**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, SEPTEMBER 4, 2018**

**REGULAR MEETING**

**CALL TO ORDER**

**4:30 P.M. – CLOSED SESSION –** *if needed*

**5:30 P.M. – INVOCATION –** *Rev. Chuck Vickers, First Baptist Church of Pinehurst*

**PLEDGE OF ALLEGIANCE –** *Matt Garner, Deputy Director, Moore County Health Department*

**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**

A. Sandhills Center Quarterly Fiscal Report *(Caroline Xiong)*

**IV. RECOGNITIONS**

A. Drug Free Moore County – National Recovery Month Proclamation *(Karen Wicker / Matt Garner)*

**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: August 21, 2018 Regular Meeting/Closed Session
B. Tax Releases/Refunds – July 2018
C. Budget Amendments
D. Digital Learning Invoices for Moore County Schools
E. Transportation Advisory Board Bylaws Amendments
F. EMS Management & Consultants Contract Amendment No. 1
G. Deed of Dedication for Pinehurst Brewery
H. Resolution to Add Portion of Grandpap Road to State Maintenance System
I. Travel Reimbursement to Commissioner Gregory

## VI. PUBLIC HEARINGS

A. Public Hearing/Planning – Conditional Use Permit Request: 1305 Hulsey Road *(Debra Ensminger)*

## VII. OLD BUSINESS

## VIII. NEW BUSINESS

A. Sheriff – Request for Sole Source Justification Approval and Authorization to Purchase an iRecord Universe IP Turnkey Video Recording System *(Brock Holder)*

B. Public Works – Request for Approval of Consulting Services Contract Amendment *(Chad Beane)*

C. Public Works – Request for Partial Release of Easement for Encroachment at Lot 2 in CCNC *(Randy Gould)*

D. Public Works – Request for Approval of Vehicles Contract Amendment *(Randy Gould)*

E. Finance – Request for Adoption of Reimbursement Resolution for North Moore High School *(Caroline Xiong)*

## IX. APPOINTMENTS

A. Town of Cameron Planning Board ETJ

## X. ADDITIONAL AGENDA

## XI. MANAGER'S REPORT

## XII. COMMISSIONERS' COMMENTS

## ADJOURNMENT

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

- **Partners Executive Board,** Thursday, September 6, 8:00am (Quis)
- **Board of Education,** Monday, September 10, 6:00pm (Ritt**er)**
- **Partners Full Board,** Tuesday, September 11, 8:00am (Gregory / Quis**)**
- **Airport Authority,** Tuesday, September 11, 10:00am (Gregory)
- **Sandhills Center Board,** Tuesday, September 11, 7:00pm (Ritter)
- **Pre-agenda,** Wednesday, September 12, 9:00am (Graham / Gregory)
- **Special meeting,** Wednesday, September 12, 10:00am
- **Fire Commission,** Thursday, September 13, 6:00pm (Ritter)
- **Regular Meeting,** Tuesday, September 18, closed session 4:30pm, open session 5:30pm
- **DSS Board,** Wednesday, September 19, 3:00pm (Graham)
- **Pre-agenda,** Wednesday, September 26, 9:30am (Graham / Quis)
- **CVB Board,** Thursday, September 27, 4:00pm (Quis)

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

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

1. *The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*

2. *Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*

3. *Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*

4. *Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*

5. *Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*

6. *Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*

7. *Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*

8. *Any applause will be held until the end of the Public Comment Period.*

9. *Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*

10. *Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*

11. *Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*

12. *Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

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

*Revised on the 7th day of April 2015.*

*Revised on the 7th day of February 2017.*

**Agenda Item:** III.A.
**Meeting Date: 09/04/18**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 27, 2018**

**SUBJECT:** **Quarterly Fiscal Report – Sandhills Center of MH/DD/SAS**

**PRESENTER:** **Caroline L. Xiong**

**REQUEST:**
Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2018.

**BACKGROUND:**
North Carolina General Statutes [122C-117(c)] requires Area Mental Health Directors and Finance Officers to provide quarterly reports of the area authority to each board member of County Commissioners. The 2006 General Assembly changed the statute to require the County Finance Officer to provide the quarterly report to the Board of County Commissioners at the regularly scheduled meeting of the Board Following the end of the quarter. The information is to be provided in a format prescribed by the County, but presented in person and read into the minutes at least twice annually.

**IMPLEMENTATION PLAN:**
Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2018.

**FINANCIAL IMPACT STATEMENT:**
None.

**RECOMMENDATION SUMMARY:**
Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2018.

**SUPPORTING ATTACHMENTS:**
Quarterly Fiscal Report for the period ending June 30, 2018 – Sandhills Center for MH/DD/SAS

# SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO


August 15, 2018

Ms. Caroline Xiong
Moore County Finance Officer
P O Box 905
Carthage, NC 28327

Dear Ms. Xiong:

Attached you will find a copy of the Sandhills Center Quarterly Fiscal Report for the period June 30, 2018. This required State Division of Mental Health, Developmental Disabilities and Substance Abuse Services Report has been sent, on a quarterly basis, to each of the County Managers and County Commissioners in the Sandhills Area for a number of years. Please note that a revision to G.S. 122C-117(c), enacted by the 2006 General Assembly, requires that this Report be sent directly to each County Finance Officer. More specifically, the revised Statute requires that: "The County Finance Officer shall provide the Quarterly Report to the Board of County Commissioners at the next regularly scheduled meeting of the Board."

A review of the attached June 30, 2018, Quarterly Fiscal Report indicates the following:

Actual Revenue = $ 313,391,046
Actual Expenditure = $ 319,275,657
Expenditure in Excess of Revenue = $ (5,884,611)

Should you have any questions on this Quarterly Fiscal Report, please feel free to contact myself or Hannah Brown (Finance Director).

Thank you for your assistance in addressing the requirements of our fiscal reporting requirements.

Sincerely,

Victoria Whitt
Chief Executive Officer

Attachment

cc: Wayne Vest, Moore County Manager
Otis Ritter, Moore County Commissioner

**Quarterly Fiscal Monitoring Report**
**For Year Ending June 30, 2018**

| Item | Medicaid Budget 2017-2018 | Medicaid Actual Year To Date | State Budget 2017-2018 | State Actual Year To Date | Total |
|---|---|---|---|---|---|
| **Revenues** | | | | | |
| Medicaid Pass Thru | 0 | 0 | 15,000 | 5,098 | 5,098 |
| Budgeted Fund Balance | | | | | |
| Other Local | | | 473,259 | 503,353 | 503,353 |
| **Total Local Funds** | 0 | 0 | 488,259 | 508,451 | 508,451 |
| County Appropriations (by County Including ABC Funds) | | | | | |
| Anson | 0 | 0 | 55,000 | 55,000 | 55,000 |
| Guilford | | | 9,674,000 | 9,674,000 | 9,674,000 |
| Harnett | | | 199,679 | 199,679 | 199,679 |
| Hoke | | | 58,000 | 58,000 | 58,000 |
| Lee | | | 240,000 | 240,000 | 240,000 |
| Montgomery | | | 60,775 | 60,775 | 60,775 |
| Moore | | | 303,546 | 303,546 | 303,546 |
| Randolph | | | 844,000 | 844,000 | 844,000 |
| Richmond | | | 142,500 | 142,500 | 142,500 |
| **Total County Funds** | 0 | 0 | 11,577,500 | 11,577,500 | 11,577,500 |
| Local Management Entity Systems Admin | 0 | 0 | 221,440 | 259,253 | 259,253 |
| Medicaid General Admin | 17,584,151 | 15,810,934 | | | 15,810,934 |
| Medicaid Mental Health/Substance Abuse Treatment Planning | 4,448,362 | 3,751,747 | | | 3,751,747 |
| Medicaid Intellectual/Developmental Disabilities Treatment Planning | 6,815,406 | 5,359,639 | | | 5,359,639 |
| Division of Medical Assistance Risk Reserve Funding | 5,486,153 | 5,414,320 | | | 5,414,320 |
| Division of Mental Health/Intellectual Developmental Disabilities/ Substance Abuse Services | | | 24,086,291 | 23,832,914 | 23,832,914 |
| Division of Medical Assistance Medicaid Capitation Funding | 240,060,877 | 239,969,057 | | | 239,969,057 |
| All Other State/Federal Funding | | | 7,339,482 | 6,907,231 | 6,907,231 |
| **Total State and Federal Funds** | 274,394,949 | 270,305,697 | 31,647,213 | 30,999,398 | 301,305,095 |
| Fund Balance | 4,689,075 | | 19,835,572 | 0 | |
| **Total Revenues** | 279,084,024 | 270,305,697 | 63,548,544 | 43,085,349 | 313,391,046 |
| **Expenditures** | | | | | |
| Local Management Entity Systems Admin | | | 4,422,457 | 3,425,632 | 3,425,632 |
| Intergovernmental Transfer | 1,924,822 | 1,924,822 | | | 1,924,822 |
| Medicaid General Admin | 18,284,312 | 16,575,764 | | | 16,575,764 |
| Medicaid Mental Health/Substance Abuse Treatment Planning | 5,635,283 | 5,014,435 | | | 5,014,435 |
| Medicaid Intellectual/Developmental Disabilities Treatment Planning | 7,692,576 | 6,904,731 | | | 6,904,731 |
| Medicaid Risk Reserve | 5,486,153 | 0 | | | 0 |
| Medicaid Provider Payments | 240,060,877 | 231,693,065 | | | 231,693,065 |
| State/Local Provider Payments | | | 51,786,606 | 46,829,977 | 46,829,977 |
| All Other State/Federal Provider Payments | | | 7,339,482 | 6,907,231 | 6,907,231 |
| **Total Expenditures** | 279,084,023 | 262,112,817 | 63,548,545 | 57,162,840 | 319,275,657 |
| **Change In Cash Balance** | | 8,192,880 | | -14,077,491 | -5,884,611 |

[signature] 8-14-18 Hannah Brown 8-14-18 [signature] 8-14-18

LME-MCO Director Date LME-MCO Finance Director Date Area Board Chair Date

cc: County Manager for each county within the catchment area.

**Agenda Item:** IV.A.
**Meeting Date: 09/04/2018**

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

**FROM: Drug Free Moore County**

**DATE: September 4, 2018**

**SUBJECT: Recovery Month Proclamation**

**REQUEST:**

Sign and support proclamation for National Recovery Month.

**RECOMMENDATION SUMMARY:**

Make a motion to proclaim September 2018 as National Recovery Month and authorize the Chair to sign the proclamation.

**ATTACHMENTS:**

Proclamation

# Proclamation

## County of Moore

North Carolina

## NATIONAL RECOVERY MONTH

## *September 2018*

### *Join the Voices for Recovery: Strengthen Families and Communities*

**Whereas,** Mental health and substance use disorders affect all communities nationwide. With commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. Across the country, people in recovery are celebrating their successes and sharing them with others in an effort to educate the public about treatment, how it works, for whom, and why.

**Whereas,** Prevention and adequate recovery resources for mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; treatment is effective, and people can recover.

**Whereas,** we must encourage relatives and friends of people with substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services. And we must provide enough resources throughout the county to serve those in need.

**Whereas,** the impact of substance use disorders is apparent in our local community and the disease of addiction is not going away without proper understanding and support of this disease. Our hospital and private practice physicians, our law enforcement and our court system all struggle with providing necessary care for recovery. Drug related deaths in Moore County have risen. Approximately 90% of those arrested and incarcerated have or have had substance use disorder

The number of women who are affected by substance use disorders is also rising, far exceeding the use by men. The effect on children who are growing up in homes where the disease of addiction is active is having a major impact on their risk for a successful future.

Death from overdose is far exceeding those deaths by motor vehicle accidents statewide. There is a rise in Hepatitis C in Moore County due to increase use of sharing needles. During the local Community Health Assessment survey respondents report substance abuse as the leading unhealthy behavior with the largest impact on Moore County citizens.

**Whereas,** To help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services(HHS), the Substance Abuse and Mental Health Services Administration(SAMHSA), the White House of National Drug Control Policy(ONDCP), and Drug Free Moore County invite all residents of Moore County to participate in National Recovery Month. Participate by learning more about the disease of addiction and mental health.

**Now, therefore, we, County Commissioners of Moore County, North Carolina, are asking the citizens of Moore County to join, in celebrating this September 2018 as National Recovery Month.** We call upon our community to observe this month with events that support this year's theme, "Join the Voices for Recovery: Strengthen Families and Communities.

In Witness Whereof, I have hereunto set my hand this fifteenth day of August, in the year of our Lord, two thousand seventeen, and of the Independence of the United States of America the two-hundred and forty second.

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_____

_____

_____

_____

V.A.
09/04/2018

**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 21, 2018**

**REGULAR MEETING, 4:30 PM**

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The Moore County Board of Commissioners convened for a Regular Meeting at 4:30 p.m., Tuesday, August 21, 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

**********

Chair Graham called the meeting to order at 4:30 p.m.

Upon motion made by Commissioner Quis, seconded by Vice Chair Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(6). At 4:57 p.m., upon motion made by Commissioner Quis, seconded by Vice Chair Ritter, the Board voted 5-0 to come out of closed session and seal the minutes. Chair Graham reported no action was taken. Upon motion made by Commissioner Quis, seconded by Vice Chair Ritter, the Board voted 5-0 to recess and reconvene at 5:30 p.m.

The Board reconvened at 5:30 p.m. Reverend Matt Brogli of Eagle Springs Baptist Church offered the invocation and Register of Deeds Judy Martin led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

Mr. Kevin Lewis discussed the one-quarter cent sales and use tax to be on the November ballot.

Chair Graham recognized Board of Education members present.

**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: August 7, 2018 Regular Meeting
Budget Amendments
Local Educational Bonds – 2018 Bond Referendum Capital Project Ordinance Revision 1

The budget amendments and revised project ordinance are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

**PUBLIC HEARINGS**

**Call to Public Hearing/Planning – Conditional Use Permit Request: 1305 Hulsey Road**

Planning Director Debra Ensminger requested the Board call a public hearing, which would be of a quasi-judicial nature, regarding a Conditional Use Permit request, and she briefly reviewed the case. Upon motion made by Commissioner Gregory, seconded by Commissioner Quis, the Board voted 5-0 to call for a public hearing on September 4, 2018 at 5:30pm for a Conditional Use Permit for a school located on the same lot as a church, of an approximate 10.44 acre parcel, located at 1305 Hulsey Road.

**Call to Public Hearing/Planning – Text Amendments to Unified Development Ordinance**

Planning Director Debra Ensminger requested the Board call a public hearing regarding proposed text amendments to the Unified Development Ordinance. Upon motion made by Vice Chair Ritter, seconded by Commissioner Gregory, the Board voted 5-0 to call for a public hearing on September 4, 2018 at 5:30pm to consider the request for Unified Development Ordinance text amendments.

**Register of Deeds – Request for Approval of Contract with Courthouse Computer Systems, Inc.**

Register of Deeds Judy Martin requested the Board's approval of a contract with Courthouse Computer Systems, Inc., the sole source provider, for expansion of the online Consolidated Land Records Index. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to award the contract for services to Courthouse Computer Systems, Inc. and approve as a sole source provider of services to be rendered.

**Public Works – Request for Approval of Contract for SCADA System**

Public Works Director Randy Gould requested approval of a contract with Instrumentation Services, Inc. as a sole source vendor for the Supervisory Controls and Data Acquisition (SCADA) system for seven wells, two booster pump stations, one elevated tank, and at the new storage yard. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to award and approve a construction contract with Instrumentation Services, Inc. as a sole source vendor, in the amount of $139,800 for the SCADA system for seven wells, two booster pump stations, one elevated tank and at the new storage yard, and authorize the Chair to sign the same. Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to authorize the County Manager or his designee to sign construction change orders with Instrumentation Services, Inc. for up to $10,000 each contingent upon approval by the County Attorney's Office.

**Public Works – Request for Approval of Contract for Vacuum Trailer**

Public Works Director Randy Gould requested the Board's approval of a contract for a vacuum trailer for the Water Pollution Control Plant. Upon motion made by Commissioner Daeke, seconded by Commissioner Quis, the Board voted 5-0 to award and approve the purchase contract to Jet-Vac Equipment Company for a Pacific Tec vacuum trailer in the amount not to exceed $121,348.15, which includes sales tax in the amount of $7,673.07, and authorize the Chair to sign.

**Administration – Request for Consideration of Resolution Supporting the Approval of the One-Quarter Cent Sales Tax Referendum**

County Manager Wayne Vest presented for the Board's consideration a resolution in support of the approval of a one-quarter cent sales and use tax, which the Board had previously voted to place on the November 6, 2018 ballot, and the proceeds of which the Board had by resolution designated for Moore County Schools capital construction projects. Commissioner Daeke recommended amendments to the resolution, which were discussed by the Board. The amendments were 1) to include a statement that the tax would not apply to gas, prescription drugs, or unprepared food, 2) to clarify that the proceeds would be used to pay *only* for Moore County Schools capital construction projects, and 3) to include a statement that the tax would eliminate $2.5 -$3 million that would otherwise have to be generated through the property tax. Upon motion made by Commissioner Daeke, seconded by Vice Chair Ritter, the Board voted 5-0 to approve the resolution as amended. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix C.

**Administration – Request for Approval Authorizing the Upset Bid Process for 3 Deerwood Lane**

County Manager Wayne Vest requested the Board's approval of a resolution authorizing the upset bid process for 3 Deerwood Lane. He reviewed information regarding the property and its value and shared that an offer of $235,000 had been received for its purchase. Upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the resolution acknowledging receipt of the offer of $235,000 and authorizing the upset bid process, and authorize the Chair to sign all necessary documents. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix D.

**APPOINTMENTS**

**Juvenile Crime Prevention Council**

Upon motion made by Chair Graham, seconded by Commissioner Quis, the Board voted 5-0 to appoint David Lambert to the Juvenile Crime Prevention Council as a commissioner appointee member for a two-year term commencing September 1, 2018 and expiring August 31, 2020.

**Sandhills Center Board of Directors**

Upon motion made by Vice Chair Ritter, seconded by Chair Graham, the Board voted 5-0 to reappoint Matthew Rothbeind to the Sandhills Center Board of Directors for an additional three-year term expiring August 31, 2021.

