had been seen in office but not since he was 11 or 12 years old. This was in reference to behavioral problems.

Charell Smith – He never presented with suicidal problems. He wanted to be with Mom and she had other children. He only acted out when he wanted Mom with him. Mom made empty promises to him. DSS has not been involved since he was 12–13 years old.

Discussion:

Robert Wittmann – Discussed the “Newborn Infant Safe Sleep Initiative”. He showed the group a picture of an infant’s tee shirt that says “Back to Sleep” to encourage new mothers to put infants on their back when putting them in the crib to sleep. It is recommended to put infants to sleep like this in order to possibly prevent crib deaths. Mr. Wittmann would like to give all new mothers a tee shirt. Dr. Stewart took one of the papers to research back to his office to try to find some funding for the project. Mr. Wittmann stated the cost of the tee

shirts is quantity of 500 at \$4.25 ea. Mr. Wittmann asked for a motion to approve. The motion was made by Matthew Garner and approved by the whole group.

Joy Stephens – Students have a good relationship with RO's. One of them walks the halls all day long. Students trust them. Officers are good at de-escalation. If a student won't come out to talk to them, they remove the classroom students and go in to talk to student.

Dr. Stewart – The effects of trauma stay with us. Next time a child acts up, don't yell, sit beside him until he calms down. Then try to find out what is wrong.

Dr. Stewart – Need to inform schools on how to respond to students.

Linda Evans –They are trying to get two people from Mental Health to train teachers on how to respond to students.

Dr. Stewart – Need to use mindful techniques. Training for community care nurses on how to respond.

There being no further business, Dr. Stewart asked for adjournment. The motion was made to adjourn by Robert Wittmann and seconded by the group. The meeting was adjourned at 1:30 p.m.

Respectfully submitted:  
Carolyn Steed, CFPT Coordinator

**RESOLUTION OF  
MOORE COUNTY BOARD OF HEALTH**

On motion duly made and seconded, the members of the Moore County Board of Health resolve as follows:

WHEREAS, the responsibility of the Moore County Board of Health is "to protect and promote the public health"; and

WHEREAS, the development and support of policy is essential in the protection and promotion of health; and

WHEREAS, pursuant to North Carolina General Statute Chapter 130A-35 (a), "A county board of health shall be the policy-making, rule-making and adjudicatory body for a county health department"; and

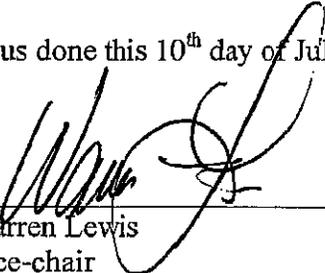
WHEREAS, the Board encourages the Health Department to coordinate resources with community partners to enhance partnerships and to collaborate in achieving public health objectives; and

WHEREAS, in the most recent twelve month period the Moore County Local Child Fatality Prevention Team had reviewed three infant deaths related to either Sudden Infant Death Syndrome or co-sleeping; and

WHEREAS, the Moore County Local Child Fatality Prevention Team, at their June 1, 2018 meeting, had voted to support the Health Director's proposal of a newborn infant safe sleep initiative; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Health directs and supports Health Department staff, to work with and through community partners, to develop a sustainable newborn infant safe sleep initiative that will address the issues of Sudden Infant Death Syndrome and co-sleeping.

Thus done this 10<sup>th</sup> day of July 2018.

  
\_\_\_\_\_  
Warren Lewis  
Vice-chair

**SECRETARY'S CERTIFICATE**

THIS IS TO CERTIFY THAT the foregoing resolution was duly approved and adopted by a quorum of members of the Moore County Board of Health at its meeting held on July 10, 2018.

  
Robert R. Wittmann, M.P.H.  
Secretary to the Board

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** July 31, 2018

**SUBJECT:** Bed & Breakfast - Board Order Approval

**PRESENTER:** Debra Ensminger

**REQUEST**

The Board of Commissioners approval of the 4-unit Bed & Breakfast Board Order of the Conditional Use Permit for the use of a bed & breakfast approved by the Board of Commissioners during their regularly scheduled meeting on July 17, 2018.

**BACKGROUND**

The Board of Commissioners held the public hearing of a Conditional Use Permit request for the use of a bed & breakfast by Lynn Gallup on approximately 28.38 acres.

The Board of Commissioners unanimously (5-0) approved the Conditional Use Permit for the use of a bed & breakfast.

**IMPLEMENTATION PLAN**

Upon approval the Conditional Use Permit will be issued.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County's FY 2018-2019 budget.

**RECOMMENDATION SUMMARY**

Make a motion to approve the Bed & Breakfast Board Order as presented and allow the Chairman to sign.

**ATTACHMENTS**

Board Order



CONCLUSIONS OF LAW

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

1. The use will not materially endanger the public health or safety;
  - Bed & Breakfasts have a low impact on adjacent land uses and therefore do not pose danger to life or property.
2. The use meets all required conditions and specifications;
  - Specifically, the proposed use meets Unified Development Ordinance specific use regulations per Section 8.32
3. The use will not substantially injure the value of adjoining property unless the use is a public necessity;
  - The Bed & Breakfast is located within a single family dwelling unit and will have a maximum of 4 units. Due to the similarities of structures and low land use impact in the area the possibility of injuring property values is not a concern.
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood; and
5. The use will be in general conformity with the approved Moore County Land Use Plan.
  - The proposed use is reflected in the goals of the Moore County Land Use Plan adopted in November 2013. Specifically, Recommendation 1.7: Support and promote local businesses. Action 1.7.2: Support emerging markets that utilize local agricultural and manufactured products, and enhance tourism and the service sectors. Action 1.7.3: Ensure land use policies allow a wide variety of home occupations. Action 1.7.4: Implement land use policies that allow for “commercial and light industrial home occupations” with some reasonable conditions endorsed by the community.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Conditional Use Permit request of Lynn Gallup is hereby GRANTED for the reasons stated above. The Conditional Use Permit shall expire two (2) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by first-class mail to the applicants Lynn Gallup and shall be served by first-class mail requested upon any person specifically requesting service of the same.

So ORDERED this the 7<sup>th</sup> day of August, 2018.

Attest: \_\_\_\_\_  
Laura Williams, Clerk to the Board

\_\_\_\_\_  
Catherine Graham, Chair  
Moore County Board of Commissioners

VII.A.

Agenda Item:

Meeting Date: July 17, 2018

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

**FROM: Captain William Flint**

**DATE: July 17, 2018**

**SUBJECT: Contract for Roadside Litter/Debris Removal**

**REQUEST:**

We are requesting that the Board of Commissioners approve a contract with the Department of Transportation [DOT] for Roadside Litter/Debris Removal.

**BACKGROUND:**

The Moore County Detention Center has operated an inmate Road crew for years. The Road crew has assisted in the maintenance of facility grounds and picked up litter on Moore County's roadsides. Since the abolishment of the States Inmate Road Crews, the Department of Transportation has contracted out litter/debris removal. This contract with Moore County would be the first agreement with DOT and a county Detention Center.

**FINANCIAL IMPACT:**

The County would receive reimbursement from the Department of Transportation for cleaning the County's roadsides at a rate not to exceed \$70 per road mile with an estimated milage of 60 miles per month for a total of 720 miles per year, estimated at \$50,000.

**IMPLEMENTATION PLAN:**

If approved, the Moore County Detention Center Road crew will start cleaning secondary roads assigned by DOT.

**RECOMMENDATION SUMMARY:**

Please make a motion to approve this agreement with the Department of Transportation.

**ATTACHMENTS:**

1. Copy of contract

NORTH CAROLINA  
MOORE COUNTY

**ROADSIDE LITTER/DEBRIS REMOVAL AGREEMENT**

DATE: 6/14/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Element: 36249.3907

MOORE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Moore County Sheriff's Department, hereinafter referred to as the "Sheriff's Office."

WITNESSETH:

WHEREAS, the Department and the Sheriff's Office have agreed that the Sheriff's Office will perform roadside litter/debris removal within the State Maintained Highway System Right of Way in Moore County; and

The parties have agreed that the Department will reimburse the Sheriff's Office subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Sheriff's Office as the result of the Project described herein, it is agreed as follows:

1. The Project consists of litter/debris removal on undivided primary and secondary roads in Moore County by the Moore County Sheriff's Office.
2. The Sheriff's Office, and or its contractor, shall provide the personnel, equipment, labor, materials (including trash bags), and traffic control devices for the litter/debris removal under the general administrative control of the Department's Division 8 Engineer, in accordance with NCDOT standards, the provisions of this Agreement and the details in two attached Exhibits: Exhibit A, Special Provisions, and Exhibit B, Work Zone Traffic Control Guidance.
3. The amount of allocated funds to be made available to the Sheriff's Office for the litter/debris removal shall not exceed the estimated cost of the work as if it were performed by the Department.

4. The Department shall reimburse the Sheriff's Office for the actual cost of the litter/debris removal not to exceed \$70 per road mile. The Sheriff's Office shall submit an itemized invoice monthly to the Department and reimbursement shall be made upon approval of said invoice by the Division and Fiscal Management. The Department estimates 60 road miles per month, for a total of 720 road miles per year to be cleared of litter/debris. Any additional cost beyond the approved cost will be the responsibility of the Sheriff's Office unless approved by the Division Engineer.
5. Upon written mutual consent, this Agreement may be renewed annually subject to the provisions herein. If the Sheriff's Office desires to continue to provide the services described in this Agreement and the attached Exhibits, any amendments to routes, standards, and reimbursable costs, etc., shall be approved in writing by the Department and Fiscal Management. A Supplemental Agreement is not needed.
6. The Department, at its option, may elect to increase or decrease the reimbursement rates in consideration of inflation rates, cost increases and decreases, etc., subject to the availability of departmental funding, fiscal constraints, and the performance of the Sheriff's Office.
7. The Agreement shall continue thereafter with automatic renewal extension subject to the following termination conditions:
  - A. At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party.
  - B. Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
8. The Sheriff's Office shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.
9. The Sheriff's Office, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Sheriff's Office, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the fiscal year during which the services were performed.
10. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Sheriff's Office certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

11. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by G.S 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
12. This Agreement is solely for the benefit of the Department and the Sheriff's Office and is not for the benefit of any other persons or any entities, and no other persons or entities shall have any rights, claims, or entitlements under this Agreement.
13. The Department must approve any assignment or transfer of the responsibilities of the Sheriff's Office set forth in this Agreement to other parties or entities in writing.
14. The Sheriff's Office agrees to indemnify and save harmless, the Department for all damages and claims for damage that may arise as result of performance of maintenance operations by its employees, agents, inmates, and/or contractors.
15. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Sheriff's Office by authority duly given.

ATTEST:

MOORE COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

\_\_\_\_\_

(SEAL)

Remittance Address:

Moore County Sheriff's Office

PO Box 40

Carthage, NC 28327

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

## **EXHIBIT A - SPECIAL PROVISIONS**

### **LITTER/DEBRIS REMOVAL**

An abundance of non-organic trash in a multitude of forms is deposited daily along the roadsides of the designated highways. These conditions detract from the visual quality and/or safety of the roadside landscape.

This agreement is for litter/debris removal on undivided primary and secondary roads within the State Maintained Highway System Right of Way in Division 8 – Moore County. The routine work in this agreement includes monthly cleanups on all routes identified by the Engineer at time of litter/debris pickup.

Traffic control is necessary to provide a safe work area. The work shall include the furnishing of all equipment, tools, materials, transportation and labor necessary for the successful completion of the work.

No separate payment will be made for providing, installing, and maintaining traffic control devices, etc., or for any other cost associated with maintaining the control of traffic. Traffic control will be considered incidental to the litter/debris removal.

The designated area for routine litter/debris removal is the entire corridor, from right of way width to edge of pavement. This includes the mowing areas as well as non-mowing areas.

The Moore County Sheriff's Office should be prepared for removing litter/debris in roadside conditions including but not limited to wet areas, standing water, high grass, and slopes. They will not be responsible for removing litter/debris in wooded areas or back slopes unless litter is visible from the roadway.

The operation of litter/debris pickup shall be on foot only. Vehicles as specified herein may be used for bag pickup.

One (1) litter/debris pickup area must be complete prior to moving to the next (not to exceed 5 miles).

Adequate personnel and materials (litterbags) shall be provided to remove litter/debris on all areas of the right-of-way or controlled access.

The operation shall include the pickup, removal and recycling of litter/debris and the disposal of same into state approved landfills and single-stream recycling facilities. Litter/debris items may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way.

The Moore County Sheriff's Office shall be responsible for locating and utilizing approved local landfills and recycling facilities so as not to impede the progress of the cleanup operation.

All collected litter/debris shall be containerized immediately and kept off of the traveled portions of the roadway, shoulders, and right-of-ways (including paved shoulders) during that day's collection

process. All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Uncollected storage or stockpiling of litter/debris (piles of litterbags, tires, tire debris, etc.) will not be permitted. **At no time shall bags or collected litter/debris be allowed to remain on the right of way beyond the end of the work day.**

All cost involved with the disposal of the litter/debris shall be included in the unit price for "Litter/Debris Removal". Vehicles for litter/debris removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.

The Moore County Sheriff's Office shall pickup and dispose of any litter/debris, not required to be recycled, in a landfill approved by North Carolina Division of Waste Management. Litter/debris may consist of any item not considered normal to the right-of-way. The Contractor will not be allowed to use NCDOT accounts at the landfills nor be allowed to dispose of the litter/debris in NCDOT trash containers on any NCDOT property.

The Moore County Sheriff's Office shall report the amount of bags of litter/debris on the NCDOT Litter Management Website: <https://apps.ncdot.gov/LM>. Reporting is required for all pickups on the date of the pickup.

**This agreement shall be immediately terminated if the Moore County Sheriff's Office or its representative is found guilty of illegal dumping. Work will be suspended if they are charged with illegal dumping.**

**The Engineer reserves the right to schedule litter/debris removal operations so as not to conflict with mowing and/or vegetation management operations. Any bags, litter, or debris that are not removed before mowing and are shredded by the mowers must still be removed.**

#### **HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL**

Personnel shall not be responsible for removing hazardous materials from the right-of-ways, but shall notify an NCDOT representative as soon as possible.

When operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

Personnel will not be responsible for the clean-up and removal of dead animals. If this situation is encountered, the Engineer shall be contacted as directed.

#### **MOBILIZATION**

The NCDOT will notify the Moore County Sheriff's Office with a monthly list of roads on the state highway system where litter collection and removal is required. Notification will be made by email. At the time of notification the Engineer shall inform the Moore County Sheriff's Office of the facility type so that they can plan their operations and work zone traffic control. It is the intent of this agreement for the list of roads to be completed on a monthly basis and not exceed the monthly mileage restrictions unless agreed upon by the Engineer. **The Moore County Sheriff's Office shall notify the NCDOT by email when litter collection and trash bag removal is completed.** All work shall be subject to inspection by the Engineer at any time.

Note: It is the responsibility of the Moore County Sheriff's Office to check and read emails.

