MOORE COUNTY BOARD OF COMMISSIONERS

MONDAY, MAY 16, 2022

REGULAR MEETING, 5:30 P.M.

CALL TO ORDER

INVOCATION – Rev. Arnold Comer, Summer Hill Baptist Church

PLEDGE OF ALLEGIANCE – Wayne Vest, County Manager

I. PUBLIC COMMENT PERIOD (Procedures are attached to agenda.)

II. ADDITIONAL AGENDA

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

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

A. Minutes: May 3, 2022, Regular Meeting
B. Resolution to Establish FY 23 Regular Meeting Schedule
C. Tax Releases/Refunds – April 2022
D. Budget Amendments
E. Bad Debt Write-Off FY 22
F. $1,500 Technology Grant for SHIIP
G. Amendment to Contract with Mid South Food Services – Aging
H. Amendment 5 to Contract with S&ME – Solid Waste
I. Amendment 2 to Contract with Charles R. Underwood – Public Works
J. Amendment 5 to Contract with McGill Associates – Public Works
K. Amendment to Bylaws for Moore County Planning Board

IV. RECOGNITIONS

A. Vulnerable Adults and Elder Abuse Awareness Month (Emily Lauder, Social Worker)

V. PRESENTATIONS

A. Administration – Telework Policy Pilot (Telework Committee Members)

B. Administration – Proposed FY 23 Budget (Wayne Vest, County Manager)

VI. PUBLIC HEARINGS

A. Call to Public Hearing/Administration – FY 23 Proposed Budget (Wayne Vest, County Manager)
B. Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road and Rename One Road (Rachel Patterson, GIS Manager)

C. Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Farm Life School Rd. (Debra Ensminger, Planning Director)

D. Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Cool Springs Rd. (Debra Ensminger, Planning Director)

E. Public Hearing/Planning – General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway (Debra Ensminger, Planning Director)

VII. QUASI-JUDICIAL HEARINGS

A. Quasi-Judicial Hearing/Planning –Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Union Church Rd) (Debra Ensminger, Planning Director)

VIII. OLD BUSINESS

IX. NEW BUSINESS

A. Finance – Request for Adoption of Policies Required for Federal Compliance for American Rescue Plan (Caroline Xiong, Finance Director / Tami Golden, Internal Auditor / Terra Vuncannon, Purchasing Manager)

B. Finance – Request for Approval of Grant Project Ordinance for ARP Act of 2021: CSLFRF Revision 1, WPCP ARP Capital Project Ordinance, and MCPU Capital Project Ordinance (Caroline Xiong, Finance Director)
X. APPOINTMENTS

A. Planning Board

XI. ADDITIONAL AGENDA
XII. MANAGER’S REPORT

XIII. COMMISSIONERS’ COMMENTS

XIV. CLOSED SESSION – if needed

3

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

Transportation Advisory Board, Wednesday, May 18, 3:00pm (Daeke)
Airport Hangers Groundbreaking, Monday, May 23, 11:00am
Special Meeting (Development), Tuesday, May 24, 9:30am
Memorial Day Holiday, County Offices Closed, Monday, May 30
Pre-agenda, Wednesday, June 1, 9:30am (Picerno / Quis)
Regular Meeting, Tuesday, June 7, 10:30am

PUBLIC COMMENT PROCEDURES MOORE COUNTY BOARD OF COMMISSIONERS The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures: 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes. 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff. 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic. 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.

5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed. 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity. 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.

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

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

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

11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room. 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board. Adopted on the 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.

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, MAY 3, 2022

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, May 3, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno, Otis Ritter

Commissioners Absent:

Chair Frank Quis

****

Vice Chair Graham called the meeting to order. Reverend Jeff Mitchell of Red Branch Baptist Church offered the invocation and GIS Manager Rachel Patterson led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered comment: John Misiaszek, Kevin Lewis. (Commissioner Picerno was absent from the room during Mr. Lewis' comments.)