**Workforce Development Board**

Upon motion made by Commissioner Quis, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint John Lowery to the Workforce Development Board for an additional three-year term expiring August 31, 2021.

**MANAGER'S REPORT**

County Manager Wayne Vest shared that the bond issuance was held earlier in the day for the new Aberdeen Elementary project. He said thirteen bids were received and Citigroup was the low bidder at 2.94%. Mr. Vest shared also that the County had recently been through two rating agency calls and received a rating upgrade

from Standard and Poor's. He thanked the County's financial advisors and bond counsel for their guidance through the process.

**COMMISSIONERS' COMMENTS**

Commissioner Daeke offered complimentary comments regarding the recent back-to-school kick-off events held at Pinecrest, Union Pines, and North Moore High Schools.

Commissioner Gregory expressed his pleasure regarding the County's recent bond rating upgrade by Standard and Poor's. He also said he was impressed by the school kick-off events. He commended the Board of Education and thanked them.

Chair Graham stated her agreement with Commissioner Gregory's comments and said they also owed a debt of gratitude to the teachers. On behalf of the Board, she publicly expressed thanks to all teachers across Moore County. Also, Chair Graham shared that she had asked County Manager Vest to get a list of counties that had passed the quarter cent sales tax, noting that some nearby, such as Randolph, had approved the tax, which she had not even noticed when shopping in that area. Chair Graham thanked everyone present for being at the meeting.

**ADJOURNMENT**

There being no further business, upon motion made by Vice Chair Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the August 21, 2018 regular meeting of the Moore County Board of Commissioners at 6:07 p.m.

_____
Catherine Graham, Chair

_____
Laura M. Williams, Clerk to the Board

**Agenda Item:** V.B.
**Meeting Date:** 09/04/2018

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Gary E. Briggs, Tax Administrator GB

**DATE:** August 27, 2018

**SUBJECT:** Tax Releases/Refunds – Month of July 2018

**PRESENTER:** Gary Briggs

**AGENDA PLACEMENT:** Consent Agenda

**REQUEST:**

24 real/personal/motor vehicle releases totaling $11,721.50
27 real/personal/motor vehicle relief-refunds totaling $4,402.80

197 releases/refunds of less than $100 each totaling $6,291.27 were sent to the County Finance Officer for approval.

**BACKGROUND:**

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

**IMPLEMENTATION PLAN:**

Through month-end procedures and by Tax Department Staff.

**FINANCIAL IMPACT STATEMENT:**

Total - $16,124.30 (breakdown attached)

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

Release/Refund Requests
Resolutions

**RESOLUTION AUTHORIZING AND APPROVING**

**(CURRENT) RELEASES AND REFUNDS BY THE**

**TAX ADMINISTRATOR**

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

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

Adopted this the _____ day of _____, 2018.

_____
Catherine P. Graham, Chair

ATTEST:

_____
Laura M. Williams
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING**

**(DELINQUENT) RELEASES AND REFUNDS BY THE**

**TAX ADMINISTRATOR**

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

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

Adopted this the _____ day of _____, 2018.

_____
Catherine P. Graham, Chair

ATTEST:

_____
Laura M. Williams
Clerk to the Board

# REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE
# RELEASES
# OVER - $100
# July-18

| BILL YEAR | BILL NUMBER | NAME | REASON | AMOUNT |
|---|---|---|---|---|
| 2018 | 14627 | BRANCH BANKING AND TRUST CO | ORDER OF PROPERTY TAX COMMISSION | $1,079.91 |
| 2017 | 6589 | DAVIS, SCOTTIE GENE | MOBILE HOME DOUBLE-BILLED | $194.54 |
| 2018 | 6434 | DAVIS, SCOTTIE GENE | MOBILE HOME DOUBLE-BILLED | $184.87 |
| 2018 | 25176 | ELDRIDGE, JAMES RAYMOND | PARCEL COMBINED WITH PAR ID #00017076 | $168.00 |
| 2017 | 1000466 | GRIMM, FREDDIE M & GRIMM, JOHN DAVID | WRONG PARCEL TRANSFERRED-PUV REMOVED | $116.03 |
| 2017 | 1000467 | GRIMM, FREDDIE M & GRIMM, JOHN DAVID | WRONG PARCEL TRANSFERRED-PUV REMOVED | $116.03 |
| 2017 | 1000468 | GRIMM, FREDDIE M & GRIMM, JOHN DAVID | WRONG PARCEL TRANSFERRED-PUV REMOVED | $114.85 |
| 2018 | 56767 | KING, MATTHEW K | WRONG PARCEL TRANSFERRED-PUV REMOVED | $117.21 |
| 2017 | 1000511 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $478.53 |
| 2017 | 1000512 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $474.44 |
| 2017 | 1000514 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $467.76 |
| 2017 | 1000515 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $463.77 |
| 2017 | 1000513 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $462.17 |
| 2017 | 1000516 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $451.77 |
| 2017 | 1000508 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $193.46 |
| 2017 | 1000509 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $191.81 |
| 2017 | 1000510 | MANESS, JAMES DOYLE | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $186.85 |
| 2018 | 66007 | MCKEE HOMES, LLC | DID NOT QUALIFY FOR BUILDERS EXEMPTION | $543.00 |
| 2018 | 2260 | MCPEAKE HOTELS INC | BILLED ONLY FOR LATE LIST -WILL REBILL | $204.25 |
| 2017 | 1000493 | PILSON, SUSAN | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $1,642.44 |
| 2017 | 1000494 | PILSON, SUSAN | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $1,628.41 |
| 2017 | 1000495 | PILSON, SUSAN | PROPERTY REINSTATED IN TO DEFERRED PROGRAM | $1,586.29 |
| 2018 | 66212 | RUSSELL, JONATHAN T | IMPROVEMENTS BILLED ON A VACANT LAND | $253.79 |
| 2018 | 66269 | TOWN OF ROBBINS | PROPERTY IS TAX EXEMPT | $401.32 |
| | | | **TOTAL** | **$11,721.50** |

# VTS/MUNIS MOTOR VEHICLES
# RELIEF - REFUNDS
# OVER - $100
## July-18

| Bill Year | Bill Number | Customer Name | Reason | Refund Amount |
|---|---|---|---|---|
| 2017 | VTS - 0028794664 | CARBAUGH, NANCY SUE | TAG SURRENDER | $116.03 |
| 2017 | VTS - 0032339946 | DALESSANDRO, JOHN M | MILITARY | $120.47 |
| 2017 | VTS - 0041906194 | GARVEY, ALESHA FAY | MILITARY | $128.19 |
| 2017 | VTS - 0041578985 | GINOS, ALEAH & JASON | MILITARY | $147.82 |
| 2017 | VTS - 0031724445 | GUY, DAVID LOWELL JR | TAG SURRENDER | $126.35 |
| 2017 | VTS - 0036695729 | HAINLEY, GARY LEE | TAG SURRENDER | $199.09 |
| 2018 | VTS - 0043445447 | HINEBORG, BRIAN CARL | MILITARY | $114.12 |
| 2017 | VTS - 0040567543 | JAMES LEACH INSURANCE AGENCY INC | TAG SURRENDER | $145.17 |
| 2017 | VTS - 0040690510 | JAMES LEACH INSURANCE AGENCY INC | TAG SURRENDER | $161.60 |
| 2017 | VTS - 0043081471 | KIRST, JONATHAN MICHAEL | TAG SURRENDER | $107.14 |
| 2017 | VTS - 0030817031 | KRUG, GLORIA MARTINEZ | TAG SURRENDER | $143.15 |
| 2017 | VTS - 0041385367 | LEE ELECTRICAL CONSTRUCTION INC | TAG SURRENDER | $174.27 |
| 2017 | VTS - 0042305322 | MAZZARULLI, JAMES | INCORRECT VALUE | $212.04 |
| 2018 | VTS - 0043695117 | MCDONALD, KELLY JOY | MILITARY | $105.67 |
| 2017 | VTS - 0035274088 | MOSES, JAMERSON WADE | MILITARY | $138.05 |
| 2017 | VTS - 0041929013 | MOSES, JAMERSON WADE | MILITARY | $306.91 |
| 2017 | VTS - 0026219257 | OCEUS NETWORKS INC | TAG SURRENDER | $131.53 |
| 2017 | VTS - 0041585228 | ONEAL, ALLEN | TAG SURRENDER | $125.62 |
| 2017 | VTS - 0035053191 | OSBORNE, BRIAN & AMY | TAG SURRENDER | $201.59 |
| 2017 | VTS - 0041174781 | PETERS, DIANA & JESSIE | MILITARY | $146.77 |
| 2017 | VTS - 0037854353 | ROBINSON, DAVID DIEM | MILITARY | $170.80 |
| 2017 | VTS - 0036914595 | ROBINSON, KYLE JEFFERY | MILITARY | $310.94 |
| 2017 | VTS - 0043144422 | SANFORD HONDA | TAG SURRENDER | $285.90 |
| 2017 | VTS - 0029780251 | STIEBELING, DEAN & JANETTE | TAG SURRENDER | $204.61 |
| 2017 | VTS - 0037773984 | TROTTER, WILLIAM ROBERT | MILITARY | $143.11 |

# VTS/MUNIS MOTOR VEHICLES
# RELIEF - REFUNDS
# OVER - $100
## July-18

| Bill Year | Bill Number | Customer Name | Reason | Refund Amount |
|---|---|---|---|---|
| 2017 | VTS - 0041021467 | WEAVER, CURTIS & LISA | TAG SURRENDER | $124.58 |
| 2017 | VTS - 0030007531 | WILSON, DAVID NEAL | TAG SURRENDER | $111.28 |
| | | | **TOTAL** | **$4,402.80** |

**Agenda Item:** V.C.
**Meeting Date: 09/04/2018**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **08/27/2018**

**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:

| | Department | Amount | Sources of Revenue | Justification | Journal |
|---|---|---|---|---|---|
| 1. | Public Safety Finance | $152,854 increase | Hazard Mitigation Grant (Reconstruction-PS191) | FEMA under project #4285-0016 for Mitigation Reconstruction of one residential structure | 30003 |
| 2. | Public Safety Finance | $660,533 increase | Hazard Mitigation Grant (Acquisition-PS192) | FEMA under project #4285-003-R acquisition & demolition of 6 structures | 30004 |
| 3. | Parks and Recreation | $6,198 increase | Parks and Recreation Tournament Revenue Account | Cover upcoming expenses in preparing for future tournaments | 30005 |

IMPLEMENTATION PLAN:
N/A

**FINANCIAL IMPACT STATEMENT:**
The overall effect is to increase/decrease the revenue and expenditures in the Multi-Year Grants for $819,585 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 |
|---|---|---|---|---|---|
| Public Safety/Finance - Hazard Mitigation Grant (Reconstruction - PS191) | | | | | |
| Revenue | 24032010 36151 PS191 | FEMA Grant Reconstruction | - | 152,854 | 152,854 |
| Expense | 24021010 53930 PS191 | FEMA Grant Reconstruction | - | 152,854 | 152,854 |

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

30003

# Budget Amendment Staff Report

**Department:** Public Safety/Finance

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

Increase $152,854

**Source(s) of Funding:**

Hazard Mitigation Grant (Reconstruction – PS191) – FEMA thru the NC Department of Public Safety, Division of Emergency Management

**Justification (please be specific):**

Grant funds have been received from FEMA under project # 4285-0016 for Mitigation Reconstruction of one residential structure. This grant is a result of Hurricane Matthew.

## Fiscal Year 2018/2019

| | Budget Line Item Number | | Budgeted Amount | Increase/ (Decrease) | Revised Budget |
|---|---|---|---|---|---|
| | Public Safety/Finance - Hazard Mitigation Grant (Acquisition - PS192) | | | | |
| Revenue | 24032010 36151 PS192 | FEMA Acquisition | - | 660,533 | 660,533 |
| Expense | 24021010 53930 PS192 | FEMA Acquisition | - | 660,533 | 660,533 |

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

# Budget Amendment Staff Report

**Department:** Public Safety/Finance

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

Increase $660,533

**Source(s) of Funding:**

Hazard Mitigation Grant (Acquisition – PS192) – FEMA thru the NC Department of Public Safety, Division of Emergency Management

**Justification (please be specific):**

Grant funds have been received from FEMA under project # 4285-003-R for acquisition and demolition of 6 structures. This grant is a result of Hurricane Matthew.

## Fiscal Year 2018/2019

| | Budget Line Item Number | | Budgeted Amount | Increase/ (Decrease) | Revised Budget |
|---|---|---|---|---|---|
| Parks & Recreation - Parks and Recreation Tournament Revenue Account | | | | | |
| Revenue | 24018033 35062 | Tournament Funds | 6,485 | 6,198 | 12,683 |
| Expense | 24032533 53952 | Tournament Funds | 21,059 | 6,198 | 27,257 |

Approved this _____day of_____, 2018

_____

Catherine Graham
Moore County Board of Commissioners

_____

Laura Williams
Clerk to the Board

# Budget Amendment Staff Report

**Department:**

Moore County Parks and Recreation Department

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

Increase of $6,198.00

**Source(s) of Funding:**

Parks and Recreation Tournament Revenue Account that has been accruing funds earned from previous Moore County Parks and Recreation tournaments, fees and donations.

**Justification (please be specific):**

Parks and Recreations current Tournament Revenue fund had available funds in the amount of $6,198.00. The Department is requesting that $6,198.00 be transferred to the Tournament Expense Account to cover upcoming expenses in preparing for future tournaments.

**Agenda Item:** V.D.
**Meeting Date: 09/04/18**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 27, 2018**

**SUBJECT:** **Digital Learning Invoices**

**PRESENTER:** **Caroline L. Xiong**

**REQUEST:**

Request the Board of Commissioners to approve the invoices for a total amount of $582,955.32 (includes sales tax of $33,405.51) submitted by Moore County School.

**BACKGROUND:**

During the budget process, $750,000 was allocated to Moore County School for Digital Learning, and $224,768 was carried forward from FY17/18 with a revised budget of $974,768. Currently, the available balance is $974,768.00. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

The County has already budgeted $974,768 in the Digital Learning budget in the General Fund.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the invoices as presented.

**SUPPORTING ATTACHMENTS:**

Invoice

Digital hearing 10034096 56264

WINTHROP

*Winthrop Resources Corporation*
*11100 Wayzata Boulevard, Suite 800, Minnetonka, MN 55305*
*952/936-0226 Fax: 952/936-0201*

RECEIVED
Aug 22 2018
FINANCIAL SERVICES

RECEIVED
AUG 17 2018
MCS FINANCE DEPT

Moore County Board of Education
5277 Highway 15-501 South
P.O. Box 1180
Carthage, NC 28327
Attn: Michael C. Griffin

Date : 08/10/2018
Invoice # : PT00005205

Account # : MO120114

| Description | Location | Amount | Tax | Total |
|---|---|---|---|---|
| 2018, NC, MOORE COUNTY | Moore County Board of Education in Vass, NC | $3,851.86 | $260.00 | $4,111.86 |
| | **Invoice Total :** | **$3,851.86** | **$260.00** | **$4,111.86** |
| | **Invoice Summary :** | | | **$3,851.86** |
| | | Sales Tax NC @ 6.75% | | $260.00 |
| **Total Amount due by 08/30/2018 :** | | | | **$4,111.86** |

Remit Payment To: Winthrop Resources Corporation
PO Box 650
Hopkins, MN 55343-0650

*Property Tax Due.*

*Payments received after the due date are subject to late charges which will accrue until such charges are invoiced. Payable in US dollars only.*

Please return this portion with payment

Winthrop Resources Corporation
11100 Wayzata Boulevard
Suite 800
Minnetonka, MN 55305
Account # : MO120114
Customer Name : Moore County Board of Education

Remit Payment To: Winthrop Resources Corporation
PO Box 650
Hopkins, MN 55343-0650

Invoice # : PT00005205
Due Date : 08/30/2018
Invoice Group Name : Main

8/21/18

*Please notify InvoiceSupport@WinthropResources.com with any address changes

**Invoice Total : $4,111.86**

Digital learning 10034096 56464



Dell Financial Services™

See reverse side for important contact information.

## Special Messages for MOORE COUNTY BOARD OF EDUCATION — Invoice Number: 79548467

**Finance the total solution**

At Dell Financial Services (DFS), we provide financing for Dell and non-Dell hardware, software, services and peripherals. To learn more, contact your Dell or DFS Account Manager.

## Contract Summary — Contract: 001-9000570-003

| Contract Number | Due Date | Current Charges | | Past Due | | Total Due |
|---|---|---|---|---|---|---|
| 001-9000570-003 | 08/01/18 | $9,162.38 | + | $0.00 | = | $9,162.38 |

| | | | |
|---|---|---|---|
| Invoice Date | June 16, 2018 | Business Segment | 030066 |
| Invoice Number | 79548467 | Billing Period | 08/01/18-07/31/19 |
| Contract Number | 001-9000570-003 | Credits/Payments received (-) *since last invoice | $8,937.74 |

005169 1/5

## Credits/Payments Since Last Invoice

| Contract Number | Invoice # | Description | Amount |
|---|---|---|---|
| 001-9000570-003 | | Credits/Payments | $8,937.74 |

## Summary of Current Charges

| Contract Number / Product Type | Sales Order / Purchase Order # | Description | TRANSACTION Amount | Tax | Total |
|---|---|---|---|---|---|
| 001-9000570-003 FAIR MARKET VALUE | PO# 8584727 | RENTAL | $8,372.56 | $565.14 | $8,937.70 |
| 001-9000570-003 FAIR MARKET VALUE | PO# 8584727 | PPT 2017 NC Moore Carthage | $210.31 | $14.37 | $224.68 |
| | | Total for 001-9000570-003 | $8,582.87 | $579.51 | $9,162.38 |
| | | Invoice Total | $8,582.87 | $579.51 | $9,162.38 |

## Detail Information

| Equipment Information | Equipment Location | Transaction Description | TRANSACTION Amount | Tax | Total |
|---|---|---|---|---|---|
| PO# 8584727<br>MOD# A7611038<br>TAG# NA<br>REF# 102195986 | 001-9000570-003<br>180 PINCKNEY RD STE IT<br>CARTHAGE, NC 28327-6004<br>CARTHAGE, NC 6.75% | RENTAL 08/01/18-07/31/19<br>PPT 2017 NC Moore Carthage | $858.72<br>$20.30 | $57.96<br>$1.37 | $916.68<br>$21.67 |

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FINANCIAL SERVICES

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AUG 21 2018
MCBE FINANCE DEPT

8/21/18

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| Contract Number | Invoice Number | Current Charges | Past Due Charges | Total Due | Due Date |
|---|---|---|---|---|---|
| 001-9000570-003 | 79548467 | $9,162.38 | $0.00 | $9,162.38 | 08/01/18 |

New Address or Phone Number? Visit us at www.dell.com/dfs or check box and complete reverse side.