### **SAFETY**

**The Moore County Sheriff's Office performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor. At no time during the agreement is the Moore County Sheriff's Office to be without a NCDOT Certified Work Zone Supervisor. The NCDOT Certified Work Zone Supervisor must be on site during any traffic control activities that take place within the travel lane or otherwise alter the flow of traffic.**

All stages of the litter/debris removal operation shall be accomplished in accordance with the "Work Zone Traffic Control Guidance for Litter/Debris Removal" in Exhibit B. The NCDOT Certified Work Zone Supervisor shall submit traffic control plans for the approval of the Engineer, who may adjust or require additional control measures if warranted.

All personnel may wear steel toed work boots that meet ASTM F2412.05 and must wear long pants. The Moore County Sheriff's Office will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Moore County Sheriff's Office shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the North Carolina Department of Transportation (NCDOT).

In case of failure on the part of the Moore County Sheriff's Office to restore such property or make good such damage or injury NCDOT may at the Moore County Sheriff's Office expense repair, rebuild, or otherwise restore such property in such manner, as the Engineer may consider necessary.

Operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

### **EQUIPMENT REQUIREMENTS**

The Moore County Sheriff's Office shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the litter/debris removal work. All vehicles used by the Moore County Sheriff's Office must be performance worthy by visual and operational inspection. Each piece of equipment shall display the company name and telephone number. Side by side utility vehicles with beds capable of carrying litter bags with specified warning lights may be allowed for bag pickup only. Four wheeler vehicles will not be allowed.

All vehicles, including trailers, used in the removal operation should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1. Trailers shall have rear mounted strobe lights, mounted as high as possible to enhance visibility.

The Moore County Sheriff's Office shall furnish, mount, and maintain a W10-11 or W10-11A "DEBRIS PICK UP FREQUENT STOPS" sign on the rear of each vehicle or trailer such that they can be easily read by motorists approaching from the rear. Details of the sign is included in the

“Work Zone Traffic Control Guidance for Litter/Debris Removal” shown in Exhibit B. The sign must not obstruct any safety lighting or the operator’s view.

**The safety of the public and the convenience of traffic shall be regarded as prime importance. The equipment shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Crossing lanes of traffic and erratic driving will be strictly prohibited.**

Signs, lights, safety, and other traffic control items are not a pay item, but are considered incidental to other contract items and the Moore County Sheriff’s Office is expected to provide these items.

### **DELETION OF SECTIONS**

In the event that a road rehabilitation or improvement project is under construction or will be under construction where litter/debris removal and recycling is scheduled, that section of road may be deleted from the appropriate list at the direction of the Department. The section may be re-inserted in the list following completion of the road rehabilitation or improving project.

### **PAY ITEMS**

This contract will consist of the following two (2) pay items:

**NOTE: Miles shown in the provided spreadsheets are based on centerline length of the corridor.**

1. **Routine Litter/Debris Removal on Primary Undivided Highways per Mile:** This item will account for the cycles of litter/debris removal on undivided highways.
2. **Routine Litter/Debris Removal on Secondary Undivided Highways per Mile:** This item will account for the cycles of litter/debris removal on undivided highways.

### **QUALITY, INSPECTION AND BASIS OF ACCEPTANCE**

It is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. Completed work shall be clean and free of all accumulated litter/debris immediately after litter/debris removal. All work shall be subject to inspection by the Engineer at any time. The Engineer or a designated representative will make periodic next day inspections of the completed work. **It will be the responsibility of the Moore County Sheriff’s Office to keep the Engineer informed of his/her proposed work plan by submitting weekly reports of work accomplished and of planned work for the upcoming week. NCDOT shall be notified by email when litter collection and trash bag removal is completed.**

The Department of Transportation will verify completion of the work on a monthly basis before payment of invoice.

### **METHOD OF MEASUREMENT**

The quantity of Routine Litter/Debris Removal on Primary Undivided Highways per Mile will be based on the corridor miles completed. Normally, one map mile of undivided highways shall equal one (1) mile. **Quantities will be measured to the nearest (0.1) tenth of a mile measured along the centerline of the roadway.**

The quantity of Routine Litter/Debris Removal on Secondary Undivided Highways per Mile will be based on the corridor miles completed.

Normally, one map mile of undivided highways shall equal one (1) mile. **Quantities will be measured to the nearest (0.1) tenth of a mile measured along the centerline of the roadway.**

Highway mileage will be determined from NCDOT county maintenance maps. In the case of dispute or obvious error, the mileage shall be measured by a representative of the North Carolina Department of Transportation and the Contractor.

**BASIS OF PAYMENT**

The quantity of Routine Litter/Debris Removal on Primary Undivided Highways, measured as provided above, will be paid for at the Mile price for "Routine Litter/Debris Removal on Undivided Highways".

The quantity of Routine Litter/Debris Removal on Secondary Undivided Highways, measured as provided above, will be paid for at the Mile price for "Routine Litter/Debris Removal on Undivided Highways".

Prices and payments will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools, and dumping fees, necessary for the prosecution and completion of the work. Payments will be made to the Contractor for work accomplished and accepted.

Payment for these items will be made for as follows:

Routine Litter/Debris Removal on Primary Undivided Highways..... **MI**

Routine Litter/Debris Removal on Secondary Undivided Highways.... **MI**

**EROSION CONTROL**

The Moore County Sheriff's Office shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation.

**WORK ZONE SIGNING**

(10-21-08)

RWZ-3

**Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

The Contractor shall be responsible for all signs and signing.



**WORK ZONE TRAFFIC CONTROL GUIDANCE FOR LITTER/DEBRIS REMOVAL**

**The Contractor performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor.**

**General:**

- Workers that are involved in litter/debris removal operations shall comply with the following:
  - Wear NCDOT approved safety vests for day time operations
- Litter/debris removal operations shall be confined within a maximum 5 mile stretch of roadway in a work period
- Conduct litter/debris removal operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02. Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.
- Use the following drawings to retrieve bagged litter/debris and any other materials after being collected by the workers.
- For operations where workers and equipment are confined to the shoulders, comply with the followings:

**On Multilane Divided Facilities**

- A Truck Mounted Attenuator (TMA) shall be used to protect each group of workers removing litter/debris if the shoulder is wide enough to fit a TMA.
- If a TMA is not used, a shoulder closure shall be installed
- A shoulder closure shall be installed in locations where the shoulder is too narrow to accommodate a TMA without encroaching into the traffic lane
- A shoulder closure or a TMA shall be used on the median side of the opposite direction if the following condition exists:
  - Where workers and/or equipment are within 15' from the adjacent travel lane in the opposite direction and are not protected from traffic in the opposite direction by any type of positive median protection such as concrete barrier, guardrail, or guiderail.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

**Two-Lane, Two-Way Facilities over 4000 ADT**

- A shoulder closure shall be installed if workers are to be present more than one hour at any location.
- If workers are to be present less than one hour, use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD".
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

**Two-Lane, Two-Way Facilities 4000 ADT or lower**

- Use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD". The sign should be located 500 feet ahead of the area where workers and or equipment will be present during the operation.

**PLEASE NOTE THE FOLLOWING EXCEPTIONS:**

The moving caravan operation will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

The truck mounted attenuator (TMA) will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

If the vehicle the Contractor is using is wider than the width of the shoulder a moving caravan operation WILL be required if the Contractor elects to allow the vehicle to encroach into the travel.

The Contractor may elect to park the vehicle outside of these narrow areas and remove bags by hand in lieu of the moving caravan operation.

The truck mounted attenuator (TMA) will NOT be required to protect workers picking up litter/debris if the Contractor's operations are carried out in such a way that the workers are positioned individually along a roadway and not travelling in a concentrated group.

If a concentrated group of workers are gathered together in a formation to conduct clean up then they shall be protected by a TMA.

The shoulder closure will NOT be required unless equipment remains stationary for more than 5 minutes and/or a concentrated group of workers are within 15 feet of an open travel lane and the area is not protected by barrier or guardrail.

The lane closure will NOT be required unless equipment remains stationary for more than five minutes and/or a concentrated group of workers are within 10 feet of an open travel lane and the area is not protected by barrier or guardrail."

A concentrated group of workers is defined as three (3) or more workers within a 500' section and within fifteen (15) feet from a travel lane, measured along the edge of the roadway, of other workers.

**WORK ZONE SIGNING:**

All portable signs and stands must meet or exceed the requirements of the National Cooperative Highway Research Program Report 350 for Work Zone Category II Devices, and be listed on North Carolina's approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another.

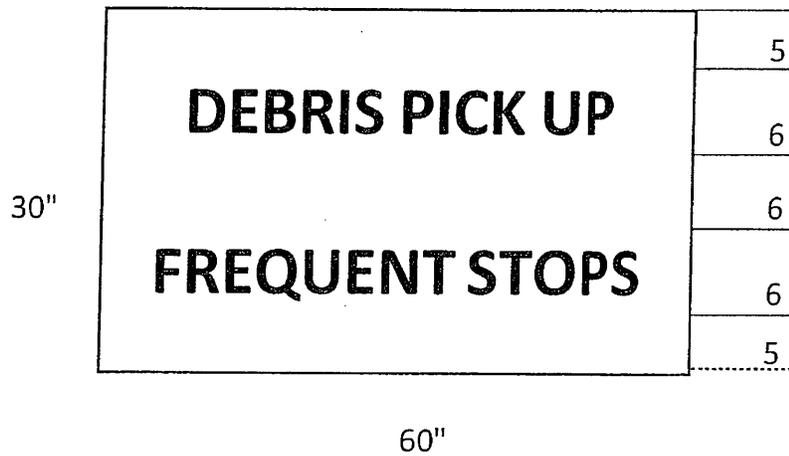
Refer to the following:

- SSRS 1089 for material specification
- SSRS 1110 for construction specification
- RSD 1110 for clearance specification

The W10-10A shall be used for high volume primary and secondary routes. Its dimensions are 48" X 48". It shall be mounted at a minimum height of five (5) feet above the elevation of the outermost edge of travel. The sign shall read "LITTER PICKUP AHEAD", and should be relocated accordingly during the prosecution of work. Additional signs may be required by the Engineer at interchanges.

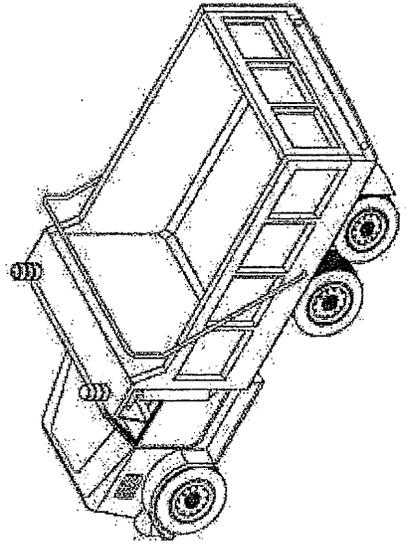
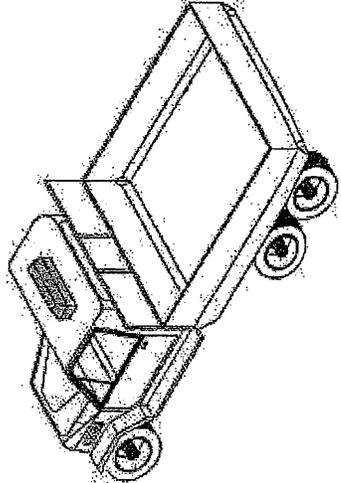
Sign Detail for Litter/Debris Removal Vehicle

**DETAIL OF SIGN TO BE MOUNTED  
ON BACK OF ALL VEHICLES USED FOR  
LITTER/DEBRIS REMOVAL**



Lettering - Black  
Background - Fluorescent Orange (Retroreflective)

Service Vehicles

STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	I-12 ENGLISH STANDARD DRAWING FOR WORK VEHICLE LIGHTING SYSTEMS AND TMA DELINEATION	ENGLISH STANDARD DRAWING FOR WORK VEHICLE LIGHTING SYSTEMS AND TMA DELINEATION	SHEET 1 OF 1 1165.01	
<p><b>LIGHT SYSTEM VARIATIONS</b></p> <p>1- THIS DRAWING SHOWS THE LIGHTING SYSTEMS FOR WORK VEHICLES WITH A LIGHT BAR MOUNTED ON THE ROOF. THE LIGHT BAR SHALL BE MOUNTED ON THE ROOF OF THE VEHICLE AND SHALL BE OPERATED BY THE OPERATOR OF THE VEHICLE.</p> <p>2- THE LIGHT BAR SHALL BE MOUNTED ON THE ROOF OF THE VEHICLE AND SHALL BE OPERATED BY THE OPERATOR OF THE VEHICLE.</p> <p>3- THE LIGHT BAR SHALL BE MOUNTED ON THE ROOF OF THE VEHICLE AND SHALL BE OPERATED BY THE OPERATOR OF THE VEHICLE.</p> <p>4- THE LIGHT BAR SHALL BE MOUNTED ON THE ROOF OF THE VEHICLE AND SHALL BE OPERATED BY THE OPERATOR OF THE VEHICLE.</p>	<p><b>TMA DELINEATION</b></p> <p>CONSTRUCTION OF TMA DELINEATION SHALL BE AS FOLLOWS:</p> <p>BLACK STRIPES SHALL BE 18" WIDE.</p> <p>REFLECTIVE STRIPES SHALL BE 18" WIDE.</p> <p>REFLECTIVE STRIPES SHALL BE APPLIED TO THE TOP SURFACE OF THE STRIPES.</p> <p>REFLECTIVE STRIPES SHALL BE APPLIED TO THE TOP SURFACE OF THE STRIPES.</p> <p>REFLECTIVE STRIPES SHALL BE APPLIED TO THE TOP SURFACE OF THE STRIPES.</p>	<p><b>DUMP BODY</b></p>  <p><b>NON-DUMP BODY</b></p> 	<p><b>GENERAL NOTES FOR TMA REQUIREMENTS</b></p> <p>1- WHEN TMA IS USED FOR SERVICE VEHICLES, CONTACT THE TMA MANUFACTURER FOR SPECIFIC TMA REQUIREMENTS.</p> <p>2- THE LIGHT BAR OR LIGHTS ON THE ROOF OF THE VEHICLE SHALL BE OPERATED BY THE OPERATOR OF THE VEHICLE.</p> <p>3- SEE THE DEPARTMENT'S APPROVED PRODUCT LIST AT <a href="http://dot.nc.gov/transportation/vehicles/vehicles.html">http://dot.nc.gov/transportation/vehicles/vehicles.html</a>.</p>	SHEET 1 OF 1 1165.01
STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.	I-12 ENGLISH STANDARD DRAWING FOR WORK VEHICLE LIGHTING SYSTEMS AND TMA DELINEATION		SHEET 1 OF 1 1165.01	

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Bryan Phillips

**DATE:** 20 July, 2018

**SUBJECT:** FY 2017 Homeland Security Grant Program

**REQUEST:**

Motion to award the bid (IFB#: 2018-04) to AMS Global Inc. of De Queen, Arkansas and approve for Moore County to enter into a purchase contract not to exceed \$64,202.00. Allow the Chairman to sign any and all necessary documents associated with this purchase upon approval by the County Attorney and Finance Director.