Vice Chair Graham asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

CONSENT AGENDA

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

Minutes: April 19, 2022, Regular Meeting
Amendment to FY 22 Regular Meeting Schedule – Reschedule 5/17/22 to 5/16/22
Budget Amendments
Solid Waste Improvements Capital Project Ordinance Revision 7
FY 23 Juvenile Crime Prevention Council Funding Plan
Resolution Authorizing Upset Bid Process for LRK # 00051926

Amendment to Contract with Ilderton Dodge-Chrysler-Jeep-Ram

Board Order: Changing Destinies Ministry, Group Care Facility

The budget amendments, project ordinance revision, resolution authorizing the upset bid process, and the Board Order are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, and D, respectively.

RECOGNITIONS

Foster Parent Appreciation Month Proclamation

Social Worker Renessa Carthens introduced Moore County foster parent Shannon Johnson and other foster parents present and shared Ms. Johnson's background. Ms. Johnson read a proclamation to declare May as Foster Parent Appreciation Month. Ms. Carthens offered further comment and Vice Chair Graham commended Ms. Johnson and all foster parents for their heroic work. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to proclaim May as Foster Parent Appreciation Month in Moore County. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix E.

Childcare Provider Appreciation Day Proclamation

Commissioner Picerno read a proclamation for Childcare Provider Appreciation Day and expressed gratitude to childcare providers. Upon motion made by Commissioner Daeke, seconded by Vice Chair Graham, the Board voted 4-0 to proclaim May 6, 2022, as Childcare Provider Appreciation Day in Moore County and authorize the Vice Chair to sign the proclamation, which is hereby incorporated as a part of these minutes by attachment as Appendix F.

QUASI-JUDICIAL HEARINGS

Call to Quasi-Judicial Hearing/Planning –Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Union Church Rd)

Planning Director Debra Ensminger requested the Board call for a quasi-judicial hearing regarding a Special use Permit request. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to call for a quasi-judicial hearing on May 16, 2022, at 5:30pm for a Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Union Church Road) to be located on Union Church Road, Carthage.

PUBLIC HEARINGS

Call to Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Farm Life School Rd.

Planning Director Debra Ensminger requested the Board call a public hearing regarding a Conditional Rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 4-0 to call for a public hearing on May 16, 2022, at 5:30 pm for a Conditional Rezoning from Rural Agricultural

(RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195’ monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records.

Call to Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Cool Springs Rd.

Planning Director Debra Ensminger requested the Board call a public hearing regarding a Conditional Rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to call for a public hearing on May 16, 2022, at 5:30 pm for a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records.

Call to Public Hearing/Planning – General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway

Planning Director Debra Ensminger requested the Board call a public hearing regarding a General Use Rezoning request. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to call for a public hearing on May 16, 2022, at 5:30 pm for a General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

Call to Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road and Rename One Road

GIS Manager Rachel Patterson requested the Board call a public hearing regarding amendments to the Road Name and Addressing Ordinance. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to call a public hearing on May 16, 2022, at 5:30pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one road and rename one road to the ordinance.

OLD BUSINESS

Planning/Health – Update on Development Round Table Meeting

Planning Director Debra Ensminger distributed a draft agenda for an upcoming development round table meeting for the Board's review. She mentioned also new statistics being reported regarding permitting on the dashboard on the County website, and County Manager Wayne Vest commented regarding better utilization of the County's Munis system. Interim Health Director Matt Garner provided an update on staffing in Environmental Health. Mr. Vest shared that the round table meeting, planned for May 24, 2022, at 9:30am at the Senior Enrichment Center, would be open to anyone interested in building, development, and/or real estate in Moore County. Vice Chair Graham inquired regarding publishing of an ad for the meeting and Mr. Vest noted it did not involve an officially recognized board but that there would be advertisement. Commissioner Picerno expressed his thanks for staff's work and indicated it was the right step.

NEW BUSINESS

Public Works – Request for Approval of Contract with Atkinson Infrastructure for Vass Waterline Improvement Project

Public Works Director Randy Gould requested approval of a contract for the Vass Waterline Improvement Project. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to award and execute the construction contract for the Vass Waterline Improvement Project (2022) to Atkinson Infrastructures in an amount not to exceed $119,515 contingent upon approval by the County Attorney and authorize the Chair to sign. Commissioner Picerno made a motion, seconded by Commissioner Ritter, to authorize the County Manager or his designee to sign construction change orders up to $20,000 each contingent upon approval by the County Attorney. Commissioner Picerno inquired regarding what may necessitate a change order and Mr. Gould provided examples such as finding other utilities of which they were previously unaware, needed to redesign something, etc. Commissioner Picerno asked Mr. Gould to inform the Board if there were any change orders and he agreed. The motion carried 4-0.