☐ Address Change of Equipment Location

Amount Enclosed: $

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

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

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

00190005700030007954846700009162380000000916238090000003

Digital learning 10034096 56264



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**Special Messages for MOORE COUNTY BOARD OF EDUCATION** — **Invoice Number: 79504588**

## Finance the total solution

At Dell Financial Services (DFS), we provide financing for Dell and non-Dell hardware, software, services and peripherals. To learn more, contact your Dell or DFS Account Manager.

**Contract Summary** — **Contract: 001-9000570-002**

| Contract Number | Due Date | Current Charges | | Past Due | | Total Due |
|---|---|---|---|---|---|---|
| 001-9000570-002 | 07/01/18 | $91,634.29 | + | $0.00 | = | $91,634.29 |

| | | | |
|---|---|---|---|
| Invoice Date | May 17, 2018 | Business Segment | 030066 |
| Invoice Number | 79504588 | Billing Period | 07/01/18-06/30/19 |
| Contract Number | 001-9000570-002 | Credits/Payments received (-) *since last invoice | $89,377.02 |

000534 1/37

**Credits/Payments Since Last Invoice**

| Contract Number | Invoice # | Description | Amount |
|---|---|---|---|
| 001-9000570-002 | | Credits/Payments | $89,377.02 |

**Summary of Current Charges**

| Contract Number / Product Type | Sales Order / Purchase Order # | Description | TRANSACTION Amount | Tax | Total |
|---|---|---|---|---|---|
| 001-9000570-002 FAIR MARKET VALUE | PO# 8584568 | RENTAL | $83,725.68 | $5,651.34 | $89,377.02 |
| 001-9000570-002 FAIR MARKET VALUE | PO# 8584568 | PPT 2017 NC Moore Vass | $2,113.50 | $143.77 | $2,257.27 |
| | | Total for 001-9000570-002 | $85,839.18 | $5,795.11 | $91,634.29 |
| | | Invoice Total | $85,839.18 | $5,795.11 | $91,634.29 |

**Detail Information**

| Equipment Information | Equipment Location | Transaction Description | TRANSACTION Amount | Tax | Total |
|---|---|---|---|---|---|
| PO# 8584568 | 001-9000570-002 | RENTAL 07/01/18-06/30/19 | $75.08 | $4.93 | $80.01 |
| MOD# 210-ADWO | 141 JAMES ST | PPT 2017 NC Moore Vass | $1.91 | $0.13 | $2.04 |
| TAG# 2M8K9B2 | VASS, NC 28394-9497 | | | | |
| REF# 986450951 | VASS, NC 6.74% | | | | |

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| Contract Number | Invoice Number | Current Charges | Past Due Charges | Total Due | Due Date |
|---|---|---|---|---|---|
| 001-9000570-002 | 79504588 | $91,634.29 | $0.00 | $91,634.29 | 07/01/18 |

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00190005700020007950458800091634290000009163429090000006

Digital learning 1003409 96364



Dell Financial Services™

See reverse side for important contact information.

**Special Messages for MOORE COUNTY BOARD OF EDUCATION** — **Invoice Number: 79548466**

**Finance the total solution**

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**Contract Summary** — **Contract: 001-9000570-000**

| Contract Number | Due Date | Current Charges | | Past Due | | Total Due |
|---|---|---|---|---|---|---|
| 001-9000570-000 | 08/01/18 | $423,382.83 | + | $0.00 | = | $423,382.83 |

| | | | |
|---|---|---|---|
| Invoice Date | June 16, 2018 | Business Segment | 030066 |
| Invoice Number | 79548466 | Billing Period | 08/01/18-07/31/19 |
| Contract Number | 001-9000570-000 | Credits/Payments received (-) *since last invoice | $423,383.25 |

005168 1/156

**Credits/Payments Since Last Invoice**

| Contract Number | Invoice # | Description | Amount |
|---|---|---|---|
| 001-9000570-000 | | Credits/Payments | $423,383.25 |

**Summary of Current Charges**

| Contract Number / Product Type | Sales Order / Purchase Order # | Description | TRANSACTION Amount | Tax | Total |
|---|---|---|---|---|---|
| 001-9000570-006 FAIR MARKET VALUE | PO# 8585512 | RENTAL | $132,203.98 | $8,923.63 | $141,127.61 |
| | | **Total for 001-9000570-006** | **$132,203.98** | **$8,923.63** | **$141,127.61** |
| 001-9000570-007 FAIR MARKET VALUE | PO# 8585512 | RENTAL | $132,203.98 | $8,923.63 | $141,127.61 |
| | | **Total for 001-9000570-007** | **$132,203.98** | **$8,923.63** | **$141,127.61** |
| 001-9000570-008 FAIR MARKET VALUE | PO# 8585512 | RENTAL | $132,203.98 | $8,923.63 | $141,127.61 |
| | | **Total for 001-9000570-008** | **$132,203.98** | **$8,923.63** | **$141,127.61** |
| | | **Invoice Total** | **$396,611.94** | **$26,770.89** | **$423,382.83** |

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| Contract Number | Invoice Number | Current Charges | Past Due Charges | Total Due | Due Date |
|---|---|---|---|---|---|
| 001-9000570-000 | 79548466 | $423,382.83 | $0.00 | $423,382.83 | 08/01/18 |

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☐ Address Change of Equipment Location

Amount Enclosed: $

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LISA HEARN
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CARTHAGE, NC 28327

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P.O. BOX 6547
CAROL STREAM, IL 60197-6547

00190005700001007954846600423382830000042338283090000007

Digital learning 10034096 56264

# BrandAdvantage

# Invoice

| Date | Invoice # |
|---|---|
| 7/11/2018 | 71118MOORE |

| Bill To |
|---|
| Moore County Schools<br>Attn: Accounts Payable<br>5277 Hwy. 15-501<br>Carthage, NC 28327 |

RECEIVED AUG 21 2018 MCS FINANCE DEPT

Please remit all payments to:

**BrandAdvantage**
P.O. Box 235
Westwood, MA 02090

| Ordered By: | Kendt Eklund |
|---|---|

| P.O. No. | Terms |
|---|---|
| 8586160 | Net 30 |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 3,484 | Standard Bookcase with Handles, Accessory Pocket and D-ring.<br>Custom Chrome Book Case with embroidered logo. | 15.69 | 54,663.96T |
| 69 | EXTRA 2% OF ORDER AT NO CHARGE TO COVER ANY POSSIBLE DEFECTS | 0.00 | 0.00T |
| 1 | Shipping/delivery included | 0.00 | 0.00 |
| | ** PO#8586160 ** | | |
| | Out-of-state sale, exempt from sales tax | 0.00% | 0.00 |

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Aug 22 2018
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8/20/18

Mastercard & Visa accepted. 3.2% service charge on credit card orders over $500.

**Total** $54,663.96

**Agenda Item:** V.E.
**Meeting Date: September 4th**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 24, 2018**

**SUBJECT:** **Transportation Advisory Board Bylaws Amendment**

**PRESENTER:** **Debra Ensminger**

**REQUEST:**
The Transportation Advisory Board request the Board of Commissioners to approve the proposed amendments to their current bylaws.

**BACKGROUND:**
The Transportation Advisory Board is an advisory board to Moore County Transportation Services appointed by the Board of County Commissioners. The Transportation Advisory Board during their May 2018 meeting unanimously recommended amending their bylaws

During their regularly scheduled meeting on August 15th, the Transportation Advisory Board unanimously approved the proposed amendments.

**IMPLEMENTATION PLAN:**
The Bylaws will be implemented upon approval by the Board of Commissioners.

**FINANCIAL IMPACT STATEMENT:**
The requested action will not have a financial impact to the FY 18/19 budget.

**RECOMMENDATION SUMMARY:**
Make a motion to approve the amendments as presented

**SUPPORTING ATTACHMENTS:**
Transportation Advisory Board Bylaws

# Moore County Transportation Advisory Board
# By-Laws

***ARTICLE I:*** **TITLE**

The name of the organization shall be: Moore County Transportation Advisory Board (hereinafter MCTAB).

**ARTICLE II: PURPOSE**

The purpose of MCTAB is to assist the Moore County Transportation Services (hereinafter MCTS) in accomplishing its stated goal to provide safe and efficient transportation to the citizens of Moore County and promote community support for and participation in the MCTS department. The MCTAB functions include:

1. Making recommendations to the Moore County Board of Commissioners regarding the MCTS system;
2. Overseeing transportation for the clients of the human service oriented agencies located in Moore County in order to fulfill the County's fiduciary responsibilities to citizens by the most effective means;
3. To provide advice and support to the MCTS Manager regarding policy, planning and development of operational procedures and practices consistent with program policies.

**ARTICLE III: MEMBERSHIP**

A. Board Composition
   1. The composition of MCTAB shall include representation from all segments of the community.
   2. The following will serve as ex-officio members of MCTAB: a representative of the Moore County Board of Commissioners, the MCTS Manager and the Moore County finance officer or his/her designee.
   3. MCTAB shall have a minimum of twelve (12) and a maximum of fifteen (15) voting members.

B. Terms
   1. MCTAB Members shall be appointed by the County Board of Commissioners and shall serve a three (3) year term which expires in June of the third year following appointment.
   2. MCTAB Members, who have been appointed to fill a departing member's term, shall be entitled to be considered for reappointment thereafter.
   3. When the County Commissioner member of the board ceases to be a County Commissioner for any reason, his or her appointment as a member of the board shall also cease and the Board of County Commissioners, during its next meeting shall appoint another Commissioner to the MCTAB.
   4. MCTAB Members may serve 2 consecutive terms not including filling an unexpired term.

C. Attendance
   1. Members of the MCTAB are ~~be~~ expected ~~and required~~ to attend all regular meetings of the Board except for occasional, unavoidable conflicts. A MCTAB's member who consistently misses meetings may be removed for cause by the Board of Commissioners.

D. Vacancies
   1. The MCTAB or the Moore County Board of Commissioners may recommend persons to fill vacancies. Upon approval of the MCTAB and the Moore County Board of Commissioners, the person(s) appointed shall serve the unexpired portion of the term.

E. Orientation
   1. New MCTAB Members shall receive orientation to educate them regarding the nature and purpose of MCTS, the role of MCTAB and their responsibility to the organization.

F. Compensation
   1. MCTAB Members will serve without compensation.

**ARTIVLE IV: OFFICERS**

A. The officers of the Moore County Transportation Advisory Board shall be:
   1. Chairperson
   2. Vice-Chairperson
   3. Secretary

~~B. The MCTAB Members will nominate officers from the membership as needed. Officers will be elected by majority vote of the MCTAB Members and each will serve a one-year term.~~ B. MCTAB officers will follow a natural progression every year. The Vice-Chairman will advance to Chairman, the Secretary will advance to Vice-Chairman and the Secretary will be elected by majority vote and will serve a one year term. (amended 8.1.18)

C. .

D. Election of MCTAB Officers will be held at the MCTAB May meeting. Officers will assume the duties of their position at the following MCTAB meeting.

E. Vacancies of the MCTAB Officers may be filled by a vote of the majority of the remaining members then in office. An officer so named shall hold office for the term of his predecessor.

F. The Chairperson shall:
   1. Ensure that MCTAB fulfills an advocacy role on matters involving matters related to the MCTS organization and operations.
   2. Preside at all MCTAB meetings.
   3. Call Special Meetings. Special meetings require 48 hour notice.

G. The Vice-Chairperson shall:
   1. Assume the responsibilities of the Chairperson in his/her absence
   2. Assist the Chairperson in his/her duties as requested.

H. The Secretary shall:

1. Keep accurate records of the acts and proceedings of all MCTAB meetings.
2. Assure that the minutes of all MCTAB meetings are taken and that the minutes are maintained by the Manager of MCTS and the secretary.
3. Distribute a copy of the minutes of the last MCTAB meeting to all Members and Officers of MCTAB and one copy to the Clerk to the Board of Commissioners within two weeks of the last scheduled meeting.

**ARTICLE V: COMMITTEES**

A. The Chairperson, with the approval of MCTAB, shall appoint committees as needed.

**ARTICLE VI: MEETINGS**

A. Meetings shall be held quarterly, during the months of February, May, August and November on the third Wednesday.
   1. Members shall be notified in writing and/or email at least seven (7) days in advance of the meeting. If a Special Meeting is called, members shall be notified by email and by telephone number on record at the time of the Special Meeting. Special meetings require 48 hour notice.
   2. The notice shall include the proposed agenda.
   3. Additional meetings can be called by a simple majority vote.

B. A quorum shall consist of a majority of voting members.
C. Meetings shall be open to the public.
D. Roberts Rules of Order shall be followed.
E. Members are allowed to attend meetings via conference call if permissible by law. (amended 8.1.18)

**ARTICLE VII: AMENDMENTS**

A. Amendments to the By-Laws require a simple majority vote of the voting members.
B. Members of MCTAB shall receive written notice and a copy of the proposed amendments at least seven days prior to the meeting.

Adopted November 22, 2006
Revised (adopted) February 21, 2007
Revised (adopted) November 3, 2014
Revised (adopted) November 21, 2017
Revised (adopted) September 4, 2018

**Agenda Item:** V.F.
**Meeting Date:** 9/4/2018

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** **D. Bryan Phillips**

**DATE:** **8/27/2018**

**SUBJECT:** **EMS Management & Consultants Contract Amendment No. 1**

**PRESENTER:** **D. Bryan Phillips**

**REQUEST:** Approve the Contract Amendment No. 1 with EMS Management & Consultants.

**BACKGROUND:** EMS Management & Consultants has been billing/collection agency for Moore County EMS for the last 11 years. Their collection overall collection rate and performance has been superior. The County and Contractor would like to add an additional service line to the Original Agreement for preparing and sending debt set-off letter.

**IMPLEMENTATION PLAN:**

Approve the Contract Amendment No. 1 with EMS Management & Consultants.
EMS MC will then begin to prepare and send debit set-off letter to appropriate customers.

**FINANCIAL IMPACT STATEMENT:**
EMS MC shall receive compensation in the amount of seventy-five cents ($0.75) per letter for all debt set-off letters it prepares and sends to customers. Total compensation attributable to preparing and sending said letters shall not exceed $400.00 per County Fiscal Year.

**RECOMMENDATION SUMMARY:**

Make a motion to...approve the Contract Amendment No. 1with EMS Management and Consultants and authorize Chairman to sign all necessary documents upon financial and legal approvals.

**SUPPORTING ATTACHMENTS:**
Signed Contract Amendment No. 1

COUNTY OF MOORE

CONTRACT AMENDMENT NO. 1

STATE OF NORTH CAROLINA

This Contract Amendment No. 1 (this "Amendment") is made the 21st day of August, 2018, between the County of Moore (the "County") and EMS Management and Contractors, Inc., (the "Contractor").

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on June 26, 2017, pursuant to which, the Contractor provides the County medical billing and collection services related to medical transport services provided by the County's EMS (the "Original Agreement"); and

WHEREAS, the County and Contractor desire to add an additional service line to the Original Agreement whereby the Contractor will send debt set-off letters, when appropriate, at a cost of seventy-five cents ($0.75) per letter.

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

1. The following sentence will be added to the ENGAGEMENT Section of the Original Agreement: "EMS|MC shall be responsible for sending debt set-off letter to appropriate customers."

2. The following sentence will be added to subsection (a) of the COMPENSATION TO EMS|MC Section: "EMS|MC shall receive compensation in the amount of seventy-five cents ($0.75) per letter for all debt set-off letters it prepares and sends to customers. Total compensation attributable to preparing and sending said letters shall not exceed $400.00 per County fiscal year, which runs from July 1st through June 30th.

3. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

**COUNTY OF MOORE**

Catherine Graham, Chair
Moore County Board of Commissioners

**CONTRACTOR**

Allan Logie
CFO

PREAUDIT CERTIFICATE

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

Finance Officer

**Agenda Item:** V.G.
**Meeting Date: 9/4/18**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 31, 2018**

**SUBJECT:** **Deed of Dedication for Pinehurst Brewery**

**PRESENTER:** **Randy Gould, PE**

**REQUEST:**
Make a motion to accept the Deed of Dedication for Pinehurst Brewery. In addition, make a motion to approve the attached Performance Completion Bond Agreement between the County of Moore and Performance Contracting Co., Inc.

**BACKGROUND:**
The utilities construction for Pinehurst Brewery is completed and ready for operation and acceptance by the County.

However, a portion of the waterline installed by Progressive Contracting Co. in connection with the renovation is located outside an easement obtained by Pinehurst from United Telephone. Progressive has requested, and the County has agreed, that Progressive be allowed to secure an amendment to the Existing Easement to enlarge the easement area described therein to include the waterline as it currently exist on the ground rather than requiring Progressive to relocate the waterline within the dimensions of Existing Easement at an estimated cost of Twenty Thousand ($20,000) Dollars (the "Relocation Cost"). While Progressive pursues the execution of the Easement Amendment, the County has agreed to allow the water meter for the Brewery to be set so that the Brewery may have access to potable water. As a condition of the County allowing the meter to be set, the County has required Progressive to post a Performance and Completion Bond in the amount of $50,000 which is 250% of the Relocation Cost to assure the County that sufficient funds will be available to the County to relocate the waterline within the dimensions of the Existing Easement if Progressive is unable to secure the Easement Amendment or does not complete the required relocation of the waterline within eleven (11) month from the date hereof (the "Correction Period").

**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 attached Deed of Dedication for Pinehurst Brewery and authorize the Chair to sign.