**BACKGROUND:**

Moore County Emergency Management applied for a grant in conjunction with the NCEM Domestic Planning Region #6 counties of Anson, Chatham, Scotland, Richmond, Lee, Johnston, Randolph, Montgomery, Harnett, and Wake. The grant is for \$65,000.00 and is to be used specifically for two (2) "Restroom / Shower Trailers".

This units would be field deployable and work directly in conjunction with the DPR #6 Interoperability Communications Trailer, DPR #6 VIPER Strategic Tactical Reserve Trailer, and the DPR #6 FORTS Trailer as a Command Center, Disaster Recovery Center, or for any other emergency services purpose. It would also be easily set-up for continuity of operations when a critical facility such as a 911 Center, EOC, alternate EOC or other government facility failed to perform as desired.

One (1) unit would be located in Moore County and the second unit would be strategically located in Lee County under a Memorandum of Understanding (MOU) in which they would be responsible for insurance and maintenance on the unit.

**IMPLEMENTATION PLAN:**

The Moore County Board of Commissioners approved the grant and a Memorandum of Understanding with the NC Department of Public Safety for \$65,000.00.

A Formal Bid was issued following the Moore County Finance Department policies to purchase the trailers. Three responsive bids were received and they all exceeded the budgeted grant amount.

Negotiations were done with the lowest responsive, responsible bidder to meet the cost within the budget.

**FINANCIAL IMPACT STATEMENT:**

The only financial impact for Moore County is the operational expense of maintaining the trailer.

**RECOMMENDATION SUMMARY:**

Motion to award the bid (IFB#: 2018-04) to AMS Global Inc. of De Queen, Arkansas and approve for Moore County to enter into a purchase contract not to exceed \$64,202.00. Allow the Chairman to sign any and all necessary documents associated with this purchase upon approval by the County Attorney and Finance Director.

**SUPPORTING ATTACHMENTS:**

Bid Tabulation  
Contract

**BID TABULATION**  
**INFORMAL BID 2018-04 - MOBILE RESTROOM/SOWER UNIT**  
**MAY 14, 2018**

ITEM	Ready 2Go Restroom Trailers LLC	Portable Restroom Trailers LLC	AMS Global Inc.
<b>Non-ADA Compliant Trailer</b>	\$39,389.00	\$23,060.00	\$19,900.00
Option for Changing Bench	\$452.00	n/a	n/a
Option for Integrated Waste Basket	\$198.00	included	included
Option for Shampoo and Soap Dispensers	\$88.00	included	included
Option for Shower Drain Valve with Quick Connect	included	included	included
<b>Shipping Cost</b>	\$1,754.00	\$1,780.00	\$1,154.00
<b>Tax</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL for Non-ADA Compliant Trailer</b>	<b>\$41,881.00</b>	<b>\$24,840.00</b>	<b>\$21,054.00</b>
<b>ADA Compliant Trailer</b>	\$64,054.00	\$56,770.00	\$48,954.00
Option for Changing Bench	\$452.00	included	included
Option for Integrated Waste Basket	\$198.00	included	\$500.00
Option for Shampoo and Soap Dispensers	\$88.00	included	included
Option for Shower Drain Valve with Quick Connect	included	included	included
<b>Shipping Cost</b>	\$1,754.00	\$1,780.00	\$1,787.00
<b>Tax</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL for ADA Compliant Trailer</b>	<b>\$66,546.00</b>	<b>\$58,550.00</b>	<b>\$51,241.00</b>
<b>GRAND TOTAL – (both trailers)</b>	<b>\$108,427.00</b>	<b>\$83,390.00</b>	<b>\$72,295.00</b>

COUNTY OF MOORE

This Contract is entered into the \_\_\_\_ day of July, 2018, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and A.M.S. Global, Inc. (the "Contractor").

**I. Services to be Provided and Agreed Charges**

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services detailed in Attachment 1 and graphically depicted in Attachment 2.

**2. Term of Contract**

The term of this Contract is from July 1, 2018 through February 28, 2020.

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

**3. Payment to Contractor**

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$64,202.00** as full compensation for the provision of services as provided herein, which is inclusive of all costs associated with the performance of this Contract, including, but not limited to, labor, materials, taxes, fees, permits, and freight. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

**4. Independent Contractor**

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

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

**5. Insurance**

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

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

General Liability	\$2,000,000.00
Auto Liability	\$2,000,000.00
Umbrella Coverage	\$5,000,000.00

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

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

#### **6. Indemnification**

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

#### **7. Health and Safety**

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

#### **8. E-Verify**

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

#### **9. Iran Divestment Act Certification**

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.

## **10. Non-Discrimination in Employment**

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

## **11. Governing Law**

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

## **12. Termination of Agreement**

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

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

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

## **13. Successors and Assigns**

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

## **14. Compliance with Laws**

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

## **15. Notices**

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

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY  
ATTN: BRYAN PHILLIPS, DIRECTOR  
P.O. BOX 905  
CARTHAGE, NC 28327

CONTRACTOR: A.M.S. GLOBAL, INC.  
ATTN: CLINT NELSON, VICE PRESIDENT  
107 MITCHELL LANE  
DE QUEEN, AR 71832

**16. Audit Rights**

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

**17. County Not Responsible for Expenses**

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

**18. Equipment**

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

**19. Priority of Documents**

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

**20. Severability**

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

**21. Non-Waiver**

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

**22. Entire Agreement**

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

**23. Amendment**

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

**24. Drafted by Both Parties**

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

**25. Headings**

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

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

**COUNTY OF MOORE**

**CONTRACTOR**

\_\_\_\_\_  
Catherine Graham, Chair  
Moore County Board of Commissioners

\_\_\_\_\_  
Clint Nelson, Vice President  
A.M.S. Global, Inc.

**ATTEST:**

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

**PREAUDIT CERTIFICATE**

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

\_\_\_\_\_  
Finance Officer or Deputy Finance Officer

## SCOPE OF SERVICES

### THE CONTRACTOR SHALL PROVIDE ALL OF THE FOLLOWING:

- A. The Contractor shall do all of the following:
- 1) Construct two mobile restroom and shower trailer units (as described more fully below); and
  - 2) Deliver both units to a location within the County unless the County chooses to pick up, either or both of, the units from a different location.
- B. Specifications for Trailer #1
- 1) The trailer shall include one (1) ADA-compliant stall with a toilet, shower, and sink and one (1) non-ADA-compliant stall with a toilet, shower, and sink.
  - 2) The trailer shall utilize liquefied propane (LP) gas.
  - 3) The trailer shall satisfy all of the general requirements set forth below.
  - 4) The Contractor's identifier for this unit is as follows: Omega Lite 12 ADA 2ST 1S.
- C. Specifications for Trailer #2
- 1) The trailer shall include two (2) non-ADA-compliant stalls with a toilet, shower, and sink in each stall.
  - 2) The trailer shall include the '3 seasons weather package.'
  - 3) The trailer shall satisfy all of the general requirements set forth below.
  - 4) The Contractor's identifier for this unit is as follows: Alpha II 3 Seasons package.
- D. Both trailers shall be equipped as described below and include all of the features and components listed.
- 1) Solid surface corner sinks;
  - 2) Self-closing faucets;
  - 3) Water conservation shower heads, sinks, and toilets;
  - 4) A climate appropriate HVAC unit with a thermostat (if the unit is mounted on the roof, then it must be a low profile unit);
  - 5) A GFCI receptacle in each stall;
  - 6) A smooth, durable, mar-resistant RFP white fiberglass interior;
  - 7) A one-piece ceiling with a built-in air supply and clean air return;
  - 8) One-piece non-skid flooring;
  - 9) Handrails;
  - 10) Soap, hand towel, and toilet paper holders;
  - 11) Shower curtains;
  - 12) Shatterproof mirrors;
  - 13) Automatic door closers;
  - 14) Occupancy lighting;
  - 15) A one-piece aluminum roof;
  - 16) Fold down aluminum step platforms with railings (as needed);
  - 17) A waste water tank with a capacity of at least 300 gallons and a level indicator;
  - 18) A 3" quick connect waste tank access valve;
  - 19) A 1" wash out plug;
  - 20) A fresh water tank with a capacity of at least 100 gallons and a level indicator;
  - 21) A quick connect fresh water hook-up;
  - 22) Indoor/outdoor lighting (preferably LED lighting);
  - 23) 110 volt/30amp with a 50' shoreline;
  - 24) A liquefied propane (LP) gas on-demand hot water heater (tank holder storage x2);
  - 25) Roof vents with fan;

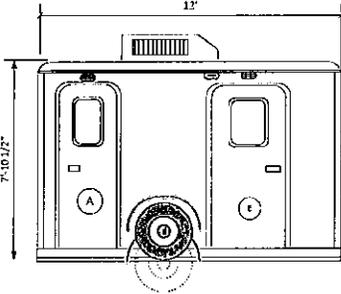
- 26) Insulated walls and ceilings;
- 27) A winterization package appropriate for central North Carolina;
- 28) Trailer brakes and 2-5/16 hitch; and
- 29) Trailer leveling kit system.

E. Either, or both, trailers may be equipped with the optional features and components listed below based on prior agreement of the parties.

- 1) Changing benches;
- 2) Integrated waste baskets;
- 3) Shampoo and soap dispensers; and
- 4) Shower drain diversion valves with quick connect.

Trailer #1

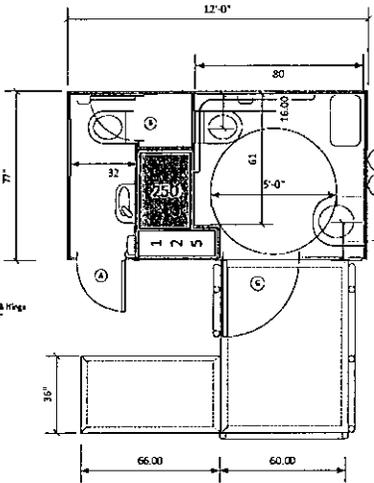
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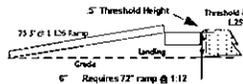



**ADA compliant to 2010 ADA Guidelines**  
 Lowers to ground & Container Shippable  
 Porcelain wall hung fixtures  
 125 fresh water, 250 waste storage  
 Rotationally molded vertical tanks  
 Stainless Steel Toilets, tissue and soap dispensers  
 Rubber seat flooring  
 Electric Brakes  
 2 Jco Marine Toilets & OPTIMA VOD Vacuumizer  
 Uses around one pint per flush  
 Air Conditioned 15,000btu / 3,500 blu heat  
 Dusted ventilated ADA shower and bench  
 Obscure skylights in radius doors  
 Vandal resistant pebble brushed wall panels  
 Double full radiant barrier insulation  
 4000 pound retractable TorFlex suspension  
 16 x 6.75 18 ply Radial tires & wet bearings  
 All metal and composite construction  
 LED 30,000 hour burn automatic lighting and trailer lighting  
 Over 40 dusk LED porch lighting  
 Liquefies all waste paper and hygienic products  
 4 hand crank leveling jacks 16,000 lb. max.  
 Self Pumping to Sewer Tap up to 100 yards w/HW head  
 One 30 amp/120vac power inlet  
 Aluminum ADA ramp w/ Stainless steel railing  
 Aluminum ladders and flush door latches  
 4" curbs are optional on ADA landing  
 Optional Charging station

### Omega Lite 12 ADA 2ST1S

- Ⓐ 78"x24" radius RH
- Ⓑ 48"x21" radius LH
- Ⓒ 32"x49" top hinge
- Ⓓ 48"x24" radius RH
- Ⓔ 80"x36" radius RH
- Ⓜ 78"x24" radius LH
- Ⓝ 80"x 36" radius LH





**Handrails**  
 Top Height 36" above Platform  
 Top of Cross Bars 14" above bottom of Top Rail. Railing  
 1.5" OD Diameter and slides into 1" piece of 1.5" ID  
 pipe welded to landing.

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Approved by \_\_\_\_\_

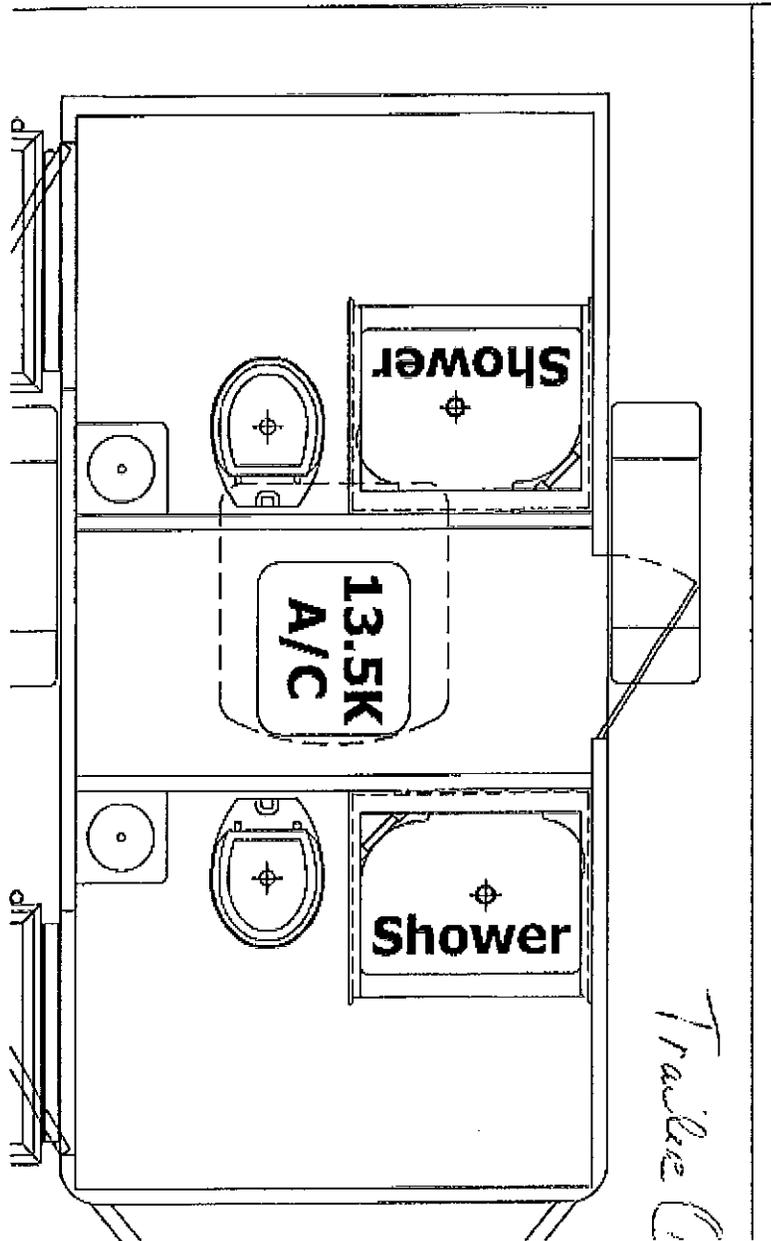


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These restrooms are designed to be compliant with all current guidelines as we are aware of. Many guidelines have gray areas and points open to Interpretation. Different entities may have differed interpretations or local differences. We suggest getting approvals of final plans from the authorities in the local the unit will be placed

Trailer #2



**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE: July 30, 2018**

**SUBJECT: Sale and Issuance Resolution for Series 2018 School G.O. Bonds and Reimbursement Resolution for the Community College Bonds**

**PRESENTER: Caroline L. Xiong**

**REQUEST:**

- 1) Request the Board of Commissioners to proceed with the adoption of the attached resolution providing for the Sale and Issuance of not to exceed \$31,000,000 General Obligation School Bonds, Series 2018.
- 2) Request the Board of Commissioners to proceed with the adoption of the attached resolution introducing the County of Moore, NC declaring its official intent to reimburse expenditures under United States Department of Treasury Regulations for the Community College Bonds.