Public Works – Request for Approval of Contract with CaJenn Construction for Pinehurst Sewer Rehabilitation Project

Public Works Director Randy Gould requested approval of a contract for the Pinehurst Sewer Rehabilitation Project. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to award the construction contract for the Pinehurst Sewer Rehabilitation Project to CaJenn Construction in an amount not to exceed $161,220 contingent upon approval by the County Attorney and authorize the Chair to sign. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to authorize the County Manager or his designee to sign construction change orders up to $20,000 each contingent upon approval by the County Attorney, with note again by Commissioner Picerno that any change orders should be reported to the Board.

Solid Waste – Request for Approval of Contract Amendment with Pratt Recycling

Solid Waste Director David Lambert, whose last employment day with Moore County was this day as he accepted a new position with the State, introduced Phillip Boles, who would be serving in Solid Waste in the interim along with Bill Zell. Mr. Lambert presented request for amendment to a contract with Pratt Recycling provided information regarding recycling. Commissioner Picerno inquired regarding the financial impact and whether it would be in the FY 23 budget and Mr. Lambert said it was requested. Commissioner Picerno asked from what date the contract would be extended and Mr. Lambert said 2024. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to approve Contract Amendment No. 2 with Pratt Recycling, Inc. and authorize the Chair to sign all necessary documents.

Solid Waste – Request for Approval of Contract Amendment with Hilco Transport for Hauling Recycling Materials

Solid Waste Director David Lambert requested approval of amendment to a contract with Hilco Transport. Commissioner Picerno inquired regarding differing amounts in the contract as the years progressed and Mr. Lambert explained the highest prices were anticipated in the next fiscal year with expectation they would decrease over the next two years, so he did not want to over-encumber funds. Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 4-0 to approve a contract amendment with Hilco Transport, LLC for an amount not to exceed $131,710 for FY21-22, $220,000 for FY 22-23, and $160,000 for FY 23-24, and authorize the Chairman to sign all necessary documents.

Vice Chair Graham expressed her appreciation for Mr. Lambert's service to Moore County.

Solid Waste – Request for Approval of Contract Amendment with S&ME for General Consulting Services

Solid Waste Director David Lambert requested approval of an amendment to the County's contract with S&ME, changing the scope. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to approve Contract Amendment 4, which changes the scope of Task D for general consulting projects, and authorize the Chair to sign all necessary documents. Mr. Lambert noted another amendment was forthcoming at the Board's next meeting.

Solid Waste – Request for Approval of Contract with TranSource for Purchase of Truck

Solid Waste Director David Lambert requested approval of a contract for purchase of a truck. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to approve a contract with TranSource to purchase a 2023 Mack Granite 64FR Truck with a Galbreath Roll Off (Hoisting system provided by dealer through Carolina Environmental Systems) in the amount of $185,500.00, or the printed list price provided to TranSource for Mack Trucks, whichever is less—and authorize the Chairman to sign all necessary documents.

County Manager Wayne Vest offered comment regarding Mr. Lambert's service and the assistance of Mr. Boles and Mr. Zell. Mr. Boles, present at the meeting, said he appreciated the opportunity to help during this transitional period.

Public Safety – Request for Approval of Amendment to Contract with Corbett Clearing & Demolition, LLC

Public Safety Director Bryan Phillips noted that his agenda memo to the Board was incorrect and should have indicated a contract with Carolina Construction and Restoration rather than Corbett Clearing and Demolition. (The correct memo was provided to the Board via email in advance of the meeting.) Mr. Phillips reviewed this request for a contract regarding hazard mitigation related to Hurricane Florence. Commissioner Picerno inquired regarding who was funding the project and Mr. Phillips indicated the money came from the federal government to the State, and no local dollars would be used directly. Mr. Phillips further discussed the mitigation process and timing with Board members. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to approve the contract amendment #1 between the County of Moore and Carolina Construction & Restoration, LLC, to extend the terms of the agreement through October 31, 2022, and authorize the Chair to sign all necessary documents upon legal and financial approvals. The correct memo to the Board, which was not included in the original meeting packet, is hereby incorporated as a part of these minutes by attachment as Appendix G.