Make a motion to approve the attached Performance Completion Bond Agreement between the County of Moore and Performance Contracting Co., Inc. and authorize the Chair to sign.

**SUPPORTING ATTACHMENTS:**
Deed of Dedication
Performance Completion Bond Agreement

I:PublicWorks/Projects/Pinehurst Brewery /Deed of Dedication Agenda Memo 090418

**DEED OF DEDICATION AND EASEMENT**

This instrument prepared by: John M. May, Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ____ day of_____, 2018, by and between:

| GRANTOR | GRANTEE |
|---|---|
| **Pinehurst, LLC**<br>PO Box 4000<br>Village of Pinehurst, , NC 28374 | **COUNTY OF MOORE,** a political subdivision of the State of North Carolina<br>1 Courthouse Square<br>P.O. Box 905<br>Carthage, NC 28327 |

**WITNESSETH:**

**WHEREAS,** Grantor is the owner and developer of that certain tract or parcel of land located in the Village of Pinehurst, Moore County, North Carolina, more particularly described in a deed recorded in Book 529, at Page 409, with the Moore County, North Carolina, Register of Deeds (the "Property"); and

**WHEREAS,** Grantee is the owner and operator of water and sewer utilities in Pinehurst, North Carolina, including the water distribution and sewer collection systems that service the Property; and

**WHEREAS,** Grantor wishes to obtain water and/or sewer service from Grantee; and

**WHEREAS,** Grantor has installed water and/or sewer utility lines and equipment under or across those portions of the Property hereinafter described as the Easement Areas and within the public right-of-way in order to connect to the Grantee's water distribution and sewer collection systems.

**NOW, THEREFORE,** Grantor, in consideration of Grantee accepting said water distribution and/or sewer collection systems or equipment and making water and/or sewer service available to the Property, does hereby convey to Grantee, its lawful successors and assigns, the property and the easements more particularly described in Exhibit "A" attached hereto and herein incorporated by reference.

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

The Grantee shall have the right to construct, install, reconstruct, operate, maintain, inspect, repair, relocate, modify, and remove water distribution and/or wastewater collection pipeline, apparatus, and equipment within the Easement Areas. The easements granted to the Grantee includes the following rights: 1) ingress and egress over the Easement Areas; 2) to relocate the Facilities and Easement Areas to a location on the Property acceptable to Grantor to conform to any future highway or street relocation, widening, or improvement; 3) to keep clear from the Easement Areas, now or at any time in the future, trees, shrubs, undergrowth, buildings, structures (e.g. docks or retaining walls), and obstructions (e.g. fences); provided, however, paving over those parts of the Easement Areas which are used as streets, driveways or parking is permitted; and 4) subject to Grantor's approval, all other rights and privileges reasonably necessary or convenient for the Grantee's safe, reliable, and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Areas for the purposes described herein. Grantee will not be responsible for the costs, repair, or replacement of plants, buildings, structures, or obstructions located within the Easement Areas, including those that may occur as a result of the Grantee's use of the easements; provided, however, if in the performance of Grantee's installation, operation or maintenance of the Facilities, Grantee disturbs parts of the Easement Areas that are paved, Grantee, at its cost, shall have the obligation to promptly repair such paving to the condition same existed prior to the commencement of such work.

After any future repair, maintenance, or reconstruction of the Facilities performed by the Grantee within the Easement Areas, Grantee will bring the surface to a level grade and repave the area as above referenced.

Unless otherwise required to do so by a governmental entity having jurisdiction over the Property, Grantor will not place shrubs, structures, or obstructions as above described within the Easement Areas without the express written consent of the Grantee. Grantor will not place trees or buildings within the Easement Areas.

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

Grantor agrees and understands that Grantee conditionally accepts the Facilities and Easement Areas being dedicated by Grantor. Grantor is responsible for maintaining and repairing the Facilities and Easement Areas for one year beginning as of the date of this Deed of Dedication; provided the Grantee's activities within the Easement Areas during such one year period do not necessitate such maintenance or repairs. Subject to the foregoing qualification, within the final 30 days of the one year period, Grantee will provide Grantor with a list of items that must be resolved prior to the Grantee's final acceptance of the Facilities and Easement Areas. If Grantor fails to resolve the items as required by Grantee within a reasonable period of time, as determined by Grantee, then Grantee

may, in its sole discretion after thirty (30) days written notice to Grantor, revoke this Deed of Dedication and Easement.

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

**GRANTOR**
Pinehurst, LLC

By: _____

Its: SVP & CFO

**STATE OF NORTH CAROLINA**

**COUNTY OF MOORE**

I, a Notary Public of the County and State aforesaid, do hereby certify that Richard Higginbotham personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Personally Known, and he/she has acknowledged that he/she is the SVP & CFO of the Pinehurst,, LLC, a North Carolina limited liability company, and that he/she, as the SVP & CFO, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this 30th day of August, 2018.

CYNTHIA CIORRA
Notary Public
Moore
County
My Comm. Exp.
09-20-2021
NORTH CAROLINA
(NOTARY SEAL)

Cynthia Ciorra
Signature of Notary Public

Cynthia Ciorra
Printed Name of Notary Public

My Commission Expires: 9/20/2021

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**ACCEPTANCE OF DEED**

This Deed of Dedication was accepted by the Moore County Board of Commissioners on the ____ day of _____, 2018.

**COUNTY OF MOORE**

_____
Catherine Graham, Chair
Moore County Board of Commissioners

**ATTEST:**

_____
Laura M. Williams
Clerk to the Board

EXHIBIT "A"
(Easements and Easement Areas)

Those certain easements and Easement Areas shown on a plat entitled "Survey for Pinehurst, LLC, PO Box 4000, Village of Pinehurst, NC 28374" dated August 16, 2018 (the "Plat") prepared from an actual survey by Benny L. Brown and recorded in Plat Cabinet ___, Slide ____ of the Moore County Public Registry and more particularly described as follows:

**Water Line Easements:** The "20' waterline easement" shown on the Plat is located within what will become the 24' right of way of Power Plant Road which constitutes the Easement Area for this Waterline Easement. The waterline easement located on the property of United Telephone Company as shown on the Plat will be revised to include the actual location of the installed waterline and a revised plat will be recorded which will show the revised Easement Area of that portion of the Waterline Easement

**Sewer Easement:** The "20' sanitary sewer easement" shown on the Plat already exist in favor of Moore County; the sewer Facilities recently installed by Pinehurst, LLC are located within the existing 20' sanitary sewer easement which constitutes the Easement Area for the Sewer Easement.

**Temporary Access Easements:** Those areas which constitute the Easement Areas designated as "temporary access easements" on the Plat which are located on a portion of the property owned by Pinehurst, LLC and a portion of the property owned by the Village of Pinehurst; provided, however, at such time as the Village of Pinehurst accepts the dedication of those areas denoted "temporary access easements" such areas shall become public rights of way which will be composed on a 24' wide street, the sidewalk and the on-street parking areas on the north and south sides of said 24' wide street all as noted on the Plat and the temporary access easement granted herein shall end.

Together with the following items of personal property title to which is herewith conveyed by the Grantor to the Grantee herein:

> All water and sewer pipelines, equipment, and apparatuses connected to and extending from the Grantee's water distribution and sewer collection systems, constructed upon the Property, and located within the Easement Areas up to and including the water meter and sewer cleanout, but no further (the "Facilities").
>
> All water and sewer pipelines, equipment, and apparatuses constructed or installed by the Grantor beneath or within the right-of-way of Magnolia Road in Pinehurst, NC.

## RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County") is willing to accept a Deed of Dedication of water pipelines from Pinehurst, LLC (the "Developer"), as described in the Deed of Dedication. In exchange for the County's acceptance and operation of the water pipelines, Progressive Contracting Company, Inc, the contractor responsible for constructing the water pipelines (the "Contractor"), has executed this Release and Waiver of All Claims and Liens.

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

> All water and/or sewer pipelines, equipment, and apparatuses installed or caused to be installed by the Developer for a water distribution and/or sewer collection system that are constructed beneath or within the public right-of-way beginning at or near the east right of way of Magnolia Road, running in an easterly direction to a point at or near the eastern boundary Pinehurst Brewery track, all of which is located in the Village of Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near Magnolia Road (as to water) and McCaskill Road (as to sewer). The length of the water pipeline is approximately 277 linear feet within Power Plant Road right of way and approximately120 linear feet within the Century Link Easement and the length of the sewer line is approximately 40 linear feet of replacement within the existing Moore County Sewer Easement. In addition, there is approximately 518 linear feet of storm water pipe extension up to Magnolia Road and to McCaskill Road.

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

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

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

equity, in connection with or related to the Property, effective as of the date this release is executed.

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

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

IN WITNESS WHEREOF, this Release and Waiver has been executed this 29 day of AUGUST, 2018.

PROGRESSIVE CONTRACTING COMPANY, INC.

By: Todd Snyder

Its: VICE PRESIDENT

## RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County") is willing to accept a Deed of Dedication of water pipelines from Pinehurst, LLC (the "Developer"), as described in the Deed of Dedication. In exchange for the acceptance and operation of the water pipelines, the Developer executes this Release and Waiver of All Claims and Liens.

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

> All water and/or sewer pipelines, equipment, and apparatuses installed or caused to be installed by the Developer for a water distribution and/or sewer collection system that are constructed beneath or within the public right-of-way beginning at or near the east right of way of Magnolia Road, running in an easterly direction to a point at or near the eastern boundary Pinehurst Brewery track, all of which is located in the Village of Pinehurst, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near Magnolia Road (as to water) and McCaskill Road (as to sewer). The length of the water pipeline is approximately 277 linear feet within Power Plant Road right of way and approximately120 linear feet within the Century Link Easement and the length of the sewer line is approximately 40 linear feet of replacement within the existing Moore County Sewer Easement. In addition, there is approximately 518 linear feet of storm water pipe extension up to Magnolia Road and to McCaskill Road.

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

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

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

equity, in connection with or related to the Property, effective as of the date this release is executed.

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

IN WITNESS WHEREOF, this Release and Waiver has been executed this 29th day of August, 2018.

PINEHURST, LLC

By: _____

Its: SVP-COO

PERFORMANCE AND COMPLETION BOND AGREEMENT
BETWEEN
COUNTY OF MOORE
AND
PERFORMANCE CONTRACTING CO., INC.

This Agreement is made and entered into effective as of the __ day of August, 2018 by and between Progressive Contracting Co., Inc. a Maryland corporation authorized to do business in North Carolina ("Progressive") and the County of Moore, a North Carolina municipal corporation (the "County").

WITNESSETH:

WHEREAS, Progressive is the general contractor for the renovation of the Old Steam Plant located on Magnolia Road in the Village of Pinehurst which is owned by Pinehurst, LLC ("Pinehurst") and which, when the renovation is completed, will be known as the Pinehurst Brewery (the "Brewery"); and,

WHEREAS, the County is the owner of the water and sewer utility services throughout significant parts of Moore County including the water and sewer utility services within the corporate limits of the Village of Pinehurst; and,

WHEREAS, a portion of the waterline installed by Progressive in connection with the renovation is located outside an easement obtained by Pinehurst from United Telephone ("United Telephone") which easement is recorded in Book 4974, Page 69-78 of the Moore County Public Registry (the "Existing Easement"); and,

WHEREAS, Progressive has requested and the County has agreed that Progressive be allowed to secure an amendment to the Existing Easement (the "Easement Amendment") so as to enlarge the easement area described therein to include the waterline as it currently exist on the ground rather than requiring Progressive to relocate the waterline within the dimensions of Existing Easement at an estimated cost of Twenty Thousand ($20,000) Dollars (the "Relocation Cost"); and,

WHEREAS, while Progressive pursues the execution of the Easement Amendment, the County has agreed to allow the water meter for the Brewery to be set so that the Brewery may have access to potable water; and,

WHEREAS, as a condition of the County allowing the meter to be set, the County has required Progressive to post a Performance and Completion Bond (the "Bond") in the amount of $50,000 which is 250% of the Relocation Cost to assure the County that sufficient funds will be available to the County to relocate the waterline within the dimensions of the Existing Easement if Progressive is unable to secure the Easement Amendment or does not complete the required relocation of the waterline within eleven (11) month from the date hereof (the "Correction Period").

NOW, THEREFORE, intending to be legally bound and in consideration of the terms and conditions herein set forth, the County and Progressive agree as follows:

1. Progressive will provide the Bond to the County to ensure that the County has access to sufficient funds to complete the Relocation Cost in the event the Easement Amendment is not

DRAFT

obtained from United Telephone or that Progressive does not complete the required relocation of the waterline within eleven (11) months from the date hereof.

2. In order to call on the Bond after the lapse of the Correction Period, the County shall have first provided Progressive no less than fifteen (15) days written notice that the County intends to exercise its rights under this Agreement and the Bond because of the failure of Progressive to secure the Easement Amendment or to complete the required relocation of the waterline within the Correction Period.
3. Thereafter, the County shall provide the company which issued the Bond a certified statement that Progressive has defaulted in its obligations to the County under this Agreement and that the County demands payment in the full amount of the Bond or so much thereof as is required to reimburse the County for the expenses it will incur to relocate the waterline within the dimensions of the Existing Easement.
4. This Agreement is the "Agreement" referenced in the Bond to which this Agreement is attached.
5. The provisions of this Agreement shall be binding on the parties hereto and their respective successors and assigns, sets forth the entire agreement of the parties hereto with respect to the matters set forth herein, shall not be modified except in writing signed by the parties hereto, and shall be construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their appropriate capacities the day and year first above written.

**PROGRESSIVE CONTRACTING CO., INC.**

By: _____

Its: _____

**COUNTY OF MOORE**

By: _____

Its: _____

DRAFT

**Agenda Item:** V.H.
**Meeting Date:** **September 4, 2018**

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** **Rachel Patterson, GIS**

**DATE:** **September 4, 2018**

**SUBJECT:** **Request to adopt a resolution recommending the North Carolina Department of Transportation add a 0.5 mile portion of Grandpap Rd to the State System**

**PRESENTER:** **Rachel Patterson**

**REQUEST:**
This is a request to adopt a resolution recommending the North Carolina Department of Transportation (NCDOT) add a 0.5 mile portion of Grandpap Rd in Robbins to the state roadway system.

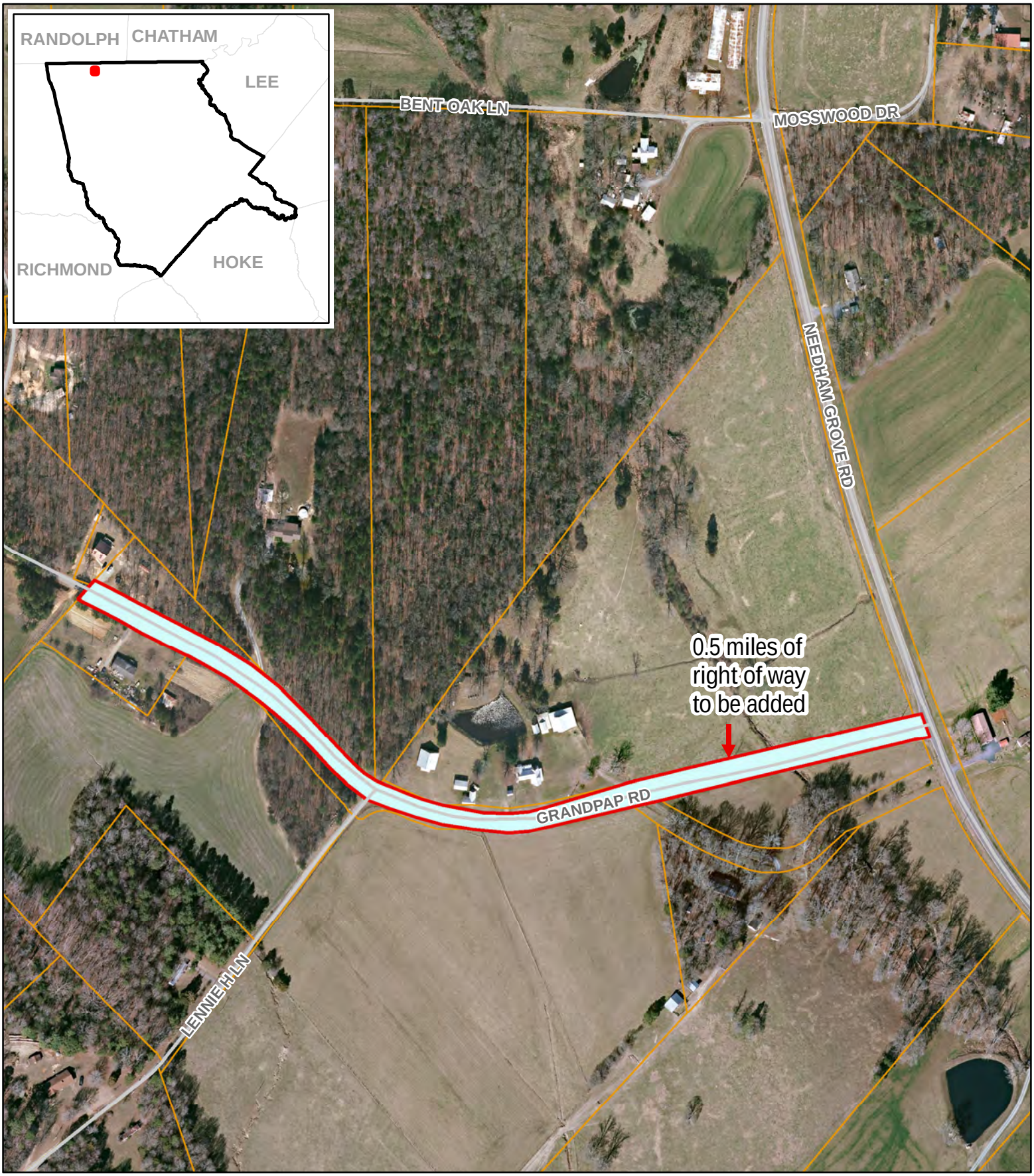
**BACKGROUND:**
- The property owners adjacent to a segment of Grandpap Rd have petitioned the North Carolina Department of Transportation (NCDOT) for a 0.5 mile segment of the road to be added to the state maintenance system.
- The portion of the road is located at the intersection of Grandpap Rd and Needham Grove Rd (SR 1003).
- §136-62 grants citizens of the State the right to present petitions to the Board of County Commissioners, and through the board to the Department of Transportation, concerning additions to the system and improvement of roads.
- The NCDOT has submitted the petition to the Board of Commissioners for its review and approval.
- The Board must approve the petition before NCDOT can add the 0.5 mile segment of the roads to the state maintenance system and accept maintenance responsibilities.