#

**BACKGROUND:**

Two bond orders authorizing \$103,000,000 School Bonds and \$20,000,000 Community College Bonds were adopted by the Board for the County on February 20, 2018, which orders were approved by the vote of a majority of the qualified voters of the County who voted at a referendum duly called and held on May 8, 2018.

**IMPLEMENTATION PLAN:**

Staff will proceed with the sale and issuance for Series 2018 School G.O. Bonds.

**FINANCIAL IMPACT STATEMENT:**

The issuance should not exceed \$31,000,000 School Bonds for Series 2018.

**RECOMMENDATION SUMMARY:**

- 1) Make a motion to proceed with the adoption of the attached resolution providing for the Sale and Issuance of not to exceed \$31,000,000 General Obligation School Bonds, Series 2018.
- 2) Make a motion to proceed with the adoption of the attached resolution introducing the County of Moore, NC declaring its official intent to reimburse expenditures under United States Department of Treasury Regulations for the Community College Bonds.

**SUPPORTING ATTACHMENTS:**

Resolution

The Board of Commissioners for the County of Moore, North Carolina met in a regular meeting in the Commissioners' Meeting Room, Second Floor of the Historic Courthouse located at 1 Courthouse Square in Carthage, North Carolina, the regular place of meeting, at 5:30 p.m. on August 7, 2018.

Present: Chair Catherine Graham, presiding, and Commissioners

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Absent: Commissioners

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Also present: \_\_\_\_\_

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\* \* \* \* \*

\_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF NOT TO EXCEED \$31,000,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018**

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Moore, North Carolina (the "County"):

Section 1. The Board has determined and does hereby find and declare as follows:

(a) An order authorizing \$103,000,000 School Bonds was adopted by the Board for the County on February 20, 2018, which order was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on May 8, 2018.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue \$31,000,000 of said bonds at this time.

(c) The maximum period of usefulness of the public improvements to be provided with the proceeds of said bonds for school improvements is estimated as a period of forty (40) years from September 11, 2018, the date of the bonds authorized hereby, and that such period expires on September 11, 2058.

Section 2. Pursuant to said order, there shall be issued bonds of the County in the aggregate principal amount of \$31,000,000 (subject to adjustment pursuant to the provisions set

forth below) designated “General Obligation School Bonds, Series 2018” and dated the date of delivery thereof (the “Bonds”). The Bonds shall be stated to mature annually (subject to adjustment pursuant to the provisions set forth below), December 1, \$1,550,000 2019 to 2038, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable semiannually on each June 1 and December 1, beginning June 1, 2019, until payment of such principal sum.

The County reserves the right to adjust the principal amount of each maturity of the Bonds set forth above (including eliminating or adding maturities), subject to the limitations set forth in Section 159-65 of the General Statutes of North Carolina, as amended, and provided that the aggregate principal amount of the Bonds shall not exceed \$31,000,000. The final principal amount of each maturity of the Bonds shall be as set forth in the Final Official Statement (hereinafter defined).

In the event that the Chief Finance Officer of the County determines, in consultation with the Local Government Commission, that it is in the best interests of the County to do so, the Chief Finance Officer may direct, prior to or on the date of sale of the Bonds as hereinafter provided, that any consecutive maturities of the Bonds may be combined into a term bond maturing on one date, subject to mandatory sinking fund redemption on the December 1 otherwise specified above as a maturity date. If the Chief Finance Officer so determines, the Chief Finance Officer shall file a certificate among the official records of the County specifying the revised maturity schedule for the Bonds and setting forth the mandatory redemption provisions for the Bonds that are subject to mandatory sinking fund redemption.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., a nominee of The Depository Trust Company (“DTC”), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the County hereinafter provided for as the registered owner of such Bond or his registered assigns or legal representative at such

office of the Bond Registrar mentioned hereinafter or such other place as the County may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The County shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Chief Finance Officer of the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County identifies another qualified securities depository to replace DTC, the County will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the County fails to identify another qualified securities depository to replace DTC, the County shall deliver replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the County may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Chair or the Vice-Chair of the Board and the Clerk to the Board for the County and the corporate seal or a facsimile of the corporate seal of the County shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary or the Deputy Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the County or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COUNTY OF MOORE, NORTH CAROLINA OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. R-\_\_\_\_\_ \$\_\_\_\_\_

United States of America  
State of North Carolina

COUNTY OF MOORE  
GENERAL OBLIGATION SCHOOL BOND, SERIES 2018

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
December 1, 20__	_____ %	_____

The County of Moore, a body corporate and politic duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Chief Finance Officer of said County (the “Bond Registrar”), in Carthage, North Carolina, the principal sum of

\_\_\_\_\_ DOLLARS

and to pay interest on such principal sum from the date hereof or from June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable semiannually on each June 1 and December 1, beginning June 1, 2019, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15<sup>th</sup> day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of said County; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said County are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation School Bonds, Series 2018” (the “Bonds”) and issued by said County for the purpose of providing funds, with any other available funds, for school improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the Board of Commissioners for said County, which order was approved by the vote of a majority of qualified voters who voted thereon at a referendum duly called and held, and a resolution duly adopted by said Board of Commissioners (the “Resolution”).

The Bonds maturing on or prior to December 1, 2028 are not subject to redemption prior to maturity. The Bonds maturing on December 1, 2029 and thereafter may be redeemed, at the option of said County, from any moneys that may be made available for such purpose, in whole or in part on any date not earlier than December 1, 2028, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

[Insert any mandatory sinking fund redemption provisions if any Bonds are designated as term bonds.]

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot of said County in such manner as said County in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with The Depository Trust Company (“DTC”), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the

maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the County may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said County, provided that such notice to Cede & Co. shall be given by certified or registered mail. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption [other than a notice of mandatory sinking fund redemption] may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., a nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said County will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said County for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said County sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said County, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County of Moore, North Carolina, by resolution duly adopted by its Board of Commissioners, has caused this bond to be manually signed by the Chair of said Board of Commissioners and the Clerk to said Board of Commissioners and its official seal to be impressed hereon, all as of the \_\_\_\_ day of September, 2018.

[Do not sign] \_\_\_\_\_  
Chair of the Board of Commissioners

[SEAL]

[Do not sign] \_\_\_\_\_  
Clerk to the Board of Commissioners

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] \_\_\_\_\_  
[Deputy] Secretary, Local Government  
Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] \_\_\_\_\_  
Chief Finance Officer, as Bond Registrar

Date of authentication: \_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
NOTICE: The signature must be guaranteed by an institution which is a participant in the

\_\_\_\_\_  
The signature to this assignment must correspond with the name as it appears on the

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Securities Transfer Agent Medallion Program (STAMP) or similar program.

face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to December 1, 2028 are not subject to redemption prior to maturity. The Bonds maturing on December 1, 2029 and thereafter may be redeemed, at the option of said County, from any moneys that may be made available for such purpose, in whole or in part on any date not earlier than December 1, 2028, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If, on or before the date of sale of the Bonds, the Chief Finance Officer shall determine that it is in the best economic interests of the County to modify the redemption provisions set forth herein, the Chief Finance Officer is hereby authorized to take all necessary action to achieve such modification, including, but not limited to the modification of the form of the Bonds included herein. Such modification of the redemption provisions will be evidenced by the County's execution and delivery of the Bonds.

If the Chief Finance Officer determines that it is in the best interests of the County that any of the Bonds be designated as a term bond subject to mandatory sinking fund redemption as provided in Section 2, the Bonds so designated shall be subject to mandatory sinking fund redemption on each December 1 as designated by the Chief Finance Officer. Upon such an occurrence, the mandatory redemption provisions for the Bonds that are subject to mandatory sinking fund redemption shall be set forth in the certificate of the Chief Finance Officer filed among the official records of the County pursuant to Section 2.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot of the County in such manner as the County may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the County may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing

upon the registration books of the County, provided that such notice to Cede & Co. shall be given by certified or registered mail. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

Any notice of redemption, other than any notice of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor,

for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The County or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the County or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to Section 4 of this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the Bonds. The Chief Finance Officer of the County, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the "Bond Registrar"),

subject to the right of the Board of the County to appoint another Bond Registrar, and as such shall keep at his office in the County, the books of the County for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986 (the “Code”), as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the bond will not be included in gross income of the owners of the bonds for purposes of federal income tax.

Section 7. The action of the Chair of the Board, the County Manager, the Chief Finance Officer and the Clerk to the Board for the County in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds is hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing a Preliminary Official Statement relating to the sale of the Bonds. Such Preliminary Official Statement, to be dated the date of delivery thereof, in substantially the form presented at this meeting, is hereby authorized and approved. The delivery of such Preliminary Official Statement by the Chair of the Board, the County Manager and the Chief Finance Officer is hereby approved, ratified and confirmed.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Chair of the Board, the County Manager and the Chief Finance Officer of the County are hereby authorized to execute and deliver the Final Official Statement for and on the behalf of the County, and such execution shall be conclusive evidence of the approval of the Board of the Final Official Statement.

Section 8. The County hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the County, beginning with the fiscal year ended June 30, 2018, audited financial statements of the County for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the County are not available by seven months from the end of such fiscal year, unaudited financial statements of the County for such fiscal year to be replaced subsequently by audited financial statements of the County to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the County, beginning with the fiscal year ended June 30, 2018, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings “THE COUNTY - Debt Information and - Tax Information” (excluding any information on underlying units) in the Final Official Statement and (ii) the combined budget of

the County for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) bond calls, except for a mandatory sinking fund redemption, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County;

(13) the consummation of a merger, consolidation or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material; and

(d) in a timely manner, notice of a failure of the County to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The County may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

If the County fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The County reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the County, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the County;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”) as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the County (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the County makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Chair, the County Manager, the Chief Finance Officer and the Clerk to the Board for the County are each hereby authorized and directed to execute and delivery such closing and other documents and take such other actions as may be necessary or appropriate for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. This resolution shall take effect upon its passage.

Upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution entitled “RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF NOT TO EXCEED \$31,000,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018” was adopted by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Thereupon, \_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Commissioner:

**RESOLUTION OF THE COUNTY OF MOORE, NORTH CAROLINA  
DECLARING ITS OFFICIAL INTENT TO REIMBURSE  
EXPENDITURES UNDER UNITED STATES DEPARTMENT OF  
TREASURY REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners (the “Board”) for the County of Moore, North Carolina as follows:

Section 1. Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures that are applicable to a tax-exempt financing issued or incurred by or on behalf of the County of Moore, North Carolina (the “County”) for which prior expenditures are to be reimbursed, including, without limitation, a requirement that prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County.

Section 2. The County is beginning to take actions in cooperation with Sandhills Community College, towards the acquisition, construction, improvement, expansion, renovation and equipping of community college facilities, including nursing education facilities, in the County, and the acquisition of any related land, rights of way and equipment (the “Project”). The Board hereby declares its official intent pursuant to Section 1.150-2 of the Treasury Regulations to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for expenditures on the Project paid by the County or Sandhills Community College on or after the date which is sixty (60) days prior to the date hereof except with respect to certain amounts incurred before such 60-day period not exceeding 20% of the issue price of the proceeds of the debt to be hereinafter incurred which are expended for “preliminary expenditures” within the meaning of Section 1.150-2 of the Treasury Regulations (the “Preliminary Expenditures”). Nothing contained herein shall prohibit the reimbursement for Preliminary Expenditures or other expenditures paid on an earlier date that may be reimbursed pursuant to applicable federal tax laws.

Section 3. \$20,000,000 is the maximum principal amount of debt reasonably expected to be incurred for the purpose of paying the costs of the Project.

Section 4. This resolution shall take effect upon its passage.

Upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION OF THE COUNTY OF MOORE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS" was adopted by the following vote:

Ayes: \_\_\_\_\_

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Noes: \_\_\_\_\_

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\* \* \* \* \*

I, Laura M. Williams, Clerk to the Board of Commissioners for the County of Moore, North Carolina, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board of Commissioners for said County at a regular meeting held on August 7, 2018, as relates in any way to the passage of the foregoing resolutions.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Clerk to the Board of Commissioners

[SEAL]

**Agenda Item:** VIII.C.  
**Meeting Date:** August 7, 2018

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

**FROM:** Richard Smith Capital Project Manager

**DATE:** July 31, 2018

**SUBJECT:** Courthouse Facilities Advisory Committee Recommendation

**REQUEST:**

Approve the process taken by the CFAC in choosing an architectural firm to start design of a new courthouse facility.

**BACKGROUND:**

See background as stated in the attached July 31, 2018 CFAC Meeting Timeline. Also attached please find a copy of the CFAC March 16, 2018 Meeting Minutes.

**FINANCIAL IMPACT:**

N/A

**IMPLEMENTATION PLAN:**

Continue moving process forward with cost and scope negotiations with Mosley Architects

**RECOMMENDATION SUMMARY:**

Respectfully request the BOC grant their approval of the process taken by the Courthouse Facilities Advisory Committee, as well as direct the Capital Project Manager Richard Smith to enter into negotiations for cost and scope starting with the number one firm, Mosley Architects. Also to agree that as soon as a contract is executed the CFAC Sub-Committee will be disbanded as intended in the CFAC Minutes of the March 16, 2018 meeting.