APPOINTMENTS

Town of Cameron Planning Board ETJ

Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 4-0 to appoint Elizabeth Yarrington as an ETJ member of the Town of Cameron Planning Board.

ABC Board

Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to appoint Craig Goodnight and Ernest Hooker to the Moore County ABC Board for three-year terms expiring May 31, 2025.

Animal Cruelty Officer

Upon motion made by Commissioner Picerno, seconded by Vice Chair Graham, the Board voted 4-0 to reappoint Dr. Tony Ioppolo as the County’s Animal Cruelty Investigator for an additional one-year term expiring May 31, 2023.

6
Board of Adjustment

Upon motion made by Vice Chair Graham, seconded by Commissioner Picerno, the Board voted 4-0 to reappoint Oscar Romine to the Moore County Board of Adjustment for an additional three-year term expiring May 31, 2025. It was noted by the Clerk that there remained one member vacancy and two alternate member vacancies on the Board of Adjustment.

COMMISSIONERS' COMMENTS

Commissioner Ritter expressed appreciation to Solid Waste Director David Lambert.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 4-0 to adjourn the May 3, 2022, Regular Meeting of the Moore County Board of Commissioners at 11:40am.

____

Francis R. Quis, Jr., Chairman

____

Laura M. Williams, Clerk to the Board

Agenda Item:
Meeting Date: 05/03/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 4/18/2022

SUBJECT: Board of Commissioners Regular Meeting Schedule FY 2023

PRESENTER: Laura M. Williams

REQUEST:

Adopt a resolution establishing the Board's regular meeting schedule for Fiscal Year 2023.

BACKGROUND:

The regular meeting schedule for Fiscal Year 2023 (July 1, 2022 – June 30, 2023) is proposed to be the first Tuesday of each month at 10:30 a.m. and the third Tuesday of each month at 5:30 p.m., or sometimes at 9:30 a.m. or 4:30 p.m., respectively, when there is closed session business to be addressed at the beginning of the meeting (with open session still beginning at 10:30 a.m. or 5:30 p.m., respectively). Closed session may also be held at the end of the meeting or at another time during the meeting designated by the Chairman or by the Board. Exceptions to this schedule include the cancellation of the first meeting in July and the second meeting in December, and the scheduling of the first meeting in December on the first Monday rather than the first Tuesday. Additionally, the Board is authorized to conduct meetings remotely should it become necessary to do so. A pre-agenda meeting including the Chairman, one other commissioner, and staff will be held at 9:30am the Wednesday prior to each regular meeting via conference call, unless otherwise announced.

IMPLEMENTATION PLAN:

Upon adoption of the schedule, the Clerk will advertise it as required per NC General Statutes and the Board will meet accordingly.

RECOMMENDATION SUMMARY:

Make a motion to adopt a Resolution to Establish the Fiscal Year 2023 Regular Meeting Schedule for the Moore County Board of Commissioners.

SUPPORTING ATTACHMENTS:

Resolution
Schedule

A RESOLUTION TO ESTABLISH THE REGULAR MEETING SCHEDULE FOR THE MOORE COUNTY BOARD OF COMMISSIONERS FOR FISCAL YEAR 2023

WHEREAS, per N.C.G.S. 153A-40, the Moore County Board of Commissioners shall hold a regular meeting at least once a month and may hold more frequent regular meetings; and

WHEREAS, a regular meeting will be held the first Tuesday of every month at 10:30 a.m. and the third Tuesday of every month at 5:30 p.m., except the first regular meeting in July and the second regular meeting in December will not be held, and the first regular meeting in December will be held on the first Monday instead of the first Tuesday; and

WHEREAS, when necessary, meetings will begin one hour earlier for closed sessions to be held at 9:30 a.m. on the first Tuesday or 4:30 p.m. on the third Tuesday, and closed sessions may also be held at the end of the regular meeting, or at another time designated by the Chair or approved by the Board; and

WHEREAS, all regular meetings will be held in the Commissioners Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina. However, some meetings may need to be held remotely and if circumstances require a remote meeting, notice will be made to the public in ample time congruent with the law; and

WHEREAS, in preparation for the meetings, unless otherwise announced, a pre-agenda meeting including the Chairman, one other commissioner, and staff will be held the Wednesday prior to each regular meeting at 9:30am via conference call to 910-947-4395; and

NOW THEREFORE BE IT RESOLVED that the Moore County Board of Commissioners has hereby established the dates, times and place of its regular meetings for Fiscal Year 2023.