**IMPLEMENTATION PLAN:**
Upon adoption of this resolution, a formal letter of notification of the adoption of this resolution will be forwarded to North Carolina Department of Transportation.

**FINANCIAL IMPACT STATEMENT:**
No fiscal impact to the county resulting from this request is anticipated.

**RECOMMENDATION SUMMARY:**
Make a motion to approve the petition and recommend adding the 0.5 mile portion of Grandpap Rd to the state maintenance system and allowing the North Carolina Department of Transportation to accept maintenance responsibilities.

**SUPPORTING ATTACHMENTS:**
Map of Affected Area
NCDOT request letter
Petition for Road Addition




0 50 100 200 300 400
Feet

N
W E
S

# Grandpap Road Right Of Way to be Added to NCDOT

Legend
Streets
AreaToAdd
Parcels

Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

Moore County GIS
Geographic Information Systems

STATE OF NORTH CAROLINA
# DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

June 28, 2018

**Moore County**

Mrs. Catherine Graham, Chair
Moore County Board of Commissioners
P.O. Box 1262,
Carthage, NC 28327

**SUBJECT: RESOLUTION FOR ADDITION OF GRANDPAP ROAD**

Dear Mrs. Graham:

This letter is to request appropriate resolution for the addition of Grandpap Road. This road is located off of SR 1003 (Needham Grove Rd.). This road was realigned and the new alignment was never officially added to the state system. Please find attached a street summary and a county map showing the location of said road. This office has investigated Grandpap Road and are now petitioning the addition of this roadway.

If the County Commissioners are in agreeance for addition, please forward a resolution of support directly to this office. I will attach it with other necessary documents and forward it to the Board of Transportation for their approval.

If you have any questions or concerns, please feel free to contact me at (910) 944-7621.

Yours truly,

DocuSigned by:
Travis L. Morgan
BB40D57AA892443...

Travis L. Morgan, P.E.
District Engineer

TLM: mer

Attachment

cc: Pat Molamphy, NCDOT Board Member
Brandon H. Jones, P.E., Division Engineer
Josh Brooks, County Maintenance Engineer
Laura M. Williams, Clerk to the Moore County Board of Commissioners
File

*Mailing Address:*
NC DEPARTMENT OF TRANSPORTATION
HYDRAULICS UNIT
1590 MAIL SERVICE CENTER
RALEIGH, NC 27699-1590

*Telephone:* (919) 707-6700
*Fax:* (919) 250-4108
*Customer Service:* 1-877-368-4968

*Website:* www.ncdot.gov

*Location:*
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

**North Carolina Department of Transportation**
**Division of Highways**
**Petition for Road Addition**

**ROADWAY INFORMATION:** (Please Print/Type)

County: Moore Road Name: Grandpap Road
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: N/A Length (miles): 0.50

Number of occupied homes having street frontage: 6 Located (miles): 0.12

miles N ☒ S ☐ E ☐ W ☒ of the intersection of Route 1458 and Route 1003 .
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Grandpap Road in Moore County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: Division 8 District 2 Phone Number: 910-944-7621

Street Address: 902 N. Sandhills Blvd. Aberdeen, NC 28315

Mailing Address:

**PROPERTY OWNERS**

| Name | Mailing Address | Telephone |
|---|---|---|
| Charles A. Hussey Jr. | 143 Grandpap Road Robbins, NC 27325 | |
| Helen M. Hussey | 143 Grandpap Road Robbins, NC 27325 | |
| Marjorie H. Spencer | 164 Lennie H. Lane Robbins, NC 27325 | |
| Randy Lee Hussey | 204 Mt. Carmel Road Carthage, NC 28327 | |
| Jimmy Chriscoe | 302 Grandpap Road Robbins, NC 27325 | |
| | | |
| | | |
| | | |

INSTRUCTIONS FOR COMPLETING PETITION:

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

☒ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☐ Subdivision platted after September 30, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-or-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

| ROAD NAME | HOMES | LENGTH | ROAD NAME | HOMES | LENGTH |
|---|---|---|---|---|---|
| Grandpap Road | 6 | 0.50 mi | | | |
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**North Carolina Department of Transportation**
**Division of Highways**
**Request for Addition to State Maintained Secondary Road System**

North Carolina

County: MOORE

Road Description: Grandpap Road 0.50 miles in length

---

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of MOORE requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of MOORE that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of _____ at a meeting on the _____ day of _____, 20___.

WITNESS my hand and official seal this the _____ day of _____, 20___.

**Official Seal**

Clerk, Board of Commissioners
County: _____

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

Form SR-2 (3/2006)

# North Carolina Department of Transportation
# Division of Highways
# Secondary Road Addition Investigation Report

County: Moore | Co. File No: 63-305 | Date: 6/26/18

Township: Sheffield | Div. File No: 863-305 | Div. No: 8

Local Name: Grandpap Road | Subdivision Name: N/A

Surface Type: AST | Surface Thickness: N/A | Width: 20' | Length: 0.50

Base Type: Asphalt | Base Thickness: N/A | Pavement Condition: Average

*Bridges: Yes ☐ No ☒ *Pipe > 48": Yes ☐ No ☒ *Retaining walls within Right of Way? Yes ☐ No ☒

*** If Yes - Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets? No

Recording Date: Click here to enter a date. Book / Page: N/A

Right-of-Way Width: 60' *If right-of-way is below the desired width, give reasons under "Remarks and Recommendations."*

Number of homes having entrances into road: 6 Other uses having entrances into road: 0

Is petition (SR-1) attached? Yes

Is the County Commissioners approval (SR-2) attached? Choose an item. If not, why not? _____

Is map attached for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost: $0

Grade, drain, and stabilize: $_____ Drainage: $_____ Other: $_____

Remarks and Recommendations: New roadway after realignment

of Grandpap Road

Submitted by: _____ Reviewed and Approved: _____
DISTRICT ENGINEER DIVISION ENGINEER

Reviewed and Approved

BOARD OF TRANSPORTATION MEMBER: _____

| | |
|---|---|
| | Do not write in this space - For Use by Secondary Roads Unit<br><br>Petition # |

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Aberdeen, North Carolina 28315

JAMES G. MARTIN
GOVERNOR

THOMAS J. HARRELSON
SECRETARY

March 31, 1992

DIVISION OF HIGHWAYS

WILLIAM G. MARLEY, JR., P.E.
STATE HIGHWAY ADMINISTRATOR

Moore County

MEMORANDUM TO: Mr. F. E. Whitesell, P.E.
Division Engineer

FROM: J. A. Clendenin
District Engineer

SUBJECT: ACQUISITION OF RIGHT OF WAY
SR 1421 - GRAND PAP ROAD
W.O. NO.: 6.562446

Attached for your information and further handling are three (3) copies of the right of way plan sheet and marked county maps for the proposed improvement on SR 1421 (grade, drain, base, and pave). This road is included in the 1991-92 Construction Program and the preliminary survey of the new centerline and right of way boundaries have been stationed and marked.

This is to request that the Right of Way Department secure the necessary right of way.

If this office can be of further assistance, please let me know.

LLU:JAC:ags

cc: Mr. A. L. McCaskill
File

DISTRICT FILE

Tmmjh

RECEIVED
MAY 18 1992
DIVISION 8, DISTRICT 2
DEPARTMENT OF TRANSPORTATION

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Aberdeen, North Carolina 28315
May 15, 1992

JAMES G MARTIN
GOVERNOR

THOMAS J HARRELSON
SECRETARY

DIVISION OF HIGHWAYS

WILLIAM G. MARLEY, JR., P.E.
STATE HIGHWAY ADMINISTRATOR

**PROJECT:** 6.562446
**COUNTY:** Moore
**TOWNSHIP:** Sheffield

**SUBJECT:** Improvement of Secondary Road 1421

**MEMORANDUM TO:** Mr. C. R. McLamb

**FROM:** Teresa L. Chavis Teresa L Chavis

Attached hereto are right of way agreements covering a 60 ft. right of way on 4 parcels of land involved in the improvement of the above mentioned road. These agreements have been recorded in the Moore County Registry. These agreements cover all the right of way necessary for this improvement. Also attached is a map showing the location of this road.

Mr. Jackie Lee Hussey, Single
Recorded in Book 834, Page 169

Mr. & Mrs. Charles A. Hussey, Jr.
Recorded in Book 834, Page 170

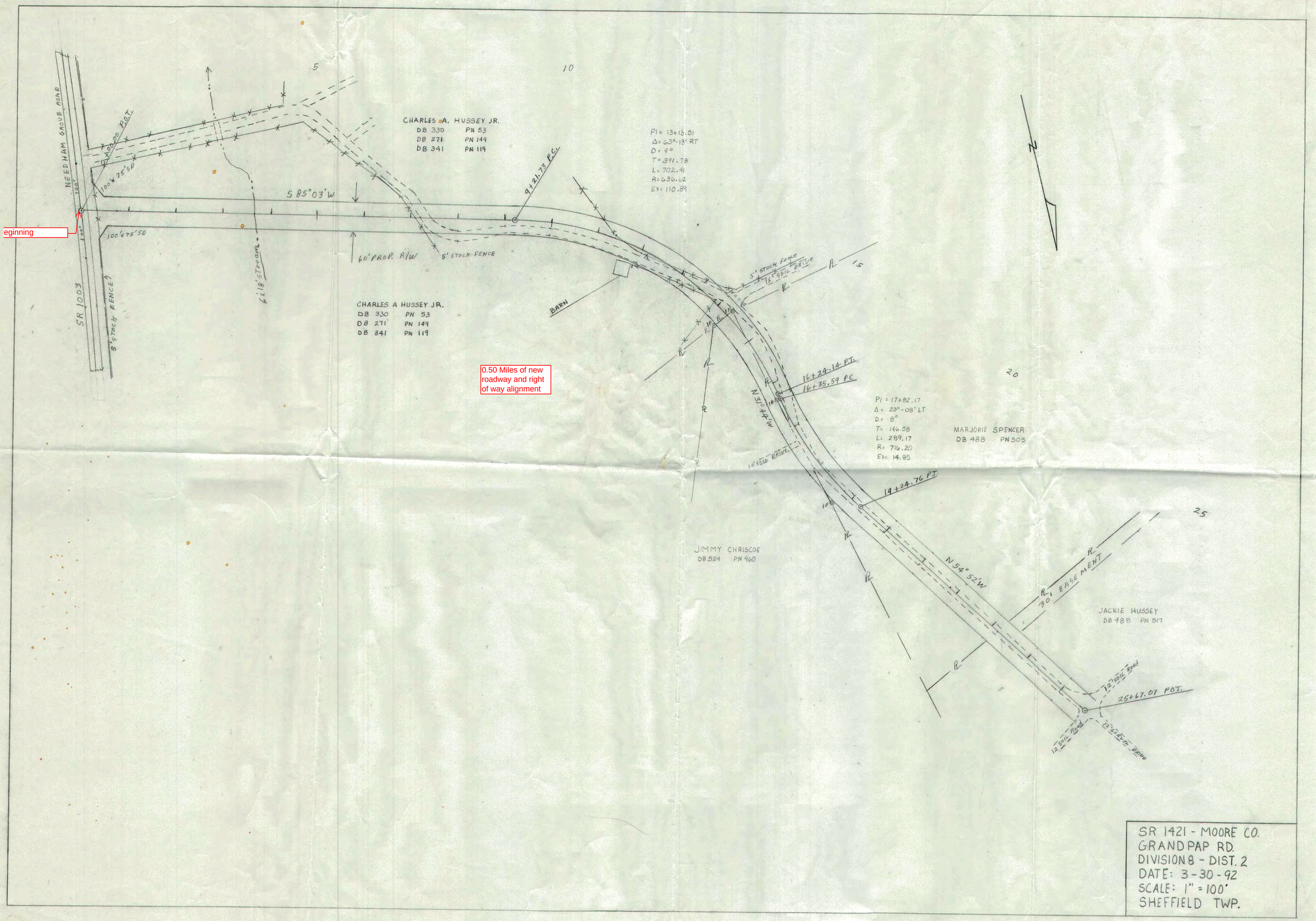
Ms. Marjorie H. Spencer, Single
Recorded in Book 834, Page 171

Mr. & Mrs. Jimmy E. Chriscoe
Recorded in Book 834, Page 172

Note: Joe - Mr. Jimmy Chriscoe & Ms. Marjorie Spencer wish to retain any timber cut on their property.

TLC:nwb
Attachments

CC: Mr. F. E. Whitesell
Mr. J. A. Clendenin




SR 1421 - MOORE CO.
GRANDPAP RD.
DIVISION 8 - DIST. 2
DATE: 3-30-92
SCALE: 1" = 100'
SHEFFIELD TWP.

**North Carolina Department of Transportation**
**Division of Highways**
**Request for Addition to State Maintained Secondary Road System**

North Carolina

County: MOORE

Road Description: 0.5 mile portion of Grandpap Rd

---

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of MOORE requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of MOORE that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of MOORE at a meeting on the 4th day of September, 2018.

WITNESS my hand and official seal this the 4th day of September, 2018.

**Official Seal**

Clerk, Board of Commissioners
County: _____

**PLEASE NOTE:**

**Forward direct with request to the Division Engineer, Division of Highways**

Form SR-2 (3/2006)

**Agenda Item:** V.I.
**Meeting Date: 09/04/2018**

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

**FROM: Laura M. Williams, Clerk**

**DATE: 08/30/2018**

**SUBJECT: Request for Reimbursement for Commissioner Travel Expenses**

## REQUEST:

Approve reimbursement to Commissioner Gregory for travel expenses incurred for attendance at the NC Association of County Commissioners annual conference and also for participation in

## BACKGROUND:

Commissioner Gregory represented Moore County at the NCACC annual conference in Hickory August 22-24, 2018. He has requested reimbursement for mileage and one meal.

Additionally, Commissioner Gregory represented Moore County in a focus group assessment of UNC School of Government programming. The group met at the Triangle J Council of Governments offices on August 29, 2018. Commissioner Gregory has requested mileage reimbursement for this meeting.

## FINANCIAL IMPACT:

Total reimbursement requested for the NCACC conference is $159.54 ($143.88 mileage and $15.66 meal). Total reimbursement requested for the Triangle J meeting is $79.03 (mileage). Total reimbursement requested for Commissioner Gregory is $238.57, and this amount is available in the Governing Body travel/training budget line.

## IMPLEMENTATION PLAN:

Clerk will process reimbursement to Commissioner Gregory.

## RECOMMENDATION SUMMARY:

Make a motion to approve reimbursement in the amount of $238.57 to Commissioner Gregory for travel expenses incurred in attendance of the NCACC annual conference and the Triangle J / UNC SOG focus group meeting.

## ATTACHMENTS:

Mileage documentation and meal receipt

August 30, 2018 - Commissioner Louis Gregory

Laura:

I am attaching the following:

August 29, 2018

Triangle J Council of Government

Mileage: 145 – Round Trip . . . See Direction Insert

August 22, 2018

NCACC Annual Conference

Hilton Garden Inn: 196.62 . . . Paid By County

Dinner: $15.66

Mileage: 132

August 23, 2018

NCACC Annual Conference

Hilton Garden Inn: 196.62 . . . Paid By County

August 24, 2018

NCACC Annual Conference

Mileage: 132

---

Total Mileage: 409

Meals: $15.66

Round Trip: 145 Miles

bing maps

**A** 170 Baker Circle, West End, North Carolina 27376, United States
**B** 4307 Emperor Blvd, Durham, North Carolina 27703, United States