**ATTACHMENTS:**

Timeline  
CFAC 3/16/18 Minutes

## July 31, 2018 CFAC Meeting

### Timeline:

- RFQ sent January 12, 2018. Pre-Submittal Meeting February 2, 2018 Final Qualifications Opened March 2, 2018 at 4 PM
  - 11 Firms submitted Proposals:
- **March 16, 2018 CFAC Meeting**
  - Process for selecting an Architect was explained by Rich Smith and Terra Vuncannon
    - Ms Vuncannon informed CFAC that the County's Designer Selection Policy would be followed, all correspondences from that point on would flow through Ms Vuncannon
  - A 5 member Committee was selected and approved and they were as follows
    - Howard Warren
    - Neil Godfrey
    - Tom Robinson
    - Art Blue
    - Rich Smith
  - A 6<sup>th</sup> member was willing to serve as well if needed,
    - John Cashion
  - The subcommittee would convene again on April 9, 2018 review Firms and rate for top 4 scores
- **April 9, 2018 CFAC Sub-Committee Meeting**
  - RCS reviewed the process with members 1 more time and asked for each members Summary Score Sheets, after review, a consensus for the top 4 firms was not reached and it was decided to reschedule and take a little more time.
  - RCS suggested committee adjourn.
- NOTE: Shortly after the 4/9 meeting member Art Blue had a change of work schedule and respectfully requested to resign from the sub-committee. John Cashion was contacted and asked if he could still serve, he was willing and a full set of 11 proposals was given to him for review and scoring. Mr. Cashion requested 30 days to review and complete the process and was granted this time frame. This was in line with the amount of time all other members had for their review, and a meeting was scheduled for May 23, 2018 at 10am to select the top 4 firms.
- **May 23, 2018 CFAC Sub-Committee Meeting**
  - Summary Score Sheets were reviewed, there was discussion amongst members and the top 4 scores were agreed upon, they were as follows and in this order:
    - Mosley Architects
    - Little/HOK Architects
    - Obrien, Atkins/CBRE, Heery
    - sfL+a/Silling
  - Terra Vuncannon was charged with contacting firms for the following:
    - Schedule each firm for interviews with the sub-committee on June 13, 2018

- **June 13, 2018 CFAC Sub Committee Meeting**
  - All 4 firms were interviewed on this day
    - 1<sup>st</sup> sfL+a and Silling
    - 2<sup>nd</sup> Obrien Atkins and CBRE Heery
    - 3<sup>rd</sup> Little and HOK
    - 4<sup>th</sup> Mosley
  - After interviews further discussion was had between members and summery score sheets were completed by all members and scores tallied by Terra Vuncannon, in a 3 to 2 vote the top two firms were Mosley #1 and Little #2.
  - Committee did not finalize at this time, Terra Vuncannon and RCS will review all references again and committee would reconvene on June 27, 2018 to make final decision.
- **June 27, 2018 CFAC Sub-Committee Meeting**
  - Review of all references was as expected, no issues, all capable.
  - Review of prior meeting and no opinions or scores were changed
  - Mosley was the preferred firm with Little in 2<sup>nd</sup> place, Obrien was in 3<sup>rd</sup> place and it was suggested they are approved by BOC as well to be interview for costs if discussions with firms 1 and 2 are not successful.
- Recommendation to the CFAC scheduled for July 31, 2018.

**Recommendation:**

- Respectfully recommend that the Courthouse Facility Advisory Committee send these findings to the BOC Meeting on August 7, 2018 for their approval of the process, directing Capital Project Manager Richard Smith to enter into negotiations for cost and scope starting with the number 1 firm Mosley Architects, and to agree that as soon as a contract is executed the Sub-Committee will be disbanded as intended in the Minutes of the March 16, 2018 meeting.

## **Courthouse Facilities Advisory Committee Meeting**

**1:00 p.m., March 16, 2018**

**Rick Rhyne Public Safety Center, Carthage, NC**

### Meeting Minutes

The Moore County Courthouse Facilities Advisory Committee convened for a special meeting on Friday, March 16, 2018, at 1:00 p.m. in the community room of the Rick Rhyne Public Safety Center, Carthage, NC.

Members Present: Commissioner Catherine Graham (CFAC Chair), Commissioner Jerry Daeke, Art Blue (Bar representative), John Cashion, Sheriff Neil Godfrey, Gerald Galloway, Tom Robinson (Carthage Town Manager), Howard Warren

Ex-officio Members: County Manager Wayne Vest, Capital Projects Manager Rich Smith, Clerk to the Board of Commissioners Laura Williams

Members Absent: Judge Skipper Creed, Cynthia Hall (court reporter), Susan Hicks (Clerk of Court), Maureen Krueger (District Attorney), Bobby Lake (Property Management Director – ex-officio), Heather Marsh (Probation), Bryan Phillips (Public Safety Director – ex-officio), Kent Smith, Judge James Webb

Commissioner Catherine Graham, Committee Chair, called the meeting to order at 1:00 p.m.

Upon motion made by Jerry Daeke, seconded by Art Blue, the Committee voted unanimously to approve the January 24, 2018, meeting minutes.

Chair Graham reviewed that the Committee needed to appoint an Architect Selection Subcommittee and gave the floor to Rich Smith who explained the process. It was determined that Mr. Smith should be on the subcommittee as well as Neil Godfrey and Howard Warren who were familiar with the process through their involvement with the construction of the Rick Rhyne Public Safety Center. The Committee needed to select at least two more members. The Purchasing Manager would send a score sheet for subcommittee members to use to determine the four finalists for the architect selection. There would be interviews and then once the final firm was selected, the recommendation would come back to the full Committee before going before the Board of Commissioners for approval. Once the contract was approved, the subcommittee could disband.

Upon discussion, it was decided that Tom Robinson and Art Blue would also serve on the Subcommittee. John Cashion was also willing if needed. Upon motion made by Chair Graham,

seconded by Commissioner Jerry Daeke, the Committee voted unanimously to appoint the following as the Architect Selection Subcommittee: Rich Smith, Neil Godfrey, Howard Warren, Tom Robinson, Art Blue.

Terra Vuncannon informed members that they would follow the County's Designer Selection Policy and she would email them an evaluation form along with the RFQ document. It was noted that notes should be kept and given to Ms. Vuncannon as they were public record, and County Manager Wayne Vest reminded Committee and Subcommittee members that they should not be in contact with architects and questions should be directed to Ms. Vuncannon instead.

Subcommittee members determined that they would convene on April 9, 2018, at 10:00am in the same location.

Chair Graham thanked those willing to serve.

There being no further business, upon motion made by Gerald Galloway, seconded by Catherine Graham, the Committee voted unanimously to adjourn the meeting at 1:31pm.

*Respectfully submitted by Laura M. Williams, Clerk to the Board of Commissioners*

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Wayne Vest, County Manager  
Misty Randall Leland, County Attorney

**DATE:** August 7, 2018

**SUBJECT:** Request 1: Resolution Calling a Special Advisory Referendum Concerning the Levy of a One-Quarter Cent (1/4 cent) County Sales and Use Tax

Request 2: Resolution Specifying the Proceeds from the One-Quarter Cent (1/4 cent) County Sales and Use Tax, if passed in The Special Advisory Referendum, to be voted on November 6, 2018

**PRESENTER:** Wayne Vest, Misty Randall Leland

**REQUEST:**

The first request is to approve the attached Resolution Calling a Special Advisory Referendum concerning the Levy of a One-Quarter Cent (1/4 cent) County Sales and Use Tax.

The second request is to approve the attached Resolution specifying the Proceeds from the One-Quarter Cent (1/4 cent) County Sales and Use Tax, if passed in the Special Advisory Referendum, to be voted on November 6, 2018.

**BACKGROUND:**

The North Carolina General Assembly has enacted the "One-Quarter Cent (1/4 cent) County Sales and use Tax Act," Article 46 of Chapter 105 of the North Carolina General Statutes, which authorizes counties to levy a local sales and use tax. To levy the local sales and use tax, the County must conduct an advisory referendum in accordance with the provisions of North Carolina General Statutes Section 163-287.

At the October 20, 2015 Board of Commissioners meeting, the Board voted to move forward with an advisory referendum to be held March 15, 2016. The vote failed by a narrow margin.

In accordance with G.S. 163-287, the Board must adopt a resolution specifying the details of the election and deliver the resolution to the local Board of Elections. The resolution shall call on the local Board of Elections to conduct the election described in the resolution and shall state the date on which the special election is to be conducted.

The special advisory referendum is to be held on November 6, 2018. If the referendum passes, the County will deposit the revenue generated from the One-Quarter Cent county Sales and Use Tax into the County's General Fund for the purposes of major capital building projects for Moore County Schools. SCC will not receive any additional allocation of funds from this tax.

**IMPLEMENTATION PLAN:**

None

**FINANCIAL IMPACT STATEMENT:**

The One-Quarter Cent County Sales and Use Tax will generate an estimated \$2,500,000 per year in additional revenue for the County.

**RECOMMENDATION SUMMARY:**

1. Make a motion to approve the attached Resolution Calling a Special Advisory Referendum Concerning the Levy of a One-Quarter Cent (1/4 cent) County Sales and Use Tax and authorize the Chairman to sign the same.
2. Make a motion to approve the attached Resolution Specifying the Proceeds from the One-Quarter Cent (1/4 cent) County Sales and Use Tax under Article 46 of Chapter 105 of the NCGS, which designates revenues from the Article 46 tax, if passed on November 6, 2018, to Moore County Public Schools' major capital building projects as set forth in the attached Resolution and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**

1. Resolution Calling a Special Advisory Referendum Concerning the Levy of a One-Quarter Cent (1/4 cent) County Sales and Use Tax
2. Resolution Specifying the Proceeds from the One-Quarter Cent (1/4 cent) County Sales and Use Tax if passed in the Special Advisory Referendum to be Voted on November 6, 2018.

**RESOLUTION CALLING A SPECIAL ADVISORY REFERENDUM CONCERNING THE  
LEVY OF A ONE-QUARTER CENT (1/4 CENT) COUNTY SALES AND USE TAX**

WHEREAS, the General Assembly has enacted the "One-Quarter Cent (1/4 cent) County Sales and Use Tax Act," Article 46 of Chapter 105 of the North Carolina General Statutes, which authorizes counties to levy a local sales and use tax; and

WHEREAS, in order to levy the local sales and use tax, the County of Moore must conduct an advisory referendum in accordance with the provisions of North Carolina General Statutes Section 163-287.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Moore:

Section 1. In accordance with the North Carolina General Statutes, a special advisory referendum is hereby called to be held between the normal time the polls are open on Tuesday, November 6, 2018, at which there shall be submitted to the qualified voters of the County of Moore the question set forth in Section 3 of this Resolution.

Section 2. The Moore County Board of Elections shall conduct said Referendum.

Section 3. The ballot question shall be in the following form:

**[ ] FOR { } AGAINST**

**Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes.'**

Section 4. The Clerk to the Board of Commissioners is authorized and directed to transmit A certified copy of this Resolution to the Moore County Board of Elections within three (3) days after the passage hereof.

Section 5. The Board of Elections shall publish legal notice of the special advisory referendum in accordance with the North Carolina General Statutes Section 163-287.

Section 6. This Resolution shall take effect upon its passage.

This the 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Catherine Graham, Madam Chair  
Board of Commissioners

Attest: \_\_\_\_\_  
Laura M. Williams, Clerk to Board

**RESOLUTION SPECIFYING THE PROCEEDS FROM THE ONE-QUARTER CENT (1/4 CENT) COUNTY SALES AND USE TAX IF PASSED IN THE SPECIAL ADVISORY REFERENDUM TO BE VOTED ON NOVEMBER 6, 2018**

WHEREAS, the General Assembly has enacted the "One-Quarter Cent (1/4 cent) County Sales and Use Tax Act," Article 46 of Chapter 105 of the North Carolina General Statutes, which authorizes counties to levy a local sales and use tax; and

WHEREAS, in order to levy the local sales and use tax, the County of Moore must conduct an advisory referendum in accordance with the provisions of North Carolina General Statutes Section 163-287; and

WHEREAS, on August 7, 2018, the Board of Commissioners, by Resolution, called a Special advisory referendum to be held, between the normal time the polls are open, on Tuesday, November 6, 2018; and

WHEREAS, the revenue from the potential Sales and Use Tax will generate an estimated \$2,500,000 per year.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Moore that the proceeds from the local Sales and Use Tax, if supported by the Advisory Referendum on November 6, 2018, will be collected according to Article 46 of Chapter 105 of the North Carolina General Statutes.

FURTHER, BE IT RESOLVED that if the Advisory Referendum is supported on November 6, 2018, the net proceeds from the additional one-quarter percent (1/4%) Article 46 of Chapter 105 Sales and Use Tax collected shall be deposited in the County of Moore's General Fund to Pay for the Moore County Public School System's (hereinafter "Schools") major capital building projects.

This the 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Catherine Graham, Madam Chair  
Board of Commissioners

Attest: \_\_\_\_\_  
Laura M. Williams, Clerk to Board

**Agenda Item:** IX.A.  
**Meeting Date:** 08/07/2018

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/30/2018  
**SUBJECT:** Appointments / Airport Authority

**REQUEST:**

Appoint member to the Moore County Airport Authority.

**BACKGROUND:**

Airport Authority member Bob Zschoche's term expires August 31.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint a member to the Moore County Airport Authority for a four-year term commencing September 1, 2018 and expiring August 31, 2022.

**ATTACHMENTS:**

Appointment Applications

**Moore County  
Advisory Board/Committee Appointment Application**

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov).

**County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327**

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> ABC Board                          | <input type="checkbox"/> Fire Commission                    | <input type="checkbox"/> Planning Board                        |
| <input type="checkbox"/> Aging Advisory Council             | <input type="checkbox"/> Human Resources Appeals Committee  | <input type="checkbox"/> Sandhills Center Area Board           |
| <input checked="" type="checkbox"/> Airport Authority       | <input type="checkbox"/> Jury Commission                    | <input type="checkbox"/> Social Services Board                 |
| <input type="checkbox"/> Animal Cruelty Investigator        | <input type="checkbox"/> Juvenile Crime Prevention Council  | <input type="checkbox"/> Subdivision Review Board              |
| <input type="checkbox"/> Board of Adjustment                | <input type="checkbox"/> Library Trustees                   | <input type="checkbox"/> Tax Equalization & Review Board       |
| <input type="checkbox"/> Board of Health                    | <input type="checkbox"/> Local Emergency Planning Committee | <input type="checkbox"/> Transportation Advisory Board         |
| <input type="checkbox"/> Community College Trustees         | <input type="checkbox"/> Nursing/Adult Care Home CAC        | <input type="checkbox"/> Voluntary Agricultural District Board |
| <input type="checkbox"/> Convention & Visitors Bureau Board | <input type="checkbox"/> Parks & Recreation Advisory Board  | <input type="checkbox"/> Workforce Development Board           |

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**NAME** Claire L. Berggren

**MAILING ADDRESS** 3 Petitt Ct., Pinehurst, NC 28374

**HOME PHONE** 910-215-8740 **WORK/MOBILE PHONE** 910-724-3162

**EMAIL** pinehurst6claire@aol.com **OCCUPATION** CVB Director of Marketing

**BACKGROUND QUALIFICATIONS**  
Tourism Career in Moore County since 2007  
Municipal government experience (2014 -2017)  
Understanding of Moore County real estate as a licensed broker  
Resident of Moore County since 2000

**SIGNATURE**  **DATE** 07/28/2018

**Claire L. Berggren**  
**3 Petitt Court**  
**Pinehurst, NC 28374**  
**Cell: 910.724.3162**  
**Email: [pinehurst6claire@aol.com](mailto:pinehurst6claire@aol.com)**

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**Summary:** Currently employed as the Director of Marketing and Public Relations for the Convention and Visitors Bureau (CVB) of Moore County. Developing media and travel industry relationships and utilizing communication skills allows me to effectively communicate the attractiveness of the destination known as the Home of American Golf® in North Carolina. As a recent Village of Pinehurst council member, I have been involved with local municipal government and regularly attended regional economic development meetings to better understand the needs of residents, business, and visitors to Moore County, NC.