FURTHER BE IT RESOLVED that a copy of this resolution be posted on the Courthouse bulletin board and a summary of it be published.

This the 3rd day of May 2022.

____

Francis R. Quis, Jr.
Chairman

____

Laura M. Williams
Clerk to the Board

BOARD OF COMMISSIONERS FY23 MEETING CYCLES

Meeting Date & Time Agenda Items Due to Clerk Pre-Agenda Meeting: 910-947-4395

Tuesday, July 19, 2022, 5:30pm Monday, July 11, 2022, 12:00pm Wednesday, July 13, 2022, 9:30am

Tuesday, August 2, 2022, 10:30am Monday, July 25, 2022, 12:00pm Wednesday, July 27, 2022, 9:30am

Tuesday, August 16, 2022, 5:30pm Monday, August 8, 2022, 12:00pm Wednesday, August 10, 2022, 9:30am

Tuesday, September 6, 2022, 10:30am Monday, August 29, 2022, 12:00pm Wednesday, August 31, 2022, 9:30am

Tuesday, September 20, 2022, 5:30pm Monday, September 12, 2022, 12:00pm Wednesday, September 14, 2022, 9:30am

Tuesday, October 4, 2022, 10:30am Monday, September 26, 2022, 12:00pm Wednesday, September 28, 2022, 9:30am

Tuesday, October 18, 2022, 5:30pm Monday, October 10, 2022, 12:00pm Wednesday, October 12, 2022, 9:30am

Tuesday, November 1, 2022, 10:30am Monday, October 24, 2022, 12:00pm Wednesday, October 26, 2022, 9:30am

Tuesday, November 15, 2022, 5:30pm Monday, November 7, 2022, 12:00pm Wednesday, November 9, 2022, 9:30am

Monday, December 5, 2022, 10:30am Monday, November 28, 2022, 12:00pm Wednesday, November 20, 2022, 9:30am

Tuesday, January 3, 2023, 10:30am Wednesday, December 21, 2022, 5:00pm Wednesday, December 28,2022, 9:30am

Tuesday, January 17, 2023, 5:30pm Monday, January 9, 2023, 12:00pm Wednesday, January 11, 2023, 9:30am

Tuesday, February 7, 2023, 10:30am Monday, January 30, 2023, 12:00pm Wednesday, February 1, 2023, 9:30am

Tuesday, February 21, 2023, 5:30pm Monday, February 13, 2023, 12:00pm Wednesday, February 15, 2023, 9:30am

Tuesday, March 7, 2023, 10:30am Monday, February 27, 2023, 12:00pm Wednesday, March 1, 2023, 9:30am

Tuesday, March 21, 2023, 5:30pm Monday, March 13, 2023, 12:00pm Wednesday, March 15, 2023, 9:30am

Tuesday, April 4, 2023, 10:30am Monday, March 27, 2023, 12:00pm Wednesday, March 29, 2023, 9:30am

Tuesday, April 18, 2023, 5:30pm Monday, April 10, 2023, 12:00pm Wednesday, April 12, 2023, 9:30am

Tuesday, May 2, 2023, 10:30am Monday, April 24, 2023, 12:00pm Wednesday, April 26, 2023, 9:30am

Tuesday, May 16, 2023, 5:30pm Monday, May 8, 2023, 12:00pm Wednesday, May 10, 2023, 9:30am

Tuesday, June 6, 2023, 10:30am Friday, May 26, 2023, 5:00pm Wednesday, May 31, 2023, 9:30am

Tuesday, June 20, 2023, 5:30pm Monday, June 12, 2023, 12:00pm Wednesday, June 14, 2023, 9:30am

AGENDA ITEMS WILL NOT BE ACCEPTED WITHOUT REQUIRED APPROVALS FROM LEGAL, FINANCE, AND/OR ADMINISTRATION.