**1 hr 33 min, 72.4 mi**
Light traffic (1 hr 19 min without traffic)
Via US-1 N, NC-540 E TOLL

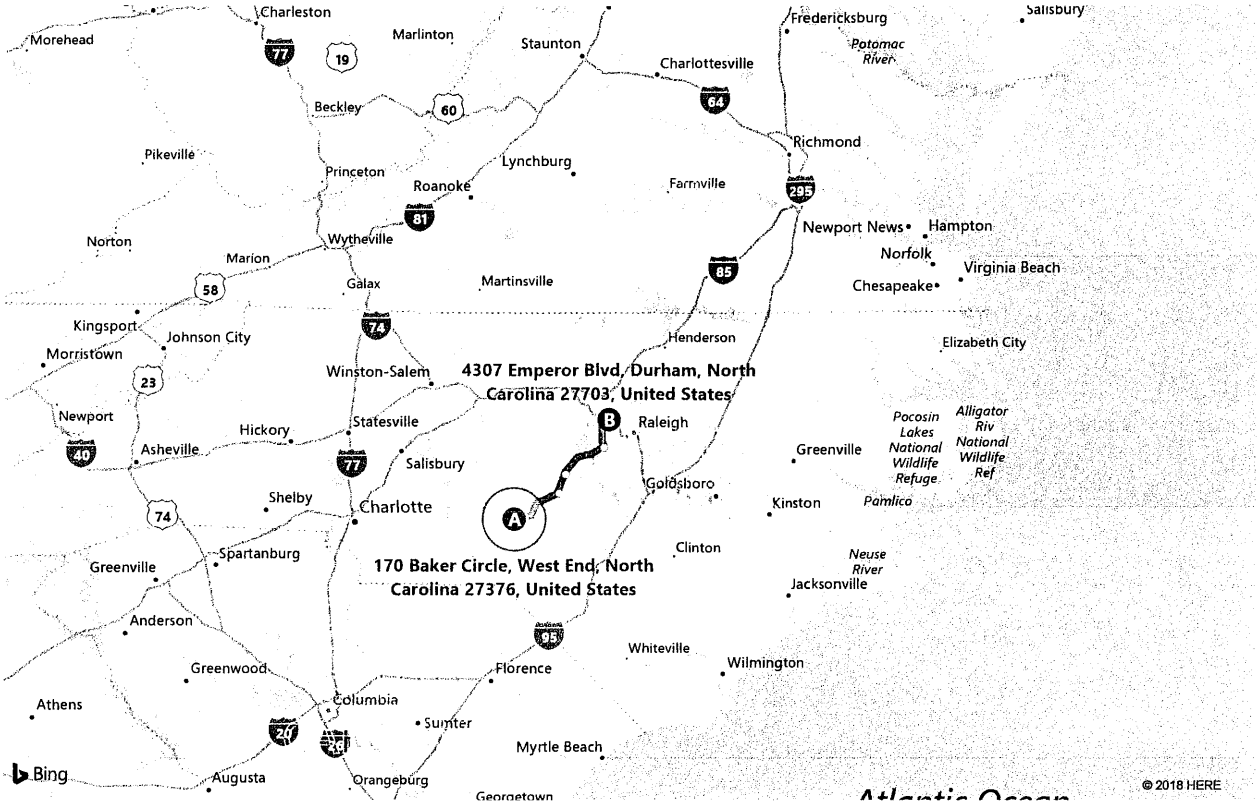
Type your route notes here

**A** 170 Baker Circle, West End, North Carolina 27376, United States

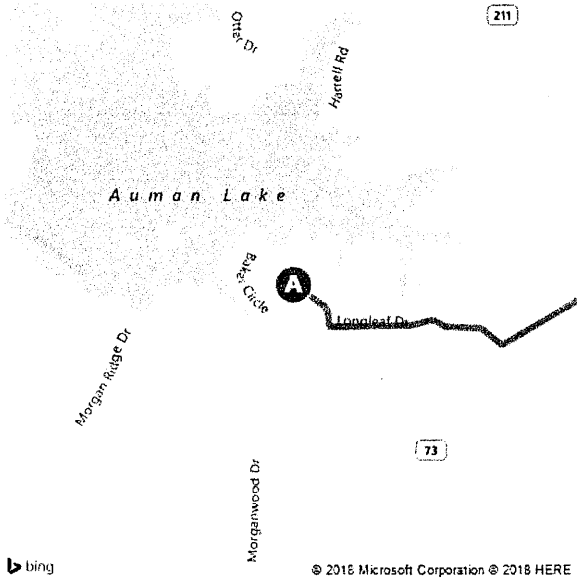
| | | | |
|---|---|---|---|
| ↑ | 1. | Depart **Baker Circle** toward Clay Circle<br>• *Private Road* | 0.2 mi |
| ↰ | 2. | Turn **left** onto **Longleaf Dr**<br>• *Private Road* | 0.4 mi |
| ↱ | 3. | Turn **right** onto **Gateway Dr**<br>• *Private Road*<br>• *Gated road* | 0.3 mi |
| ↰ | 4. | Turn **left** onto **NC-73** | 0.5 mi |
| ↰ | 5. | Turn **left** onto **NC-73 / NC-211** | 0.2 mi |
| ↱ | 6. | Turn **right** onto **NC-73** | 7.5 mi |
| ↰ | 7. | Turn **left** onto **US-15 / US-501 / US 15 501 Hwy** | 3.7 mi |
| ↑ | 8. | Keep **right** to stay on **US-501 / US-15 / NC-22 / US 15 501 Hwy** | 2.7 mi |
| ↑ | 9. | Keep **straight** onto **US-501 N / US-15 N / US 15 501 Hwy** | 0.3 mi |
| ↑ | 10. | Keep **straight** onto **US-15 N / US-501 N / NC-27 N / NC-24 E / US 15 501 Hwy**<br>Pass Sunoco in 8.2 mi | 10.5 mi, 13 min |
| ↰ | 11. | Turn **left** onto **US-501 N / US-1 N / US-15 N**<br>Pass BP/Circle K on the left in 0.9 mi<br>▲ *Minor Congestion* | 4.6 mi |
| ↑ | 12. | Keep **straight** onto **US-501 N / US-1 N / US-1 N BYP / US-15 N** | 4.2 mi |

| | | | |
|---|---|---|---|
| ↑ | 13. | Keep **straight** onto **US-1 N** | 21.9 mi, 24 min |
| 540 | 14. | At exit **93A-B**, take ramp **right** for **NC-540-TOLL North** toward **Durham / RDU Airport**<br>• *Toll road* | 13.8 mi, 17 min |
| ↱ | 15. | At exit **69**, take ramp **right** for **NC-54 West** toward **Chapel Hill** | 0.2 mi |
| ↱ | 16. | Turn **right** onto **NC-54 W / Chapel Hill Rd** | 1.0 mi |
| ↱ | 17. | Turn **right** onto **Emperor Blvd** | 0.5 mi |
| | 18. | Arrive at **Emperor Blvd** on the left<br>The last intersection is Swabia Ct<br>If you reach Slater Rd, you've gone too far | |

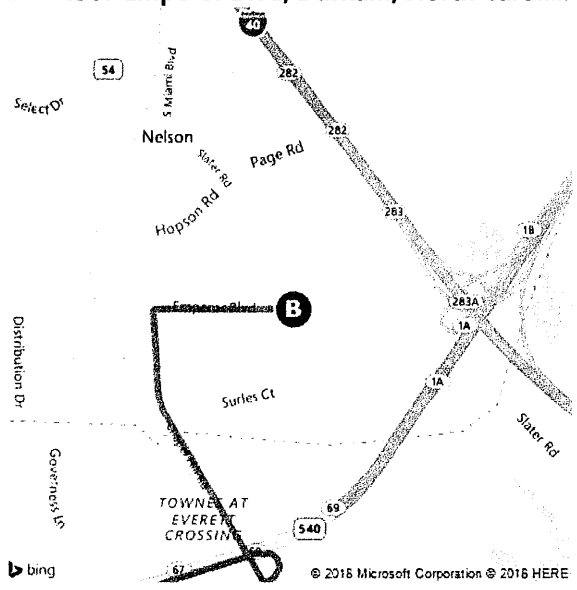
**B** **4307 Emperor Blvd, Durham, North Carolina 27703, United States**




**A** 170 Baker Circle, West End, North Carolin...




**B** 4307 Emperor Blvd, Durham, North Caroli...




These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2018 HERE™.

## YOUR TRIP TO:

1320 17th Street Dr SE, Hickory, NC, 28602-5105

**2 HR 16 MIN | 132 MI**

**Est. fuel cost: $10.30**

**Trip time based on traffic conditions as of 9:58 AM on August 25, 2018. Current Traffic:** Light

Print a full health report of your car with HUM vehicle diagnostics **(800) 906-2501**

1. Start out going **northeast** on NC Highway 73/NC-73 toward Longleaf Way.

   Then 0.70 miles — 0.70 total miles

2. Turn **left** onto NC Highway 211/NC-73/NC-211. Continue to follow NC Highway 211/NC-211.

   Then 11.16 miles — 11.85 total miles

3. Merge onto I-73 N/I-74 W/US-220 N toward **Asheboro**.

   *If you reach Bruton Hatchery you've gone a little too far.*

   Then 28.40 miles — 40.25 total miles

4. Merge onto US-64 W via EXIT 72B toward **Charlotte/Lexington**.

   Then 27.48 miles — 67.73 total miles

5. Merge onto US-64 W toward **Mocksville**.

   Then 19.11 miles — 86.84 total miles

6. Turn **left** onto Wilkesboro St/US-64 W. Continue to follow US-64 W.

   *US-64 W is 0.3 miles past Hospital St.*

   *If you reach N Mocksville Ct you've gone about 0.1 miles too far.*

   Then 2.47 miles — 89.31 total miles

7. Merge onto I-40 W via the ramp on the **left** toward **Statesville**.

   *If you are on US Highway 64 and reach Godbey Rd you've gone about 0.1 miles too far.*

   Then 41.38 miles — 130.69 total miles

8. Take EXIT 126 toward **US-70/Hickory/Newton**.

   Then 0.23 miles — 130.93 total miles

9. Turn **left** onto McDonald Pkwy.

   Then 0.50 miles — 131.42 total miles

10. Turn **right** onto US Highway 70/US-70 W/US-321 Bus N.

    *US Highway 70 is 0.2 miles past 15th Ave.*

    *If you are on Startown Rd and reach 23rd Street Dr you've gone about 0.1 miles too far.*

    Then 0.88 miles — 132.31 total miles

11. Turn **right** onto 17th Street Dr.

    *17th Street Dr is 0.1 miles past 15th Avenue Pl.*

    *If you reach Lenoir Rhyne Blvd you've gone about 0.1 miles too far.*

    Then 0.10 miles — 132.41 total miles

12. 1320 17th Street Dr SE, Hickory, NC 28602-5105, 1320 17TH STREET DR SE is on the **left**.

    *If you reach 13th Avenue Dr you've gone about 0.1 miles too far.*

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

0205-1
Server: MICHAELA H Rec:115
08/22/18 18:36, Swiped T: 64 Term: 7

OUTBACK STEAKHOUSE #3449
1435 13TH AVENUE DR SE
HICKORY, NC 28602
(828)328-6283

| CARD TYPE | ACCOUNT NUMBER |
|---|---|
| VISA | XXXXXXXXXXXX4398 |

00 TRANSACTION APPROVED
AUTHORIZATION #: 61310D
Reference: 0822020100205
TRANS TYPE: Credit Card SALE

| | |
|---|---|
| CHECK: | 33.66 |
| TIP: | 5.00 |
| TOTAL: | 38.66 |

X _____

***Duplicate Copy***

CARDHOLDER WILL PAY CARD ISSUER ABOVE
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT

* Reimburse Only - $15.66

**Agenda Item:** VI.A.
**Meeting Date:** **September 4, 2018**

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** **August 22, 2018**

**SUBJECT:** **Conditional Use Permit Request: School located on the same lot as a church (1305 Hulsey Rd)**

**PRESENTER:** **Debra Ensminger**

## REQUEST

Lee McKinney, Pastor of New Covenant Fellowship of Carthage, NC is requesting a Conditional Use Permit for a school located on the same lot as a church located at 1305 Hulsey Rd, Carthage, further described as New Covenant Fellowship Church, owned by New Covenant Fellowship of Carthage, NC per Deed Book 3787, Page 591.

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

## BACKGROUND

- Current land use –The New Covenant Fellowship Church which also includes a pre-school.
- Nearby land uses – Crop land, low density single family residential (Forest Ridge Subdivision & Cabin Branch Subdivision), New Century Middle School, and Union Pines High School.

## IMPLEMENTATION PLAN

Hold the public hearing.

## ACTION BY THE PLANNING BOARD

The Planning Board met on August 2, 2018 and unanimously recommended approval.

## REQUIRED FINDINGS

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

1. The use will not materially endanger the public health or safety;
2. The use meets all required conditions and specifications;
3. The use will not substantially injure the value of adjoining property unless the use is a public necessity;
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood; and

5. The use will be in general conformity with the approved Moore County Land Use Plan.

**APPLICATION REVIEW COMMENTS**
The proposed site plan meets all Unified Development Ordinance requirements.

**FINANCIAL IMPACT STATEMENT**
No financial impact to the County's FY 2018-2019 budget.

**RECOMMENDATION**
Staff recommends the Moore County Board of Commissioners make the following motion:

**Motion:** Make a motion to approve/deny the Conditional Use Permit for a school located on the same lot as a church located at 1305 Hulsey Rd, Carthage, owned by New Covenant Fellowship of Carthage, NC per Deed Book 3787, Page 591.

**ATTACHMENTS**
- Photos of Property
- Land Use Map
- Conditional Use Permit Application with Submitted Site Plan
- Deed Book 3787, Page 591

**View subject property from Hulsey Rd**

**View of subject property**

**View of undeveloped part of subject property**

**Adjacent property – Forest Ridge Subdivision**

**Adjacent Property – 1805 Union Church Rd**

**Adjacent Property – 1840 Union Church Rd**

Land Use Map
New Century Middle School
Cabin Branch Subdivision
MAGNOLIA HILL
Forest Ridge Subdivision
TIMBERWOOD
ALMOND
CASHEW
Forest Ridge Subdivision
WOODED ACRE
PINEMERE
Undeveloped
Single Family Dwelling
HULSEY
Agricultural Land
UNION CHURCH
Single Family Dwelling
Single Family Dwellings
GRADY
Union Pines High school

# County of Moore
# Planning and Transportation

"One Team – One Mission"

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

## Conditional Use Permit Application

| | | | |
|---|---|---|---|
| Application Date: June 1, 2018 | | | |
| Location/Address of Property: 1305 Hulsey Road, Carthage, NC 28327 | | | |
| Applicant: New Covenant Fellowship | | Phone: 910-947-1412 | |
| Applicant Address: Same as above | City: — | St: — | Zip: — |
| Owner: New Covenant Fellowship | | Phone: 910-947-1412 | |
| Owner Address: Same as above | City: — | St: — | Zip: — |
| Current Zoning District: RA | Proposed Use: Christian School | | |

Comments:
We will start a Christian School on the campus of New Covenant Fellowship We will add 1 grade each year thru 8th grade. New Covenant Fellowship currently has enough building space to house the school.

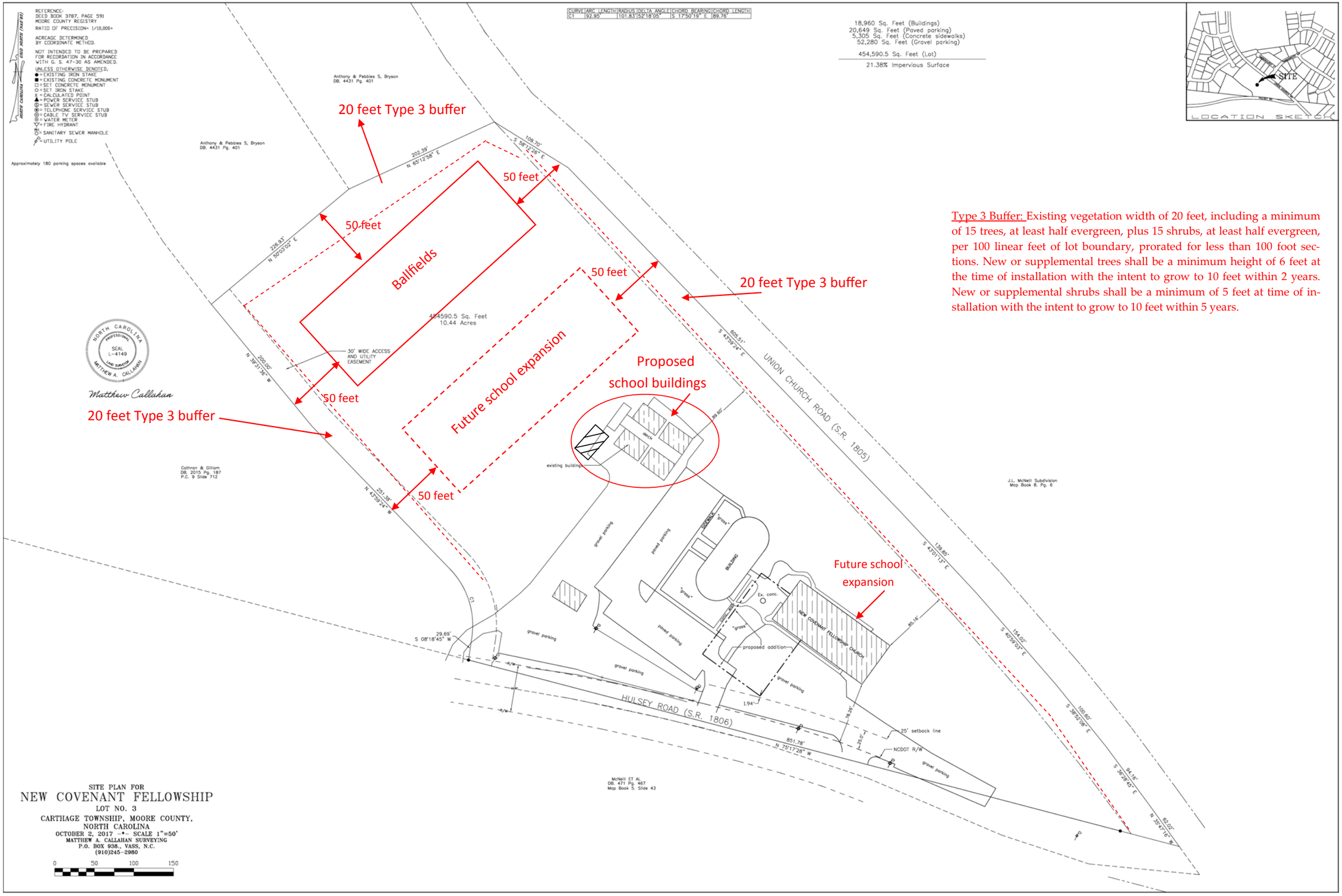
I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.

for New Covenant Fellowship of Carthage NC 6-1-18
Applicant/Owner Signature Date

Applicant/Owner Signature Date

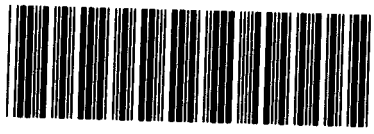
Office Use Only:
PAR ID: 20030311

Donya Cowick 6-7-2018
Received By Date




Type 3 Buffer: Existing vegetation width of 20 feet, including a minimum of 15 trees, at least half evergreen, plus 15 shrubs, at least half evergreen, per 100 linear feet of lot boundary, prorated for less than 100 foot sections. New or supplemental trees shall be a minimum height of 6 feet at the time of installation with the intent to grow to 10 feet within 2 years. New or supplemental shrubs shall be a minimum of 5 feet at time of installation with the intent to grow to 10 feet within 5 years.