Additionally, earned the Tourism Marketing Professional designation from the Southeast Tourism Society, and earned a Dedman Fellow in Leadership through Sandhills Community College. From local, to county, to statewide tourism initiatives and programs I have applied my expertise to enhance the marketing success of the Pinehurst, Southern Pines, Aberdeen Area CVB to attract golfers, leisure and business travelers.

Prior to the CVB, my career spanned 20 years in various sales and marketing roles in the technology industry. Project management expertise, along with strong communication skills, allowed me to manage multi-million-dollar accounts and prepared me for transitioning to other organizations using those skills and abilities.

**Experience:**

- Convention & Visitors Bureau – Director of Marketing & Public Relations  
2007 – present  
Duties: Managing annual \$500k+ media budget, designing/issuing RFP's, creating annual marketing co-op program, contract negotiations, designing program launch, and managing vendor relationships (25+ vendors). Providing outreach programs, collaborating with media for stories, editing, photography, and familiarization tours. Creating and distributing a bi-monthly newsletter for tourism constituents. Assisting with creative design/content development to maintain relevant destination marketing. Evaluating vendors for new products and services. Attending tourism-related conferences and professional development. Co-designing and editing annual destination guide. Creating press releases. Collaborating with staff on various projects as needed.
  
- Village of Pinehurst, Council Member  
2014– 2017
  
- RE/MAX Prime Properties, Village of Pinehurst – Real Estate Broker  
2004 – 2007
  
- Homewood Suites by Hilton, Olmsted Village in Pinehurst – Director of Sales/Marketing  
2003 – 2005

### **Technology Industry Positions – 1983 - 2003**

- Second Derivative Corporation, Pinehurst, NC – Consultant  
2001 – 2003
  
- Oracle Corporation, Raleigh, NC – Client Solutions Director  
2000 – 2001
  
- Cambridge Technology Partners (Novell), Atlanta, GA – Client Relationship Director  
1997 – 2000
  
- Infinium Software, Atlanta, GA – Account Executive  
1995 – 1997
  
- First Wave Technologies, Atlanta, GA – Account Executive  
1993 – 1997
  
- Ceridian Employer Services, Atlanta, GA – National Account Executive  
1989 – 1993
  
- Fleet/Norstar Business Data, Providence, RI – Regional Sales Manager  
1987 – 1989
  
- Pentamation Enterprises, Norfolk, VA – Marketing Representative  
1983- 1987
  
- 1981- 1983 Management training positions post college

### **Local Organizational Participation (Past and Current):**

- Given Library Board Member
- Southern Pines Sister Cities Board Member
- Friend to Friend Board Member
- Literacy Council Adult Tutor
- C.A.L.L. Tutor at Community Presbyterian Church
- Organizational Member of the Palustris Festival
- Organizational Member of the Camellia Festival
- Completed Moore County Government 101 Course
- Licensed Real Estate Broker

Education: University of Maryland, College Park, MD 1981  
Bachelor of Science, Business Management  
Concentration: Marketing

References furnished upon request.

RECEIVED  
1/29/17  
Via email to  
Lmw

Moore County  
Advisory Board/Committee Appointment Application

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Updated attachments  
received 7/27/18  
- by jmw

County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327

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- |  |  |  |
|--|--|--|
| <input type="checkbox"/> ABC Board                                 | <input type="checkbox"/> Fire Commission                       | <input type="checkbox"/> Recreation Advisory Board   |
| <input type="checkbox"/> Aging Advisory Council                    | <input type="checkbox"/> Health Board                          | <input type="checkbox"/> RSVP Advisory Council       |
| <sup>1</sup> <input type="checkbox"/> Airport Authority            | <input type="checkbox"/> Human Resources Appeals               | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer                    | <input type="checkbox"/> Jury Commission                       | <input type="checkbox"/> Social Services Board       |
| <input type="checkbox"/> Animal Operations Board                   | <input type="checkbox"/> Juvenile Crime Prevention             | <input type="checkbox"/> Subdivision Review Board    |
| <input type="checkbox"/> Board of Adjustment                       | <input type="checkbox"/> Library Trustees                      | <input type="checkbox"/> Tax Equalization/Review     |
| <input type="checkbox"/> Citizens' Pet Responsibility              | <sup>3</sup> <input type="checkbox"/> Local Emergency Planning | <input type="checkbox"/> Transportation Services     |
| <input type="checkbox"/> Community College Trustees                | <input type="checkbox"/> Nursing/Adult Care Home               | <input type="checkbox"/> Workforce Development       |
| <sup>2</sup> <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Planning Board                        |  |

NAME Sean McCormick

MAILING ADDRESS 570 Hill Rd. Southern Pines, NC 28387

HOME PHONE 910-246-0358

WORK/MOBILE PHONE 931-809-0405

EMAIL smccormick500@gmail.com

OCCUPATION Pilot/Aviation Managar

**BACKGROUND QUALIFICATIONS**

Please see attached resume.

SIGNATURE

*Sean C. McCormick*

DATE 01/29/2017

July 27, 2018

County of Moore, North Carolina  
Board of Commissioners  
Carthage, NC 28327

Dear Commissioners,

Thank you for considering my application to serve on the Moore County Airport Authority Board. This is a wonderful opportunity for me to serve the residents of our community in a sector that I am passionate about. For your convenience, I've provided a brief outline of my experience as it relates to the board position. My resume is also included for your reference.

**Airport Authority Member Deliverables**

**My Qualifications**

<b>Depth of experience in Aviation to include Safety, Maintenance, and Airport Operations.</b>	<b>As a professional pilot, I hold several ratings to include: Multi-Engine Airline Transport Pilot (ATP), Helicopter Pilot, and Certified Flight Instructor. Over the past 20 years, I've held the jobs of Pilot-in-Command, Operations and Maintenance Manager, and Executive Manager.</b>
<b>Understanding of evolving technology including Unmanned Aerial Systems (UAS), aka "Drones"</b>	<b>There is an unprecedented increase in Military UAS activity operating in close proximity to the Moore County Airport. I have a thorough understanding of these unique operations, and can quickly cut through military bureaucracy in order to liaise with military airspace managers to ensure the safety of our customers.</b>
<b>Versed in core Business Management principles.</b>	<b>Having completed a business and innovation program at Stanford University last year, I have recent education in Marketing, Economics, Financial Reporting, Design Thinking and Negotiations. I could make valuable contributions toward the Re-Branding strategy underway at the airport.</b>
<b>Passionate about serving the local community.</b>	<b>I'm proud to reside in Moore County and enjoy giving back to the community as much as possible. I'm the President of a Veteran's non-profit organization, Mentor at a local Middle School, and serve on the Southern Pines Appearance Commission.</b>

I am excited to devote my time and expertise to ensure that the Moore County Airport continues to be an excellent gateway into our county, and the communities therein. At your discretion, I welcome the opportunity to serve you and the citizens of Moore County. Thank you for your consideration.

Respectfully,



Sean C. McCormick  
26 Lochwinnock Lane  
Pinehurst, NC 28374  
sean.clair.mccormick@gmail.com  
www.linkedin.com/in/scmccormick  
931-809-0405

# SEAN C. McCORMICK

931-809-0405 | sean.clair.mccormick@gmail.com | www.linkedin.com/in/scmccormick

## PROFESSIONAL PROFILE

Highly accomplished Pilot, Manager, Instructor, and Team Leader with a diverse background in complex aviation operations.

## SUMMARY OF QUALIFICATIONS

Multi-Engine Airline Transport Pilot, Commercial Helicopter Pilot, Certified Flight Instructor, Top-Secret Clearance, Executive Leadership, Government Flight Representative, Project Management, Strategic Communications, Certified Aircraft Appraiser

## PROFESSIONAL EXPERIENCE

### United States Army Special Operations Aviation Command 2002-Present

#### *Executive Manager and Pilot in Command King Air-200 and CASA-212 Pilot*

- Streamline VIP aviation support to the Commanding General, United States Army Special Operations Command, and provide unique fixed support of both static line and military free fall parachute operations.
- Executive leader, Comptroller, Operations Officer responsible to forecast and allocate funds in excess of \$6 million in order to sustain 15 specially modified Army airplanes and helicopters based in North Carolina and Arizona.

#### *Security Cooperation Special Operations Aviation Advisor*

- Graduate of the Defense Institute of Security Assistance Management and charged with conducting United States Security Cooperation missions in several high threat areas across South East Asia.
- Strengthened military relations with Thailand by providing aviation training and safety expertise to key leadership at the Royal Thai Military flight school.

#### *Aviation Liaison Officer to Special Operations Forces*

- Subject Matter Expert selected to simplify coordination and efficiently allocate resources as a highly vetted and specially selected Liaison Officer to the Army's premier Counter Terrorist Special Mission Unit.
- Advanced negotiations through international and cultural boundaries under time-sensitive constraints to secure the use of restricted air space and diplomatic clearances, during the emergency evacuation of a US embassy.

#### *Pilot in Command and Flight Instructor in MH-6 "Little Bird" Light Assault Helicopter*

- Consistently rated as the top 1% of US Army Special Operations Aviators as 1 of 15 Pilots entrusted to fly America's most elite commandos in a joint Task Force uniquely designated as the "National Mission Force".
- Dedicated to thwarting global terrorist networks during 24 separate worldwide combat deployments. Directly participated flying in helicopter assault missions during the apprehension of numerous High Value Targets.

#### *Flight Operations Manager*

- Expertly consulted with executive management to accomplish complex goals related to national security objectives, while governing a 2,400-hour annual flying program with a 100% aircraft operational rate.
- Effectively directed over 50 multifaceted aviation operations involving complex asset distribution of specialty aircraft and equipment. In all instances, "no-fail" timelines were routinely planned and executed down to the second.

### United States Army - Diverse Assignments 1992-2002

#### *Scout-Reconnaissance Pilot*

- Pilot-in-Command charged with patrolling the highly sensitive Demilitarized Zone (DMZ) in South Korea.

#### *Small Unit Leader*

- Sniper Team Leader and Jumpmaster with 3<sup>rd</sup> Battalion 75<sup>th</sup> Ranger Regiment, Ft. Benning, GA

## Education

Stanford University Graduate School of Business, Resident Entrepreneurship Program	Stanford, CA, 2016
Cornell University, Executive Leadership Program	Cornell, NY, 2015
Excelsior College, B.S. Liberal Studies	Albany, NY, 2007
Keystone College, A.A. Business Management	La Plume, PA, 1991

## Volunteer Experience

President, 160 <sup>th</sup> Night Stalker Association-North Carolina Chapter (501(c)19)	December 2016 - Present
Member, Southern Pines Appearance Committee	February 2016 - Present
Mentor, Community In Schools of Moore County North Carolina	March 2016 - Present

## Affiliations

National Business Aviation Association, 160<sup>th</sup> Night Stalker Association, The Ranger Regiment Association, Army Aviation Association of America, The Veterans of Foreign Wars, Aircraft Owners and Pilots Association

Moore County  
Advisory Board/Committee Appointment Application

RECEIVED  
4-2018  
by [signature]

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County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327

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- |  |  |   |
|--|--|---|
| <input type="radio"/> ABC Board                          | <input type="radio"/> Fire Commission                    | <input type="radio"/> Planning Board =                      |
| <input type="radio"/> Aging Advisory Council             | <input type="radio"/> Human Resources Appeals Committee  | <input type="radio"/> Sandhills Center Area Board           |
| <input checked="" type="radio"/> Airport Authority       | <input type="radio"/> Jury Commission                    | <input type="radio"/> Social Services Board                 |
| <input type="radio"/> Animal Cruelty Investigator        | <input type="radio"/> Juvenile Crime Prevention Council  | <input type="radio"/> Subdivision Review Board              |
| <input type="radio"/> Board of Adjustment                | <input type="radio"/> Library Trustees                   | <input type="radio"/> Tax Equalization & Review Board       |
| <input type="radio"/> Board of Health                    | <input type="radio"/> Local Emergency Planning Committee | <input type="radio"/> Transportation Advisory Board         |
| <input type="radio"/> Community College Trustees         | <input type="radio"/> Nursing/Adult Care Home CAC        | <input type="radio"/> Voluntary Agricultural District Board |
| <input type="radio"/> Convention & Visitors Bureau Board | <input type="radio"/> Parks & Recreation Advisory Board  | <input type="radio"/> Workforce Development Board           |

NAME: DONALD R. DELAUTER \_\_\_\_\_

MAILING ADDRESS: 1475 MIDLAND RD, UNIT 38 SOUTHERN PINES, NC 28387 \_\_\_\_\_

HOME PHONE: 910 693-9860 \_\_\_\_\_ WORK/MOBILE PHONE: N/A \_\_\_\_\_

EMAIL: donaldrd@live.com \_\_\_\_\_ OCCUPATION: RETIRED \_\_\_\_\_

BACKGROUND QUALIFICATIONS: Retired USAF Brigadier General, Command Pilot. Highest Education Level- Masters Business Admin (MBA). Employed 8.5 years Westinghouse Electronic Systems post AF retirement. Four years Whispering Pines Village Council. Member Military Officers Association (MOAA) – President two terms. English remedial tutor SCC. Member Moore County Chapter North Carolina Symphony, wrote reviews four seasons. Completed two 4-year terms Moore County Airport Authority. Completed term (3-years) of unscheduled member departure. Led search and hiring of two managers. Left Authority in 2014.

SIGNATURE:  \_\_\_\_\_ DATE: April 10, 2018 \_\_\_\_\_  
Donald R. Delauter



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### BRIGADIER GENERAL DONALD R. DELAUTER

Retired September 01,1987

2

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Brigadier General Donald R. Delauter is director of the North American Aerospace Defense Command Planning Staff, Headquarters NORAD, at Peterson Air Force Base, Colo.

General Delauter was born in Myersville, Md., in 1933, and graduated from Middletown High School in 1951. He earned a bachelor of science degree in agricultural economics from the University of Maryland, College Park, in 1955 a master of business administration degree from Ohio State University, Columbus, in 1968; and a master of education degree from Boston University at Stuttgart, West Germany, in 1977. The general graduated from the Naval War College in 1975.

He was commissioned a second lieutenant in the U.S. Air Force through the Reserve Officer Training Corps program at the University of Maryland in June 1955, and entered active duty in March 1956. He completed primary pilot training at Kinston Air Base, N.C., and basic pilot training at Laredo Air Force Base, Texas, where he was awarded his wings in May 1957.

After completing combat crew training at Luke Air Force Base, Ariz., and Nellis Air Force Base, Nev., the general was assigned as an F-100 Super Sabre pilot with the 49th Tactical Fighter Wing, Etain Air Base, France, where he was a member of the famed 8th Tactical Fighter Squadron, the Black Sheep. A year later he transferred with the unit to Spangdahlem Air Base, West Germany.

In late 1960 General Delauter returned to Luke Air Force Base, where he served as an F-100 instructor pilot. He completed airborne parachute training at Fort Benning, Ga., in May 1964 and was assigned as a forward air controller with the Army's 2nd Armored Division at Fort Hood, Texas. In September 1966 the general entered Ohio State University through the Air Force Institute of Technology program. He returned to the cockpit in 1968 and, after requalifying in F-100s, was assigned to the 614th Tactical Fighter Squadron, Phan Rang Air Base, Republic of Vietnam.