PLEASE ALLOW AMPLE TIME FOR THESE APPROVAL PROCESSES AHEAD OF THE AGENDA ITEM DUE DATES.

WITH YOUR AGENDA ITEM SUBMISSION TO THE CLERK, PLEASE CONFIRM THAT ALL NECESSARY APPROVALS HAVE BEEN OBTAINED.

ITEMS SHOULD BE SUBMITTED VIA EMAIL AS ONE COMBINED PDF DOCUMENT WITH THE MEMO TO THE BOC AS THE FIRST PAGE.

Agenda Item:

Meeting Date: 05/16/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: 05/09/2022

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. The amendments are:

Department /
Fund
Amount Sources of Revenue Justification Journal
1. Social
Services
$128,007
increase
LIEAP Federal Funding

Provide maximum benefit to LIEAP
households
110011
2. Social
Services
$7,543
increase
Federal Funding

LINKS Trust/Scholarship 110012
3. Sheriff $3,300

increase
Off Duty Assignment
Collections
Funds paid by vendors requesting
service from Sheriff Office
110013
4. Library $54
increase
Donations/Memorials

Books 110098

IMPLEMENTATION PLAN:
N/A

FINANCIAL IMPACT STATEMENT:
The overall effect is to increase/decrease the revenue and expenditures in the General Fund for $138,904 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

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

SUPPORTING ATTACHMENTS:
The following budget amendments and supporting information are attached:

Agenda Item: Meeting Date: 05/16/22
MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM: Caroline L. Xiong, Finance Director
DATE: May 9, 2022 SUBJECT: Bad Debt Write-off FY2022
PRESENTER: Caroline L. Xiong REQUEST:
Request the Board of Commissioners to approve the bad debt write-off reports as presented for the Solid Waste Department billed through the County, Emergency Medical Services billed through EMS Management & Consultants and the write-off of returned checks received by various departments. BACKGROUND:

Per the write-off procedure adopted on January 1, 2009, regulatory fees that fall into a 3-year limitation will be written-off with the recommendation from the Department Head, the approval from the Finance Director and Moore County Board of Commissioners.
Solid Waste Department has a balance of $14,126.57 to be written off. These accounts have been inactive for longer than 3 years. $11,432.04 of the balance is due to late charges on the accounts. Emergency Medical Services Department (billed through EMS Management & Consultants) has a balance of $129,169.82 to be written-off with the date of services from 5/01/18 to 04/30/19. These accounts were recommended to be written off due to inactivity, bankruptcy status, or insurance corrections or issues. The County collected the following EMS insurance payments in the past three years:
$3,289,314.95 in FY2019
$3,084,354.94 in FY2020 $3,621,575.87 in FY2021 The Finance Department would like to write-off returned checks from 2010 through 2019. The amount of this write-off is $2,995.37. The returned checks are for services within the following departments: Solid Waste $2,182.37 (these are customers that do not have an account with Solid Waste), Animal Services $276.00, Health Department $115.00, Register of Deeds $102.00, Soil & Water $102.00, Planning $100.00, Parks & Recreation $55.00, DSS $50.00, and Library $13.00.
IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, finance staff will write off the approved bad debt.

FINANCIAL IMPACT STATEMENT:

Since the debt is deemed uncollectible, there will be no additional financial impact.

RECOMMENDATION SUMMARY: Make a motion to approve the bad debt write-off reports as presented for the Landfill billed through
the County, Emergency Medical Services billed through EMS Management & Consultants and the
write-off of returned checks received by various departments.