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
October 12, 2010 03:26:48 PM
Book 3787 Page 591-597
FEE: $37.00
INSTRUMENT # 2010013689



INSTRUMENT # 2010013689

Prepared By: Hurley E. Thompson, Jr., Carthage, NC 28327
Tax Address:1305 Hulsey Road Carthage, NC 28327
NO TITLE EXAMINATION

**NORTH CAROLINA**

**WARRANTY DEED**

**MOORE COUNTY**

THIS DEED, made and entered into this the 11th day of October 2010, by and between **Donald E. Gaddy, Edgar B. Shuck, Willard R. Dunlop, Jr., Mark Hickey and Eric Barto as Trustees of New Covenant Fellowship**, (hereafter "GRANTOR"), - TO - **New Covenant Fellowship of Carthage, NC, a North Carolina Non-Profit Corporation**, (hereafter "GRANTEE");

W I T N E S S E T H :

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

> Being all of Tract 3, containing 10.44 acres, more or less, as shown, indicated and designated by that certain plat or map recorded in Plat Cabinet 11, Slide 215, Moore County Registry, Carthage, NC and to which reference is hereby made.
>
> This conveyance is subject to: (i) the Declaration of Restrictions and Covenants, if any, as the same may have been amended; (ii) such matters, provisions and

reservations as are shown on the above plat, if any; (iii) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (iv) utility easements of record.

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

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

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

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

Donald E. Gaddy, Trustee

NORTH CAROLINA

MOORE COUNTY

I, JODY L. ATKINS, a Notary Public of the County and State aforesaid, certify that Donald E. Gaddy, as Trustee of New Covenant Fellowship personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 12th day of October 2010.

Jody L Atkins (SEAL)
NOTARY PUBLIC

My commission expires: 09/30/2013.

JODY L. ATKINS NOTARY PUBLIC MOORE COUNTY, NC

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

Edgar B. Shuck

Edgar B. Shuck, Trustee

NORTH CAROLINA

MOORE COUNTY

I, JODY L. ATKINS, a Notary Public of the County and State aforesaid, certify that Edgar B. Shuck, as Trustee of New Covenant Fellowship personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 11th day of October 2010.

Jody L Atkins (SEAL)

NOTARY PUBLIC

My commission expires: 09/30/2013.

JODY L ATKINS NOTARY PUBLIC MOORE COUNTY, NC

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

Willard R. Dunlop, Jr., Trustee

NORTH CAROLINA

MOORE COUNTY

I, JODY L. ATKINS, a Notary Public of the County and State aforesaid, certify that Willard R. Dunlop, Jr., as Trustee of New Covenant Fellowship personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 11th day of October 2010.

Jody L Atkins (SEAL)
NOTARY PUBLIC

My commission expires: 09/30/2013

JODY L ATKINS NOTARY PUBLIC MOORE COUNTY, NC

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

Mark Hickey, Trustee

NORTH CAROLINA

MOORE COUNTY

I, JODY L. ATKINS, a Notary Public of the County and State aforesaid, certify that Mark Hickey, as Trustee of New Covenant Fellowship personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 11th day of October 2010.

Jody L Atkins (SEAL)
NOTARY PUBLIC

My commission expires 09/30/2013.

JODY L. ATKINS NOTARY PUBLIC MOORE COUNTY, NC

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

Eric Barto, Trustee

NORTH CAROLINA

MOORE COUNTY

I, JODY L. ATKINS, a Notary Public of the County and State aforesaid, certify that Eric Barto as Trustee of New Covenant Fellowship personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this 11th day of October 2010.

Jody L Atkins (SEAL)
NOTARY PUBLIC

My commission expires: 09/30/2013.

JODY L. ATKINS NOTARY PUBLIC MOORE COUNTY, NC

**Agenda Item:** VIII.A.
**Meeting Date: September 4, 2018**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Sheriff Neil Godfrey**

**DATE: August 24, 2018**

**SUBJECT: Sole Source Justification Approval and Authorization to Purchase an iRecord Universe IP Turnkey Video Recording System**

**REQUEST:**

We are requesting that the Board of Commissioners approve the sole source justification and authorize the purchase of the iRecord Universe IP Turnkey Video Recording System from Edge One Solutions Inc. in the amount of $48,026.00.

**BACKGROUND:**

Our investigators are currently using an older version of the iRecord Video Recording System for recording interviews with suspects, witnesses and victims. We have seven interview rooms that contain cameras and microphones for recording these interviews. We also utilize this system to assist other law enforcement agencies with recording interviews in these rooms.

North Carolina law requires that certain types of interviews have to be recorded. These interviews include interviews with suspects in murder investigations, sexual assaults and other serious crimes.

The current recording system was purchased in 2012 and has aged out. The latest technology is the I-Record Universe Recording System which includes: Redaction, Multi-Department Security, Chain of Evidence Audit Reporting, Remote Control On/Off, Universal Desktop, Local Evidence Vault, Remote Live Viewing and Monitoring. All of these features will help our investigators be more effective at their jobs. The bottom line is the Investigator can conduct a timely (Recorded) interview in the field without having to bring the person of interest and or witness to the office.

The computer hardware with our current system uses two Dell servers to run the I-Record Video/Audio Recording software. These servers were first purchased in 2012 with the Rhyne Center. The servers are running Windows 7. Microsoft ended mainstream support for Windows 7 on January 13, 2015, with extended support ending January 14, 2020. Sergeant David Bishop has been keeping both servers running with parts from Best Buy. However, they are getting more difficult to keep operational each year. Dell recommends following the manufacturer's warranty and their recommended replacement timeline. Those timelines typically vary from 3-5 years and very rarely extend past 5 years.

All video recordings stored in our current system will be transferred and maintained in the new system.

**IMPLEMENTATION PLAN:**

If approved, the new system will be installed and should be operational by October 1st, 2018.

**FINANCIAL IMPACT STATEMENT:**

The cost for this the new system will be $48,026.00. We will use available funds from our Drug Forfeiture account.

**RECOMMENDATION SUMMARY:**

I recommend that the Board approve this request.

**Motion:**

Motion to approve the Sole Source purchase of the iRecord Universe IP Turnkey Recording System from Edge One Solutions Inc. in the amount of $48,026.00.

**SUPPORTING ATTACHMENTS:**

1. Sole Source Justification Form for Edge One Solutions Inc.
2. Sole Source Letter from Edge One Solutions Inc.
3. Price Quote from Edge One Solutions
4. iRecord Brochure

**SOLE SOURCE JUSTIFICATION FORM**
(for items costing $5,000.00 or more)

Vendor: Edge One Solutions Inc.

Item: IRecord Digital Video/Audio Recording System for Interviews

Estimated expenditure for the Above Item: $48,026.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. XX Sole source is for the original manufacturer or provider, there are no area distributors.

2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.

3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended function.

4. XX The parts/equipment are required from this source to permit standardization.

5. _____ None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Moore County Sheriff's Office
Department

County Manager/designee ($5,000 - up to $30,000)
Board of Commissioners ($30,000 and up)

Date

July 31, 2018

Captain Josh Craven:

Edge One Solutions, Inc. is the exclusive sole source provider of iRecord Audio and Video Interview Software and Hardware Products in the state of North Carolina. Edge One Solutions, Inc. is solely responsible for distributing, installing, supporting and maintaining the iRecord system.

Word Systems, Inc. is the master distributor of iRecord and in the event that Edge One Solutions, Inc. is unable to maintain or support the iRecord system, Word Systems will be the primary company providing support and maintenance for any and all iRecord systems in the states of North and South Carolina.

Should you need further clarification of the statements above, please contact me at 919-554-1954.

Sincerely,

Todd Williams
President, Edge One Solutions, Inc
5301 Mill Dam Rd.
Wake Forest, NC 27587

iRecord

Edge One Solutions, Inc.

## *iRecord Digital Video/Audio Recording System for Interviews*

*Date: 8/15/2018*

Prepared For: Moore County Sheriff's Department
Captain Josh Craven, 910-638-9765, jcraven@moorecountync.gov
Prepared By: Todd Williams , 919-554-1954

| QTY | DESCRIPTION | PART # | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| | **iRecord Vi Software Feature Upgrades/Options** | | | |
| | iRecord Universe Software includes: Redaction, Multi-Department security, Chain of Evidence Audit Report, Export to DVD+USB, Remote Control On/Off, Universe Desktop, Local Evidence Vault, 10x iRecord Thick Client Licenses, Remote Live Viewing, RTSP Live Monitoring (Additional hardware required), File import, Picture-in-picture<br>One Year Hardware and Software Warranty | | | |
| 2 | iRecord Universe IP Turnkey Recording System (4 Room) | IR-Universe (4) | $20,055 | $40,110.00 |
| 2 | iRecord Anywhere Software for Windows 10 Tablet, 90 Day Warranty | IR22660212225 | $495.00 | $990.00 |
| 1 | iRecord Enterprise Upgrade from Vi to Universe Enterprise (Legacy customers only) | IR-Universe-EVI | $2,805 | $2,805.00 |
| | **System Accessories** | | | |
| 2 | Backup Interview 4TB Capture Hard Drive | AXI- | $370.00 | $ 740.00 |
| | **Color Cameras** | | | |
| 7 | Axis 3374-V IP Camera | AX-P3374V | $735.00 | $5,145.00 |
| | **Microphones** | | | |
| | | | | |
| | **Other Hardware** | | | |
| 2 | 16 Port Managed Network Switch - 8x PoE (8 cameras max) | NESW-16PM | $ 295.00 | $590.00 |
| 2 | RTSP Real Time HD Live Monitor Interface Kit to HDTV (Includes PC Stick) | PCSTICK | $595.00 | $1,190.00 |
| 0 | Viewsonic 22" LCD Monitor | MON22 | $ - | $0.00 |
| 1 | John E. Reid Training Voucher Expires 12/31/2018 | WSI-JERTraining | $750.00 | $0.00 |
| | | | **SUB-TOTAL** | $51,570.00 |
| 1 | Installation of Universe, Anywhere, and Training (Cable Runs Not Included) | | | *$ 3,928.00* |
| 1 | Extended iRecord Anywhere Warranty to 1 Year after 90 Day Initial Warranty | | $950.00 | $ - |
| ***1*** | ***iRecord Upgrade Promotional Discount*** | | ***$7,472.00*** | ***($7,472.00)*** |
| 0 | Optional CAT6 Cabling installed by Edge One $4,650.00 | | | |
| | | | **SYSTEM TOTAL** | **$48,026.00** |

**TERMS AND CONDITIONS:**

A *Please see Exhibit A for sample Statement of Work -To be reviewed at Pre-installation meeting.*

B *Please see Exhibit B for Technical Services Agreement.*

C *DELIVERY: Please allow estimated 30 days from date of written purchase order (or date of first payment when applicable) for delivery.*

D *Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by Edge One's supplier is paid by customer.*

E *This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.*

F *Payment terms; 50% with order, 50% upon system installation. Special Payment Term requests need to submitted in writing*

G *This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in*

H *QUOTATION IS VALID FOR 90 DAYS*

I *Please mail purchase orders to Edge One Solutions, 5301 Mill Dam Rd., Wake Forest, NC 27587, Fax 919-554-9257.*

J *Installation of Anywhere Software to be done by Customer*

K *Annual Support Plan does not cover existing cameras, microphones and monitors*

Approved By PO#

Title DATE

# ONE TOUCH HIGH DEFINITION RECORDING
## AND SECURE ENTERPRISE VIDEO MANAGEMENT SOLUTION

## HIGH DEFINITION ON DEMAND VIDEO RECORDING SYSTEMS

Increase efficiency and minimize risk through the recording and management of interviews.

iRecord is the leading on-demand high definition digital audio and video recording, broadcast and content management solution. iRecord cost effectively helps organizations record, store, distribute, manage and utilize critical audio and video recordings. iRecord is “purposeful” technology because it helps public safety cost-effectively increase efficiency, effectiveness, and productivity: helping them better serve and protect.

## iRecord**ANYWHERE**
MOBILE RECORDING SOLUTION

- Software Only Download Option
- Microsoft® Surface Pro Tablet
- Chain of Evidence
- Copies in WMV & WMA
- Video Grab Frame Technology
- META Data
- Searchable Notes
- Save to USB Flash Drive
- Thumbnail Video Playback Preview
- SQL Database
- Simple One-Touch Recording
- HD Resolution Supports 1080p
- Touch Screen User Interface
- New, Next-Generation Interface Design
- Export to all iRecord Legacy Systems
- Non Proprietary CODECS
- Video Date/Time Overlay Watermarking

## iRecord**UNIVERSE**
MULTI-ROOM CAPTURE SOLUTION

- IP Cameras / HD
- Video Grab Frame Technology
- META Data
- Searchable Notes
- Thumbnail Video Playback Preview
- Simple One-Touch Recording
- Video Redaction Software
- Non Proprietary CODECS
- Picture in Picture
- Remote Start/Stop
- Save To USB Flash Drive
- HD Resolution Supports 1080p @ 1920x1080
- Windows Media Files / Consumer DVD
- Video Date/Time Overlay Watermarking
- Chain of Evidence - Audit Trail Report
- Video File Import

## iRecord**CLOUD**
CJIS COMPLIANT CLOUD SOLUTIONS FOR VIDEO

***Cost –*** Cloud storage is much more cost efficient compared to traditional backup and storage methods.

***Invisibility –*** Cloud storage is invisible with no physical presence which frees up valuable space in server areas.

***Automation –*** Online storage services make the tedious process of backing up easy to accomplish through secure online vitalization.

***Accessibility –*** Access your recordings from any Internet connection via mobile browser or work computer.

***Sharing and Collaboration –*** Easily share recordings with just a few clicks.

***Protection –*** Cloud storage adds another layer of protection for irreplaceable evidence. Backup recordings are stored in a secure location that is physically removed from other storage devices.

***Recovery –*** Cloud storage provides backups of all original recordings so you can restore them with zero downtime.

***CJIS Compliant –*** iRecord Cloud Technology is built around the CJIS compliant cloud that meets all requirements for federal, state and local governments.

## iRecord**ENTERPRISE**
CENTRALIZED EVIDENCE MANAGEMENT SOLUTION

- Advanced Network Connectivity (LAN or WAN)
- Windows 2008 Server
- Advanced Interdepartmental Security
- Automatically Export Files to Network Storage
- Advanced Long Term Storage Options
- Compatible with Virtual Servers
- Advanced Backup and Redundancy
- Supports Unlimited Simultaneous Users
- Single Centralized Database

**Secure Evidence Vault provides a central and Tamper resistant repository to Categorize, Index and Retrieve many years of historical interviews and case information.*

"I have received nothing but positive feedback from the detectives and the supervisors about iRecord and how user friendly it is. Since the systems have been in place even the prosecutors are pleased with the audio and video quality. It's obvious that the iRecord System and Word Systems Inc., was just what we were looking for!"

- Captain F.A. Aldorasi, Commander
Maricopa County Sheriff's Office
Major Crimes Division

*sales@iRecord.tv* *1.800.806.5339* *www.iRecord.tv*

*Contact us today for more information or to arrange a demonstration.*

**Agenda Item:** VIII.B.
**Meeting Date: September 4, 2018**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 28, 2018**

**SUBJECT:** **Consulting Services Contract Amendment**

**PRESENTER:** **Chad Beane, Solid Waste & Recycling Manager**

**REQUEST:**
Execute the contract amendment with Golder Associates NC, Inc. for consulting services on a variety of environmental compliance and reporting matters related to the two landfills owned and operated by Moore County. In essence, request approval to extend the term of the original agreement to include Fiscal Year 2018-2019 and increase the amount not to be exceeded annually of the original agreement from $49,750.00 to $67,750.00 for the period of the aforementioned extension.

**BACKGROUND:**
Golder Associates entered an agreement with the County on September 6, 2013 to provide consulting services. They have an extensive background with the County and a thorough understanding of the Moore County Landfill operations and historical data as well.

**IMPLEMENTATION PLAN:**
Authorize contract amendment to be signed.

**FINANCIAL IMPACT STATEMENT:**
Contract services for consulting is a budgeted item.

**RECOMMENDATION SUMMARY:**
Make a motion to approve the contract amendment with Golder Associates NC, Inc. for consulting services and authorize the chair to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**
Contract Amendment No. 1

DocuSign Envelope ID: 19E557E7-685C-458E-90C0-A07980E6C5D1

COUNTY OF MOORE CONTRACT AMENDMENT NO. 1

STATE OF NORTH CAROLINA

This Contract Amendment No. 1 (this "Amendment") is made the 21st day of August, 2018, between the County of Moore (the "County") and Golder Associates NC, Inc., (the "Consultant").

WITNESSETH

WHEREAS, the County and Consultant previously entered into an agreement on September 6, 2013, pursuant to which, Consultant provided the County consulting services on a variety of environmental compliance and reporting matters related to the two landfills owned and operated by the County (the "Original Agreement"); and

WHEREAS, the County and Consultant desire to extend the term of the Original Agreement to include the Fiscal Year 2018-2019 and increase the amount not to be exceeded annually of the Original Agreement by $18,000.00, from $49,750.00 to $67,750.00, for the period of the aforementioned extension.

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

1. The first sentence of Section 2 of the Original Agreement will be amended to read: "The term of this contract for services is from July 1, 2013 to **June 30, 2019**."

2. The first sentence of Section 3 of the Original Agreement will be amended to read, "Consultant shall receive from the County a sum not to exceed $49,750.00 annually as full consideration for the provision of services **prior to July 1, 2018; for the period beginning on July 1, 2018 and ending on June 30, 2019, the sum due under the contract for all services provided shall not exceed $67,750.00."**

3. The provisions related to fees in Section V of Attachment 1 to the Original Agreement will be amended to read as follows:

   Phases 100 and 200. As requested by the County, the fees for Phases 100 and 200 will be invoiced on a lump sum basis. For services provided prior to July 1, 2018, the Consultant will submit an invoice for payment of fees attributable to Phases 100 and 200 after submittal of the reports to the NC DENR. For services provided on or after July 1, 2018, the Consultant will invoice the County twice on a percentage of completion basis. The first invoice will be submitted upon completion of field activities. The second invoice will be submitted after completion and submittal of each report to the NC DEQ.

   Phase 300. All fees associated with Phase 300 services will be invoiced on a time-and-materials, as-needed basis, after receiving prior approval of the County. Invoices will be submitted at the completion of a requested service. For Phase 300 services provided prior to July 1, 2018, charges will be assessed in accordance with an annual rate schedule to be updated annually. For Phase 300 services provided on or after July 1, 2018, charges will be assessed in accordance with the 2018 Golder Associates NC, Inc., rate schedule shown below.