Returning from Southeast Asia in August 1969, General Delauter was reassigned to Luke Air Force Base as chief of the F-100 academic program and flew as an instructor pilot with the 426th Tactical Fighter Training Squadron. In February 1971 he transferred to Langley Air Force Base, Va., and served on Tactical Air Command's inspector general staff as chief of the Operations and Scheduling Branch. He later served in the command's Plans Deputate, Programs Directorate.

He entered the Naval War College in August 1974, graduating with highest distinction in August 1975. The general was then assigned to the Plans Division, Plans and Policy Directorate, Headquarters U.S. European Command, Stuttgart, West Germany. In April 1978 he became vice commander of the 32nd Tactical Fighter Squadron at Camp New Amsterdam, Netherlands, as that unit began conversion from F-4 Phantoms to F-15 Eagles. He assumed command of the squadron in November 1979 and also served as United States country representative there.

General Delauter moved to 4th Allied Tactical Air Force headquarters at Heidelberg, West Germany, in August 1981 and served as assistant chief of staff for the Offensive Operations Division until November 1982. He then became the 4th Allied Tactical Air Force's deputy chief of staff for support. In October 1983 General Delauter become commander of the 23rd North American Aerospace Defense Command Region and Tactical Air Command Division at Tyndall Air Force Base, Fla. He assumed his present position in April 1986.

The general is a command pilot with more than 3,800 flying hours, including 275 combat missions over Vietnam. His military decorations and awards include the Defense Superior Service Medal, Legion of Merit with oak leaf cluster, Distinguished Flying Cross, Meritorious Service Medal with oak leaf cluster, Air Medal with 12 oak leaf clusters, Air Force Commendation Medal, Army Commendation Medal and Air Force Outstanding Unit Award Ribbon with "V" device and five oak leaf clusters.

He was promoted to brigadier general Sept. 1, 1983, with same date of rank.

(Current as of October 1986)

7/25/2018

This page has been added to Mr. Delauter's application per the request of L. Gregory



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#### SENIOR LEADER LINKS

- Senior Leaders
- SecAF Page
- CSAF Page
- CMSAF Page
- Commander's Call Topics

#### ENGAGE

RT @SecAFOfficial: I'll be sitting down with @IgnatiusPost to discuss the state of the #USAF. You can watch on @postlive today at 9:30am E...

On this day in #AirForce #history https://t.co/785C9CQk

EOD #Airman from @NellisAFB provides critical skill set to @USArmy forensics team in Kuwait. https://t.co/11pvplWnH. https://t.co/grtQebrh4Y

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**Moore County  
Advisory Board/Committee Appointment Application**

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov).

**County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327**

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> ABC Board                    | <input type="checkbox"/> Fire Commission           | <input type="checkbox"/> Planning Board              |
| <input type="checkbox"/> Aging Advisory Council       | <input type="checkbox"/> Health Board              | <input type="checkbox"/> Recreation Advisory Board   |
| <input checked="" type="checkbox"/> Airport Authority | <input type="checkbox"/> Human Resources Appeals   | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer       | <input type="checkbox"/> Jury Commission           | <input type="checkbox"/> Social Services Board       |
| <input type="checkbox"/> Animal Operations Board      | <input type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board    |
| <input type="checkbox"/> Board of Adjustment          | <input type="checkbox"/> Library Trustees          | <input type="checkbox"/> Tax Equalization/Review     |
| <input type="checkbox"/> Community College Trustees   | <input type="checkbox"/> Local Emergency Planning  | <input type="checkbox"/> Transportation Services     |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Nursing/Adult Care Home   | <input type="checkbox"/> Workforce Development       |

**NAME** Charles Dennis Jones

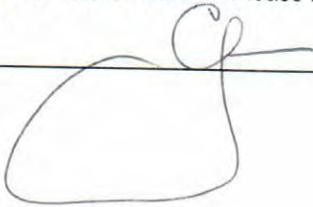
**MAILING ADDRESS** 930 Water Oak Place, Vass, NC 28394

**HOME PHONE** 910-295-3611 **WORK/MOBILE PHONE:** 910-638-8283

**EMAIL** cdjonesatcandl@aol.com **OCCUPATION** Consultant specializing in aerospace

**BACKGROUND QUALIFICATIONS** Please refer to my CV.

**SIGNATURE** \_\_\_\_\_



**DATE** 23 October

**Charles (Charlie) D. Jones**  
Bio-Sketch and Work History

Charlie Jones was raised in Brooklyn, New York. He attended primary and secondary schools in New York City. He holds a Bachelor of Science Degree in Biology and Chemistry, and a Master of Arts Degree in Human Resource Management. Charlie's career and professional experience include military service with the USAF, as well as aerospace industry management and leadership positions.

The following is a synopsis of his experience:

- **Principal Member and Owner, C&L Consulting, LLC**, Vass, NC, and associated with the Hutchins & Associates, Inc. consulting group – June '11, to present.
- **Experience:**
  - Provided proposal development services to Omega Aerial Refueling Services, - <http://omegaairrefueling.com/vms/>) a company that provides commercial aerial refueling to the U.S. Navy, (most notably, the Blue Angels), U.S. Marine Corps, and Foreign Military Sales (FMS) customers.
  - Provided management consulting services to a small veteran owned business (TTi). Absent significant management improvements; NAVAIR was about to terminate their contract – initiated changes and developed a Program Management Review that showed the company was back on track. Business was continued.
  - Provided proposal development services to a Canadian aircraft company (Discovery Air Defense Services), providing F-16 and A-4 “Red Air” to the USN’s Top Gun school - <http://www.discoveryair.com/>
    - Total of 18 days from a standing start to proposal delivery,
  - Provided capture and proposal development services for BAE Systems USAF Air Education & Training Command’s T-X (T-38 aircraft replacement) and Northrop Grumman’s Next Generation Jammer Technical Development (TD) and the Engineering, Manufacturing, and Development (EMD) programs.
  - Redesigned (pro bono) the entire webpage and program management approach for a local service disabled, veteran owned small business – D3M.
    - D3M has provided program management; training, fielding and sustaining new equipment and systems; on-site engineering; training; and, maintenance and logistical support to the U.S. Military since ‘08, including the Iraq, Afghanistan, and Kuwait AORs.
    - Principal focus of their work has been in the areas of communication, electronics, sensor systems and the training, engineering, operations, logistics and maintenance to required support these systems and activities.
  - Helped re-baselined (pro bono) the business development effort for a local service disabled, veteran owned small business – K2 Solutions Inc.
    - K2 provides services to the USG’s operational, development and scientific/technical communities and to public and private entities with related security requirements. Most employees are former Special Forces personnel, who possess proven and current real-world expertise in a range of anti-terrorism and force protection.
    - K2 areas of operational specialization:

- Special operations services
  - SOF logistics services
  - SOF related R&D
  - Canine training and handler instruction
  - Tactical training
  - Large-scale SOF Program Management
  - Product development and sales of SOF support equipment & services.
- **LOGCAP III Deputy Program Manager for Operations**, Kellogg, Brown & Root (KBR), Iraq – June ‘10 to June ‘11.
  - Member of the KBR in-theater Senior Management Team - responsible for management, leadership and mission execution for LOGCAP III contract, Current Operations, Business Operations, to include source selection for all subcontractors, Security, New Task Order set up, Logistics, Power Generation, Air Traffic Controllers, Airfield Operations, Aircraft Refueling, Retail Fuel Storage and Delivery, Program Control, Fire and Emergency Services, and Theater-wide Training, as well as a myriad of special projects, all executed in the ongoing Iraq-wide combat theater of operations.
    - Overall workforce managed, including *third-country nationals*, was as high as 69,000.
    - Military and civilian population supported averaged 108,000, to include U.S. Military, DOD, and State Department personnel, and civilian contractors, U.S., and allied Embassies, as well as Iraqi military and security agencies.
- **Principal Member and Manager, C&L Consulting, LLC**, Vass, NC – July ‘05, to present.
  - Provided consulting and proposal development services for JSDAF RFI for the F-22, F-16 sustainment, Joint Cargo Aircraft (C-130J entrant), U.S. Navy Global Hawk, EP-X (EP-3 replacement), NAVAIR Next Generation Jammer (NGJ), USAF Predator maintenance, Nellis AFB A-76, Vance AFB Aircraft Maintenance and BOS, the Contractor Field Team (CFT) IDIQ, Customs and Border Protection (CBP) aircraft maintenance, USGC National Automated Identification System (NAIS), the Special Operations Forces Support Activity (SOFSA) contracts, and a proposal to supply bomb detecting dogs to the DOD.
  - Provided consulting services to technical service companies that specialize in Service Contract Act type contracts. Clients include international companies such as Indústria Aeronáutica de Portugal, S.A. (OGMA), a Portuguese aircraft maintenance repair and overhaul depot, specializing in C-130, P-3 and helicopter aircraft.
  - Authored (pro-bono), a winning Newman’s Own grant application for “*Sew Much Comfort*,” an organization that provides custom clothing to wounded service members and a marketing plan-advertising campaign for a local architectural services company.
- **Director, F-22 Modifications and Heavy Maintenance**, Lockheed Martin Aeronautics Co., Marietta, GA – April ‘04 to July ‘05.

- Responsible for all F-22 depot-level maintenance and modifications. Developed acquisition strategies, SOWs, and bid packages for services, components, and repairs. Managed annual budget of \$410M and workforce of 300+.
- **Director, Business Development**, Lockheed Martin Aircraft and Logistics Centers, Greenville, SC – December ‘03 to March ‘04.
  - Capture manager for internal Lockheed Martin maintenance/mod work (F-16, C-5, C-130, F-22, and P-3), IDIQs, other Omnibus/BOA type contracts, and Delivery/Task Orders (DOs/TOs) for existing IDIQs.
- **Vice President and General Manager**, Lockheed Martin Logistics Management (LMLM) Company, Greenville, SC – May ‘99 to December ‘04.
  - Responsible for the overall management and leadership of LMLM’s ~3,900 employees (union and non-union), that were deployed to 115 locations worldwide.
  - Provided field team technical manpower and material support, component spares and repairs (at all levels of fixed/rotary wing aviation/engines and armored vehicles/heavy equipment), to DOD and commercial customers.
  - Profit and loss responsibility for LMLM - annual sales - \$248M.
- **Director, Business Development Management, and Administrative Services**, Lockheed Martin Air Logistics Center, Greenville, SC – March ‘99 to May ‘99.
  - Responsible for the management of the enterprise’s proposal preparation center, five-year plan, capture teams, administrative staff, and budget.
- **Manager, Business Development Operations**, Raytheon Technical Services Company, Indianapolis, IN – January ‘98 to March ‘99.
  - Responsible for marketing of technical services and logistics support – principal customer was NAVAIR, via a sole-source IDIQ. Annual sales were \$276M.

#### **December ‘97 – Raytheon Acquired Hughes**

- **Plant Manager, Hughes Air Warfare Center**, Indianapolis, IN – January ‘97 to January ‘98.
  - Responsible for the efficient running of the facility – 1.2M ft<sup>2</sup> engineering, depot, and manufacturing plant, with 2,200 employees.
    - Directly managed Procurement, including all source selection activities, HR, labor relations, security, plant maintenance, transportation, warehouse services, cafeteria/food services, DOD TS-SCI facilities, and work areas.
- **Manager, Hughes’ “Privatization” efforts at the Naval Air Warfare Center (NAWC)**, Indianapolis, IN – July ‘96 to January ‘97.
  - Managed Hughes’ “Privatization” of a USN facility that was closed by the BRAC. Facility became the Hughes Air Warfare Center in January ‘97, when all its employees and facilities were transferred (“privatized”) to Hughes Aircraft Co.

- **Resident Manager, Middle-East Marketing for Hughes Arabia Ltd.,** Riyadh, Saudi Arabia – July ‘93 to June ‘96.
  - Responsible for marketing F-15 radar, reconnaissance, and associated munitions products, to include component spares and repairs. Also, represented General Motors in Kingdom (GM owned Hughes).

### **United States Air Force**

- May ‘66 to June ‘93 - completed military service in the grade of colonel.
- **Principal Duty Assignments and Locations:**
  - Pilot – Tactical and Special OPS aircraft, at various U.S. and Overseas locations.
  - Aircraft and Avionics Maintenance Officer – Fighter Aircraft at various U.S. and Overseas locations.
  - Pentagon Plans and Programs Officer working the USAF’s POM and budget submission.
  - Deputy Director for Aircraft Maintenance – Tactical Air Command (TAC) HQ.
  - Exchange Officer with the French Air Force (FAF) – Paris, France.
    - Graduate of FAF Air War College and the French Joint War College.
      - Successfully completed juried thesis in French.
  - USAF Member of Drug Enforcement Administration (DEA) Country Team - Bogotá, Colombia.
    - At the request of the U.S. State Department, secured OV-10 and C-130B aircraft for the Colombian AF, and refurbished turbo-prop C-47 aircraft for the Colombian National Police.
  - Commander – Aircraft Maintenance Squadrons in U.S. and overseas Fighter Wings.
  - Chief of Maintenance – Korea (F-16s), and Langley AFB, VA (F-15s).
  - Deputy Director, F-15 System Program Office (SPO), Warner Robins Air Logistics Center, GA.
    - USAF officer-in-charge and Program Manager of a 72 F-15S aircraft sale to the Royal Saudi AF - \$9.4B LOA – managed all source selection processes.
    - Managed F-15 Depot/Mod Program - ~79 F-15s in work at any given time.
- **Key Work Experience:**
  - Aircraft and engine maintenance and mods – Flightline to Depot level.
  - Foreign Military Sales (FMS), and mod programs – Middle East, Europe, Japan and Central and South America.
    - Conversant with ITAR and FMS processes and “rules.”
- **Overseas Assignments:**
  - Vietnam-Laos, Thailand, England, Korea, Colombia, and France.
- **Principal Military Schools:**
  - USAF Pilot training, Intermediate Service Schools, and Aircraft Maintenance courses.
  - French Air and Joint War Colleges.
  - Defense Security Assistance Institute.

- Defense Language Institute: French & Foreign Service Institute: Spanish.
- **Honors**
  - Eagle Scout.
  - Colombia Air Force Cross – Level *Commander*.
  - USAF *General Lew Allen Award* for best sortie production in the entire USAF.
  - DOD combat awards.
- **Security Clearance**
  - Current DOD SECRET clearance.
- **Contact information:**
  - 910-295-3611
  - [cdjonesatcandl@aol.com](mailto:cdjonesatcandl@aol.com)
  - 930 Water Oak Place  
Vass, NC 28394

Current as of 10/17

**Agenda Item:** IX.B.  
**Meeting Date:** 08/07/2018

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/31/2018  
**SUBJECT:** Appointments / Library Board of Trustees

**REQUEST:**

Appoint two members to the Library Board of Trustees.