SUPPORTING ATTACHMENTS:

Bad debt write-off list for Emergency Medical Services (EMS Management & Consultants)

Write-Offs for Dates of Services 05-01-2018 through 04-30-2019, as of 05-03-2022Sum of Payment AmountCreditTotalWrite off-Bad Debt120,370.82$ Write off-Bankruptcy260.34$ Write off-Client Request709.60$ Write off-Deceased1,641.28$ Write Off-Efforts Exhausted 4,700.21$ Write off-No Sig788.22$ Write off-TF Admin Error699.35$ Grand Total129,169.82$ These accounts were written off due to not having a signature, after EMS|MC sent requests to the patient to provide a signature.These accounts were written off due to inability to file insurance within a timely limit. ExplanationThese accounts were written off due to inactivity after billing patient.These accounts were written off due to a bankruptcy notification was received. These accounts were written off due to a request from Moore County EMS.These accounts were written off after receiving proof of death of the patient.These accounts were written off after attempting to file/refile insurance, as well as follow-up to receive a payment was unsuccessful.

Agenda Item:

Meeting Date: May 17, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: David Lambert, Solid Waste Director

DATE: May 8, 2022

SUBJECT: Environmental Monitoring and General Consulting Services

PRESENTER:

REQUEST:

Execute the contract amendment with S&ME, Inc. for engineering, consulting, and monitoring services for the Solid Waste Department. We have a three year "master agreement" contract in place with a base budget of $100,000. Monitoring of gas and groundwater comprises approximately $50,000 of the master agreement and the consulting matters will cover the remaining amount of the contract. To ensure transparency and accountability, the Solid Waste department initiated an expectation that Moore County and S&ME would annually update the contract (and amend, as necessary) to account for specific projects that may be required at that time. This was to ensure that all parties understood what projects we know to be necessary at the onset of the fiscal year. In FY 22-23, general consulting needs total $55,200 which would increase the total not to exceed price for FY 22-23 to from $100,000 to $105,200.00. The FY 20-21 contracted price was $117,200 and FY21-22 contracted price was $147,100.00.

The consulting tasks include:

• Annual Airspace Calculation: Required for statutory reporting (We contract for a surveyor to supply the data, and S&ME interprets the raw data)

• CAER Report: In accordance with the Corrective Action Plan for the MSW Landfill, a report must be prepared every five years for review by NC DEQ. The report is due during the 4th quarter of 2022.

• New Glass Bunker Design and Bidding: S&ME has already provided a conceptual design and Moore County was awarded a grant for the bunker expansion. This will include final design, project bidding, and construction support services.

• Desk-top Evaluation- C&D Shredder: Moore County Solid Waste requested an evaluation of the potential to utilize a shredder to reduce the air-space waste volume consumed by the future C&D waste streams, with a conceptual goal of increasing the life of the C&D landfill.

• General, On-Call Consulting: Allows S&ME to do some emergency tasks and respond to general issues that arise.

Moore County selected S&ME as its consulting engineer through a competitive request for proposals process. At that time, Moore County contracted for S&ME's services for three years instead of the standard five years. The Solid Waste wanted to evaluate the performance of the contractor and wanted to ensure that they were able to stay within budget—a top priority for the Board. The Solid Waste Department recommends we extend the contract by two years (to conclude in 2025) due to their excellent performance and conservative approach. Also, as Moore County Solid Waste transitions under new leadership consistency in engineering and consulting firms may be of value to Moore County.

BACKGROUND:

The Moore County landfill is comprised of approximately 314 acres, a closed unlined Municipal Solid Waste (MSW) landfill and the active Construction & Demolition (C&D) landfill unit. There are two groundwater compliance well networks, with one background monitoring well providing background data for both networks. Semiannual groundwater sampling events and quarterly landfill gas monitoring are required for both the C&D and MSW landfill units. Moore County also has needs for assistance on various operational projects, including permitting and operational improvements.

The attached proposal identifies the Consulting services needed the next fiscal year. The Gas and Groundwater tasks remain unchanged.

IMPLEMENTATION PLAN:

Authorize contract amendment to be signed.

FINANCIAL IMPACT STATEMENT:

Contracted amount is within the budget requested for FY 22-23

RECOMMENDATION SUMMARY:

1. Make a motion to approve contract amendment 5 specifying the consulting services required for FY 22-23 and increasing this year’s annual contract amount by $5,200 (totaling $105,200) and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Contract Amendment #5

FN 20-0322e
STATE OF NORTH CAROLINA CONTRACT AMENDMENT NO. 5

COUNTY OF MOORE

This Contract Amendment No. 5 (this “Amendment”), is made this 22nd day of April, 2022, between the County of Moore (the “County”) and S&ME, INC., (the “ENGINEER”).