DocuSign Envelope ID: 19E557E7-685C-458E-90C0-A07980E6C5D1

| Labor Charges | |
|---|---|
| *Personnel Category* | *Hourly Rate* |
| Admin Support | $62.00 |
| Staff Admin Support | $72.00 |
| Senior Admin Support | $82.00 |
| Technician | $70.00 |
| Staff Technician | $80.00 |
| Senior Technician | $90.00 |
| Sr. Technician/Construction Manager | $105.00 |
| Draftsperson | $88.00 |
| Staff Draftsperson | $98.00 |
| Senior Draftsperson | $108.00 |
| Senior CAD Designer | $118.00 |
| Engineer/Scientist | $90.00 |
| Staff Engineer/Scientist | $105.00 |
| Project Engineer/Scientist | $120.00 |
| Senior Project Engineer/Scientist | $140.00 |
| Senior Engineer/Scientist | $165.00 |
| Senior Consultant | $190.00 |
| Practice/Program Leader | $210.00 |
| Sr. Practice/Program Leader | $225.00 |
| **Other Direct Costs** | |
| Materials, travel, subsistence, subcontractor costs, etc. | Cost + a minimum general and administrative fee of 10% |
| **Office Services** | |
| Direct project non-labor office costs such as mail, telephone, fax transmissions, personal computers, and in-house photocopying | 5% of the total labor fees |
| CAD/GIS computers, color photocopies, outsourced photocopies/reproductions, and drawing reproduction | $0.10 per page (photocopies)<br>$0.55 per sq. ft. (plotter) |

Fees attributable to the periods of time covered by the Original Agreement and the period of time covered by this Amendment are shown below.

| Services Performed Before July 1, 2018 | |
|---|---|
| **Phase and Description** | **Fee** |
| *Phases to be invoiced on a Lump Sum basis* | |
| Phase 100: WQ Monitoring and Reporting | $37,600 |
| Phase 200: Methane Monitoring and Reporting | $4,150 |
| *Phases to be invoiced on a Time and Materials, As-Needed Basis (estimated fees)* | |
| Phase 300: General Consulting | $8,000 |
| **Annual Total** | **$49,750** |

DocuSign Envelope ID: 19E557E7-685C-458E-90C0-A07980E6C5D1

| Services Performed On or After July 1, 2018 | |
|---|---|
| **Phase and Description** | **Fee** |
| *Phases to be invoiced on a Lump Sum basis* | |
| Phase 100: Active MSW and Closed C&D Landfill Monitoring and Reporting | $47,750 |
| Phase 200: Quarterly Landfill Gas Monitoring and Reporting | $5,000 |
| *Phases to be invoiced on a Time and Materials, As-Needed Basis (estimated fees)* | |
| Phase 300: General Environmental Consulting | $10,000 |
| Phase 400: ASD Addendum Response | $5,000 |
| **Annual Total** | **$67,750** |

4. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

COUNTY OF MOORE

Catherine Graham, Chair
Moore County Board of Commissioners

CONSULTANT

DocuSigned by:
Rachel P Kirkman
256F1EBE1499435E...

Rachel P. Kirkman, P.G.
Vice President

ATTEST:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

DocuSigned by:
Caroline Xiong
1559291633E944E...

Finance Officer

**Agenda Item:** VIII.C.
**Meeting Date:** **September 4, 2018**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 24, 2018**

**SUBJECT:** **Encroachment In Sewer Easement Lot 24 (125 Quail Hollow Drive) in CCNC**

**PRESENTER:** **Randy G. Gould, PE**

**REQUEST:**
Execute the Partial Release of Easement for Lot 24 (125 Quail Hollow Drive) in the Country Club of North Carolina (CCNC).

**BACKGROUND:**
A partial release of sewer easement was granted by Moore County on June 4, 1984 for the encroachment of a porch in the sewer easement on Lot 24. The sewer line is a 30" interceptor pipe which transports wastewater to the wastewater treatment plant. MCPU staff visited the site and determined that there are no manholes that would require periodic maintenance for access in the vicinity of the encroachment. The closest encroachment is about 5.5 feet from the sewer line. In the event of a pipe failure at that location a point repair would be needed, which could impact the structure. Staff believes they can perform their needed maintenance of the line without removing the encroached structure.

The Partial Release includes an indemnification clause benefitting the County.

**IMPLEMENTATION PLAN:**
Authorize Partial Release of Easement to be signed.

**FINANCIAL IMPACT STATEMENT:**
None.

**RECOMMENDATION SUMMARY:**
Make a motion to approve, and authorize the Chair to sign, the attached Partial Release of Easement for the encroachment at Lot 24 in CCNC.

**SUPPORTING ATTACHMENTS:**
Partial Release if Easement dated September 4, 2018
Survey Maps dated 7/20/18

STATE OF NORTH CAROLINA
COUNTY OF MOORE

**PARTIAL RELEASE OF EASEMENT**

THIS PARTIAL RELEASE OF EASEMENT, made this ____ day of _____, 2018, by and between MOORE COUNTY, a municipal corporation, (hereinafter "Grantor"), and NELIAH A. COTTAM, (hereinafter "Grantee"),

WITNESSSETH:

WHEREAS, Grantor is the owner of a sewer easement as recorded in Deed Book 396, Page 58, of the Moore County Public Registry in which it was granted a perpetual easement (the "Sewer Easement") with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a pipe line to contain and transport sewage upon, along, over, under, through and across the property therein described;

WHEREAS, Grantee is the owner of substantially all of Lot 24, Block W, Addition No. 2 of Royal Dornoch Golf Village as described in a deed to the Grantee recorded in Book 1543, Page 266 of the Moore County Public Registry (the "Premises") which Premises are subject to the Sewer Easement; and,

WHEREAS, the Grantor has previously released a portion of the Sewer Easement by that certain Partial Release of Easement dated June 4, 1984 recorded in Book 519, Page 159 of the Moore County Public Registry (the "Original Easement") which includes a map that shows the encroachment to be to a depth into the easement of two and one half (2.5') feet; and,

WHEREAS, it has recently been discovered that an addition built onto the residential structure located on the Premises further encroaches into the Sewer Easement in that the encroachment is wider (side to side) but only slightly deeper (boundary of line to centerline of easement) into the Sewer Easement than the original encroachment of two and one half (2.5') feet in depth; and,

WHEREAS, Grantee has requested Grantor to release from the Sewer Easement so much of the Sewer Easement as is described in Exhibit "A" and is denoted "Area To Be Released" on the plat attached hereto as Exhibit "A-1" both of which are herein incorporated by reference.

NOW, THEREFORE, said Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has released and abandoned that portion of the Sewer Easement herein described, and by these presents does release and abandon that portion of the Sewer Easement herein described unto Grantee, upon all that certain parcel of land situate near the Village of Pinehurst and being in Mineral Springs, Township, Moore County, the State of North Carolina and more particularly described on Exhibit "A" and shown on Exhibit "A-1" both attached hereto and incorporated by reference.

In consideration of Grantor's execution of this Partial Release of Easement, the Grantee for herself and her heirs, successors and assigns herewith agrees to indemnify and hold harmless the Grantor, its successors, assigns, as well as those governmental officials who have been either elected to serve as Commissioners of the Grantor or who are employed by Grantor (the "Released Parties") from any and all claims, demands, actions, and rights of action (including reasonable attorneys' fees incurred in the defense of such claims) of whatever kind or nature, in law or in equity, known or unknown, arising from or related to any bodily or personal injuries, death or property damage which arise from or relate to that the use by Grantor of that portion of the Sewer Easement which has not been released pursuant to the terms of this Partial Release of Easement (collectively "Claims") except those Claims that result from Grantor's willful misconduct or gross negligence. The provisions of this indemnity and hold harmless shall be enforceable against the Grantee herein and her successors in interest to title to the Premises and such provisions shall be appurtenant to and run with title to the Premises.

TO HAVE AND TO HOLD SAID property herein described, together with all privileges and appurtenances thereunto belonging, to the Grantee free and discharged from the Sewer Easement.

BUT IT IS UNDERSTOOD AND AGREED that this release shall apply only to so much of said lands as are herein expressly described, and that as to the remainder of the said lands, said easement shall be and remain in full force and affect.

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

*(The remainder of this page has intentionally been left blank; signature pages follow)*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized officers and its seal to be hereunto affixed by authority of its County Commissioners, and the Grantee has hereunto set her hand and seal all the day and year first above written.

MOORE COUNTY

By: _____
Chairman

(SEAL)

ATTEST:

_____
_____ Clerk

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally known to me or proven by satisfactory evidence, personally come before me this day and acknowledged that she is the Clerk of the Board of County of Commissioners of the County of More, and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chair of the Board of County Commissioners, sealed with its seal and attested by her as the Clark to the Board of County Commissioners.

Witness my hand and official stamp or seal, this _____ day of _____, 2018.

(Official Seal)

_____
Notary Public

My commission expires: _____

_____ (SEAL)
Neliah A. Cottam, Grantee

STATE OF NORTH CAROLINA, COUNTY OF MOORE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally known to me or proven by satisfactory evidence, personally come before me this day and acknowledged her due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2018.

(Official Seal)

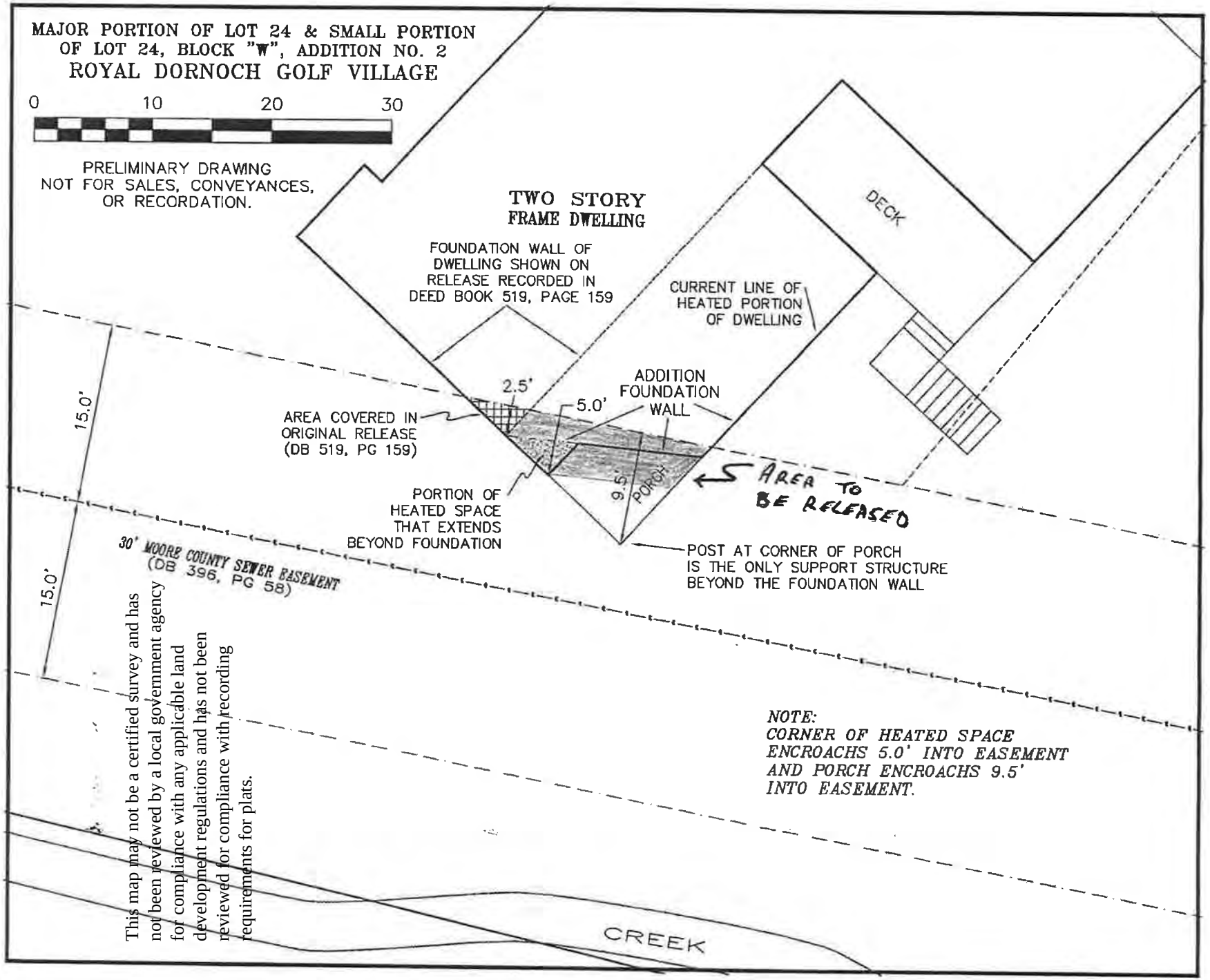
_____
Notary Public

My commission expires: _____

Schedule A

That shaded area denoted “Area To Be Released” on that certain plat entitled “Major Portion of Lot 24 & small Portion of Lot 24, Block “W”, Addition No. 2 Royal Dornoch Golf Village attached hereto as Exhibit “A-1” reference to which is herewith made.

Exhibit A-1




This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

**Agenda Item:** VIII.D.
**Meeting Date: September 4, 2018**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE:** **August 24, 2018**

**SUBJECT:** **Vehicles Contract Amendment**

**PRESENTER:** **Randy G. Gould, PE**

**REQUEST:**
Execute the contract amendment with Ilderton Dodge Chrysler Jeep for the purchase of three (3) trucks for the Public Works Department

**BACKGROUND:**
Bids were received on May 10, 2018 for vehicles for Moore County Public Works. Ilderton Dodge Chrysler Jeep was the low bidder for three (3) trucks and was awarded a contract. Piedmont Trucks was the second low bidder for these trucks. Cooper Ford was low bidder for a fourth truck and was awarded a contract for that one. Ilderton is requesting additional time to deliver the vehicles due to internal modifications made by Dodge in the delivery process. They have agreed to hold their bid price and in fact Moore County will be receiving model year 2019 vehicles.

**IMPLEMENTATION PLAN:**
Authorize contract amendment to be signed.

**FINANCIAL IMPACT STATEMENT:**
The replacement of these vehicles is a budgeted item.

**RECOMMENDATION SUMMARY:**
Make a motion to authorize the chairman to sign the contract amendment with Ilderton Dodge Chrysler Jeep to extend the delivery date of the three (3) Dodge 5500 trucks.

**SUPPORTING ATTACHMENTS:**
Contract Amendment No. 1

DocuSign Envelope ID: 7ADC93FD-1B18-44AF-B3FE-320DBEAE70AB

COUNTY OF MOORE CONTRACT AMENDMENT NO. 1

STATE OF NORTH CAROLINA

This Contract Amendment No. 1 (this "Amendment") is made the 4th day of September, 2018, between the County of Moore (the "County") and Horace G. Ilderton, LLC (the "Seller).

WITNESSETH

WHEREAS, the County and Seller previously entered into an agreement on May 24, 2018, pursuant to which, the County is purchasing three (3) Dodge trucks (the "Original Agreement"); and

WHEREAS, the County and Seller desire to extend the term of the Original Agreement until June 30, 2019.

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

1. The first sentence of Section 2 of the Original Agreement will be amended to read: "The Seller will deliver Goods covered by this Contract to the County on or before **June 30, 2019**."

2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

COUNTY OF MOORE

Catherine Graham, Chair
Moore County Board of Commissioners

SELLER

Catherine Martin
Fleet Manager

ATTEST:

Laura M. Williams
Clerk to the Board

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

Finance Officer

**Agenda Item:** VIII.E.
**Meeting Date: 9/04/18**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

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

**DATE: August 27, 2018**

**SUBJECT: Reimbursement Resolution for North Moore High School**

**PRESENTER: Caroline L. Xiong**

**REQUEST:**

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 North Moore High School.
#

**BACKGROUND:**

On June 5th, 2018, the Board approved the request from Moore County Schools to fund the design of phase 1A additions and renovations to North Moore High School and site investigations. The total amount of the request was $1,033,000.

On June 19th, 2018, the County transferred $1,033,000 from the Capital Reserve for Governmental Projects to the North Moore High School Capital Project fund.

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The amount of the reimbursement should not exceed $1,100,000.

**RECOMMENDATION SUMMARY:**

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 North Moore High School.

**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 _____, 2018.

Present: Chair Catherine Graham, presiding, and Commissioners _____

_____

Absent: Commissioners _____

_____

Also present: _____

_____

* * * * * *

_____ 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 (the "County") as follows:

Section 1. The Board hereby finds, determines and declares the following:

(a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the renovation, expansion and equipping of North Moore High School (collectively, the "Project").

(c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.

(d) $1,100,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Project.

(e) This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations to expressly declare the official intent of the County to reimburse itself from the proceeds of debt to be hereinafter incurred by the County for certain expenditures paid by the County on or after the date which is sixty (60) days prior to the date hereof.

(f) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(g) All Original Expenditures to be reimbursed by the County were paid no more than sixty (60) days prior to, or will be paid on or after the date of, this declaration of official intent, 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"). The County understands that, except for the Preliminary Expenditures, such reimbursement must occur not later than eighteen (18) months after the later of (a) the date the Original Expenditures were paid and (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the Original Expenditures were paid.

Section 2. This resolution shall take effect upon its adoption.

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:_____

_____

Noes:_____

_____

* * * * * *

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 _____, 2018, as relates in any way to the passage of the foregoing resolution.

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 ____ day of _____, 2018.

_____
Clerk to the Board of Commissioners

[SEAL]

**Agenda Item: IX. A.**
**Meeting Date: 09/04/2018**

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

**FROM: Laura M. Williams, Clerk**

**DATE: 08/30/2018**

**SUBJECT: Appointments / Town of Cameron Planning Board ETJ Member**

## REQUEST:

Appoint extraterritorial jurisdiction (ETJ) member to the Town of Cameron Planning Board.

## BACKGROUND:

The Town of Cameron Board of Commissioner has requested the appointment of Mr. Keith Cameron, 1075 Pineywood Church Rd., Cameron, to the Town's Planning Board as an ETJ member.

## IMPLEMENTATION PLAN:

Clerk will make notification of appointment.

## RECOMMENDATION SUMMARY:

Make a motion to appoint Keith Cameron as an ETJ member of the Town of Cameron Planning Board.