**BACKGROUND:**

Current terms of service for trustees Joanna King and Susan Zucchini expire this month. Ms. King has served one partial term and wishes to continue service. She also currently serves on the Sandhills Regional Library Board of Trustees, a requirement of which is to serve as a local trustee. Ms. Zucchini has served multiple terms and desires reappointment. This would require a term waiver, which has been requested by the Library Director.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointments and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Joanna King to the Library Board of Trustees for a three-year term expiring August 31, 2021.

Make a motion to waive the term limit and reappoint Susan Zucchini to the Library Board of Trustees for a three-year term expiring August 31, 2021.

**ATTACHMENTS:**

Term Limit Waiver Request Letter from Library Director  
Appointment Applications on File

**MOORE COUNTY LIBRARY**  
P.O. BOX 400  
CARTHAGE, NORTH CAROLINA 28327-0400  
TELEPHONE 947-5335  
*MEMBER OF THE SANDHILL REGIONAL LIBRARY SYSTEM*

July 25, 2018

Laura Williams  
Clerk to the Moore County  
Board of Commissioners  
1 Courthouse Square  
Carthage, NC 28327

Re: Appointment to the Moore County Library Board of Trustees

Dear Laura:

The term for one of our current board members, Susan Zucchini, is set to expire next month. Ms. Zucchini has served several consecutive terms and, according to the bylaws governing the board, may not serve for another.

However, the bylaws also state that the Board of Commissioners has the authority to waive that rule when considered essential. I would like to argue that Ms. Zucchini is indeed essential to the current board.

Ms. Zucchini has been actively involved in library matters over the course of her terms. In addition to being a frequent library user and volunteer, she is a reading teacher at a local school. Her contacts and experience are an invaluable resource.

The current slate of board members has demonstrated its support for library services, and has shown a commitment to the public oversight of the library. Removal of Ms. Zucchini would, in my view, prove detrimental to the leadership and enthusiasm demonstrated by the current board. Therefore, I would ask the Board of Commissioners to give serious consideration to re-appointing Ms. Zucchini at their earliest convenience.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Alice Thomas, Director  
Moore County Library

**Moore County  
Advisory Board/Committee Appointment Application**

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**County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327**

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

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|---|--|--|
| <input type="checkbox"/> ABC Board                    | <input type="checkbox"/> Fire Commission             | <input type="checkbox"/> Recreation Advisory Board   |
| <input type="checkbox"/> Aging Advisory Council       | <input type="checkbox"/> Health Board                | <input type="checkbox"/> RSVP Advisory Council       |
| <input type="checkbox"/> Airport Authority            | <input type="checkbox"/> Human Resources Appeals     | <input type="checkbox"/> Sandhills Center Area Board |
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| <input type="checkbox"/> Animal Operations Board      | <input type="checkbox"/> Juvenile Crime Prevention   | <input type="checkbox"/> Subdivision Review Board    |
| <input type="checkbox"/> Board of Adjustment          | <input checked="" type="checkbox"/> Library Trustees | <input type="checkbox"/> Tax Equalization/Review     |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning    | <input type="checkbox"/> Transportation Services     |
| <input type="checkbox"/> Community College Trustees   | <input type="checkbox"/> Nursing/Adult Care Home     | <input type="checkbox"/> Workforce Development       |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Planning Board              |  |

**NAME** (Rev.) Rose Highland-Sharpe

**MAILING ADDRESS** PO Box 4653, Pinehurst, NC 28374

**HOME PHONE** 919-498-2187      **WORK/MOBILEPHONE** 910-528-0718

**EMAIL** rosehighlandsharpe@gmail.com      **OCCUPATION** Retired community college

**BACKGROUND QUALIFICATIONS:**

- Collaborated with Moore Co Library over 20 years as storyteller, career presenter for job seekers and home schooled youths, and advisor to job seekers.
- Assisted with library programs for Taylortown, NC.
- Recruiter/instructor/test administrator and public speaker (Sandhills Community College)
- TV/Radio Host-Producer (Town Talk TV)
- Professional Storyteller/Career Presenter
- Minister for nursing
- Musician/minister for <sup>home</sup> area churches

**SIGNATURE** (Rev.) Rosetta "Rose" Highland-Sharpe      **DATE** 6-14-2017

# Rose Highland-Sharpe

PO Box 4653, Pinehurst, NC 28374. [rosehighlandsharpe@gmail.com](mailto:rosehighlandsharpe@gmail.com)  
(H) 919-498-2187, (C) 910-528-0718. LinkedIn: Rose Highland-Sharpe  
<https://www.linkedin.com/in/rose-highland-sharpe-ma-7b50892b>  
"Rose Highland-Sharpe YouTube Channel"

## **PROFESSIONAL SUMMARY: Expert Speaker-Storyteller-Presenter-Broadcaster-Edutainer**

Talented, creative, articulate, accomplished, seasoned professional with extensive experience educating, motivating, and inspiring adults and children through teaching programs utilizing storytelling, motivational speaking, and broadcasting presentations desiring to serve an organization that provides educational, career, and/or communications/media needs.

## **EXPERIENCE**

### **Radio Announcer/Voice-over/PSAs for Area Radio Stations, Voice-over/PSAs, Southern Pines and Sandhills Area of NC**

31 years providing voice-over/public service announcements for area radio stations including WMFA/1400 AM, Raeford, NC and WIOZ/102.5 FM, Southern Pines, NC promoting educational and non-profit organizations. At WEEB/990 AM, Southern Pines, NC, worked as gospel music program host/announcer and program director Sunday mornings; played music CD's and programs from computer; coordinated and announced community and church news; operated electronic-computer controls; answered queries of listeners; trained interns; made public appearances as emcee; procured advertisers and ministries for time slots. Worked as paid intern/part-time news reporter/announcer one summer at WLXN-AM/WWGL-FM, Lexington, NC. Served (initial training) at WNAA, 90.1 FM at N.C. A & T State University, Greensboro, NC as gospel and jazz music announcer.

### **TV Host for Town Talk TV, WYBE-TV, Time Warner Cable 3 Highland Communications via Muirfield Broadcasting, Southern Pines, NC and WBF-TV 46, Sanford, NC**

Over 20 years of providing television interviews with non-profit agencies, faith-based organizations, and individuals with informative and inspirational stories; procuring stories-interviews, videotaping (interviews and events), producing, and editing video; writing and recording Public Service Announcements for airing.

### **Storyteller/Edutainer, Public Schools, Libraries, Non-profit Agencies, Civic Groups, Sandhills area, NC**

Over 25 years of providing original storytelling and the re-telling of familiar children's stories for youths and adults which includes "Africa to America: The Roots of the Music We Have Today" (created by Rose Highland-Sharpe in 1988). The edutainment performances have been presented for professional groups including social service case workers, adult education instructors and public school teachers. The performances, including interactive music-song-dance presentations, have been presented to nursing homes residents, pre-school children, mentally challenged/emotionally challenged adults and youths (including exceptional students in Moore County Schools, and UNC Hospital School's students), civic-club groups, and to youths of all ages.

**Assistant Pastor/Youth Director/Choir Director-Musician, Galilee Missionary Baptist Church, Taylortown, NC and Area Churches the Sandhills Area of NC**

Over 25 years serving area churches, nursing homes, and outreach ministries providing sermons; prayer services; Bible studies; storytelling; motivational presentations; and music presentations via piano-keyboard playing, singing, and inspirational dance (interactive).

**Recruiter for College & Career Readiness/Tester/ Instructor/Speaker for Speakers Bureau Sandhills Community College, Pinehurst, NC**

Over 24 years of providing and improving recruitment strategies via developing techniques targeting perspective students per meetings at “help” agencies and events, through preparing (and recording as needed for radio/TV) public service announcements for radio/TV/newspaper, and by connecting with community and faith-based organizations; provided High School Equivalency and Orientation testing as needed; made presentations as speaker for Speakers Bureau for civic groups, clubs, and for agencies' clients (motivational, fun, and storytelling-type presentations); trained other recruiters as needed individually and in groups; for 12 years, taught adult basic education, H.S.E., Compensatory Education (for developmentally challenged adults), and English as a Second Language with community college system.

## **EDUCATION**

**MA in Theological Studies; Liberty University Seminary, Lynchburg, VA**

**BA in Psychology and Advanced Undergrad and Graduate Work in Psychology; University of North Carolina at Chapel Hill, Chapel Hill, NC**

**Completed Graduate Courses at UNC-Greensboro, Southeastern Baptist Theological Seminary-Wake Forest, and Shaw University Divinity School, NC.**

## **AWARDS**

Received Community Service Award per Sandhills Community College, and several awards from partner agencies over 20 years: Moore County NC Works Career Center, Moore County Head Start, Moore County Schools, and Moore County Library System.

## **ASSOCIATIONS**

UNC-Chapel Hill Alumni Association Life Member; continue to serve on UNC Alumni Homecoming Inspirational Service Committee and as videographer. Served on committees and/or boards with Sandhills Community Action Program, Wheels to Work (Family Promise Interfaith), Moore County 4-H, Moore County Head Start, Moore County Schools, Moore County Library System, Moore County Arts Council, and United Way of Moore County. Continue to serve with library, literacy, and job seeker/career programs.

## **ADDITIONAL SKILLS**

Proficient in training, providing customer service, and data entry; and proficient in performing computer functions (keyboarding, etc.), developing reports, organizing events, filing and keeping records, and teaching math and reading.

**Agenda Item:** IX.C.  
**Meeting Date:** 08/07/2018

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/30/2018  
**SUBJECT:** Appointments / Planning Board

**REQUEST:**

Appoint member to the Moore County Planning Board.

**BACKGROUND:**

Planning Board member David Lambert's term expires August 31. Mr. Lambert desires consideration for reappointment.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint a member to the Moore County Planning Board for a three-year term commencing September 1, 2018 and expiring August 31, 2021.

**ATTACHMENTS:**

Appointment Applications in Addition to Mr. Lambert

**Moore County  
Advisory Board/Committee Appointment Application**

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov).

**County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327**

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> ABC Board                          | <input type="checkbox"/> Fire Commission                    | <input checked="" type="checkbox"/> Planning Board             |
| <input type="checkbox"/> Aging Advisory Council             | <input type="checkbox"/> Human Resources Appeals Committee  | <input type="checkbox"/> Sandhills Center Area Board           |
| <input type="checkbox"/> Airport Authority                  | <input type="checkbox"/> Jury Commission                    | <input type="checkbox"/> Social Services Board                 |
| <input type="checkbox"/> Animal Cruelty Investigator        | <input type="checkbox"/> Juvenile Crime Prevention Council  | <input type="checkbox"/> Subdivision Review Board              |
| <input type="checkbox"/> Board of Adjustment                | <input type="checkbox"/> Library Trustees                   | <input type="checkbox"/> Tax Equalization & Review Board       |
| <input type="checkbox"/> Board of Health                    | <input type="checkbox"/> Local Emergency Planning Committee | <input type="checkbox"/> Transportation Advisory Board         |
| <input type="checkbox"/> Community College Trustees         | <input type="checkbox"/> Nursing/Adult Care Home CAC        | <input type="checkbox"/> Voluntary Agricultural District Board |
| <input type="checkbox"/> Convention & Visitors Bureau Board | <input type="checkbox"/> Parks & Recreation Advisory Board  | <input type="checkbox"/> Workforce Development Board           |

1. Planning Board
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**NAME** Lassie L. (Ian) Scott

**MAILING ADDRESS** 530 Scott Road Cameron NC

**HOME PHONE** 9193565467 **WORK/MOBILE PHONE** 9193565467

**EMAIL** iscott@sanfordcontractors.com **OCCUPATION** Engineer

**BACKGROUND QUALIFICATIONS**

BS in Civil Engineering from NC State 1996

Serve on the Joint roadway Committee with NCDOT for +/- 10 years

Have been working in the area since 1991 with Sanford Contractors on various projects across the

**SIGNATURE**  **DATE** 06/26/2018

**Williams, Laura**

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**From:** SeamlessDocs <noreply@seamlessdocs.com>  
**Sent:** Tuesday, June 26, 2018 7:28 AM  
**To:** Williams, Laura  
**Subject:** [Moore County, NC] Moore County Advisory Board/Committee Appointment Application  
**Attachments:** APPOINTMENT\_APPLICATION\_\_D6JN1oI72VQVIy.pdf



This document has been sent on behalf of Moore County, NC by SeamlessDocs.

## Form Submission

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### Moore County Advisory Board/Committee Appointment Application

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#### APPOINTMENT APPLICATION

**Name**

Lassie L. (Ian) Scott

**Mailing Address**

530 Scott Road Cameron NC

**Home Phone**

9193565467

**Work/Mobile Phone**

9193565467

**Email**

[iscott@sanfordcontractors.com](mailto:iscott@sanfordcontractors.com)

**Occupation**

Engineer

**Background Qualifications**

BS in Civil Engineering from NC State 1996 Serve on the Joint roadway Committee with NCDOT for +/- 10 y area since 1991 with Sanford Contractors on various projects across the different municipalities and environment Sanford Contractors since 2010 overseeing all work in our Site Division Moore County native looking to give help our County continue to grow and thrive for our future generations. With 27+ years in the construction industry a construction and engineering perspective.

**checkbox\_jM5**

**Moore County  
Advisory Board/Committee Appointment Application**

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- |   |  |  |
|---|--|--|
| <input type="checkbox"/> ABC Board                    | <input type="checkbox"/> Fire Commission               | <input type="checkbox"/> Recreation Advisory Board   |
| <input type="checkbox"/> Aging Advisory Council       | <input type="checkbox"/> Health Board                  | <input type="checkbox"/> RSVP Advisory Council       |
| <input type="checkbox"/> Airport Authority            | <input type="checkbox"/> Human Resources Appeals       | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer       | <input type="checkbox"/> Jury Commission               | <input type="checkbox"/> Social Services Board       |
| <input type="checkbox"/> Animal Operations Board      | <input type="checkbox"/> Juvenile Crime Prevention     | <input type="checkbox"/> Subdivision Review Board    |
| <input type="checkbox"/> Board of Adjustment          | <input checked="" type="checkbox"/> 1 Library Trustees | <input type="checkbox"/> Tax Equalization/Review     |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning      | <input type="checkbox"/> Transportation Services     |
| <input type="checkbox"/> Community College Trustees   | <input type="checkbox"/> Nursing/Adult Care Home       | <input type="checkbox"/> Workforce Development       |
| <input type="checkbox"/> Convention & Visitors Bureau | <input checked="" type="checkbox"/> 2 Planning Board   |  |

**NAME** JOANNA KING

**MAILING ADDRESS** 502 Summit St, Carthage NC 28327

**HOME PHONE** 910-773-0037      **WORK/MOBILE PHONE** 518-657-1987

**EMAIL** joanna.k.king@gmail.com      **OCCUPATION** stay-at-home mother

**BACKGROUND QUALIFICATIONS**

- 1) Parent of 2 children, library patron
- 2) Masters in Regional Planning, SUNY Albany; Senior planner, Capital Dist. Regional Planning Comm. (2008-14)

**SIGNATURE** Joanna King      **DATE** 10/21/16