WITNESSETH

WHEREAS, the County and Engineer previously entered into an agreement on September 1, 2020, which was for the purpose of Engineer providing engineering, consulting and monitoring services for the Moore County Landfill and Solid Waste Management (the “Original Agreement”); and

WHEREAS, the County and Engineer previously amended the Original Agreement by Contract Amendment No. 1, dated September 1, 2020, by modifying Task 3 of the Original Agreement which increased the general consulting services portion of the agreement by $12,200.00 from $50,000.00 to $62,200.00, thereby increasing the total not to exceed amount of the entire agreement, general consulting and monitoring services, by $12,200.00 from $100,000.00 to $112,200.00 for fiscal year 2020-2021;

WHEREAS, the County and Engineer previously amended the Original Agreement by Contract Amendment No. 2, dated May 4, 2021, by increasing the amount not to exceed for non-routine consulting services for fiscal year 2021-2022 only, by $67,200.00 from $50,000.00 to $117,200.00, for Tasks 1 through 5.

WHEREAS, the County and Engineer previously amended the Original Agreement, by Contract Amendment No. 3, dated February 7, 2022, by modifying Task 4 of the Original Agreement to add the additional services of Feasibility Cost and Benefit Analysis, increasing the amount not to exceed by $29,900 from $117,200.00 to $147,100.00 for the County fiscal year 2021-2022.

WHEREAS, the County and Engineer previously amended the Original Agreement, by Contract Amendment No. 4, dated April 8, 2022, by modifying Task D of the Original Agreement due to the original approach is no longer necessary.

WHEREAS, the County and Engineer now desire to amend the Original Agreement, by Contract Amendment No. 5, by increasing the amount not to exceed by $5,200.00 from $100,000.00 to $105,200.00 for fiscal year 2022-2023, to extend the term date from August 31, 2023 to June 30, 2025, and to add the scope of service of Consulting for FY 2022-2023.

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 3 of the Original Agreement is amended to read: “Engineer shall receive from the County a sum not to exceed $105,200.00 for county fiscal year July 1, 2022

through June 30, 2023; $100,000.00 for county fiscal year July 1, 2023 through June 30, 2024; and $100,000.00 for county fiscal year July 1, 2024 through June 30, 2025 as full compensation for the provision of non-routine consulting services."

2. The first sentence of Section 2 of the Original Agreement is amended to read: "The term of this CONTRACT for services is from September 1, 2020 through June 30, 2025.

FN 20-0322e

3. Attachment 2, Task 3 to the Original Agreement is hereby amended, changing the scope of services as specified in Attachment 1 to this Amendment 5 attached hereto and incorporated by reference.

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. 5 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE S&ME, INC.

Frank R. Quis, Jr., Chairman Thomas Raymond
Board of Commissioners Area Manager – Environmental Services
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

S&ME, Inc. | 646 W. Market Street, Suite 105 | Greensboro, NC 27409| p 336.288.7180 | www.smeinc.com

April 20, 2022

Moore County
PO Box 1927
Carthage, North Carolina 28327-1927

Attention: Mr. David Lambert transmitted by email to: dlambert1@moorecountync.gov

Reference: Amendment 005 to Master Agreement
Moore County Landfill Solid Waste Consulting
Aberdeen, Moore County, North Carolina
S&ME Proposal No. 4358-20-043A

Dear Mr. Lambert:

We are pleased that Moore County (County) selected S&ME, Inc. (S&ME) as your consultant for Engineering, Consulting and Monitoring Services – Solid Waste. S&ME previously submitted to Moore County S&ME Proposal No. 43-2000335, to serve as the Master Agreement between S&ME and Moore County, for Engineering, Consulting and Monitoring Services – Solid Waste, associated with RFQ 2020-02. The Master Agreement covered tasks with well-defined scopes of services associated with routine groundwater, surface water, and methane monitoring at the Moore County Landfill. Non-routine services for fiscal year 2021 - 2022 were authorized by Moore County under Amendments 002 to the Master Agreement.

This proposal represents Amendment 005, covering non-routine services for fiscal year 2022 – 2023. Amendment 005 provides a background for each proposed task, a proposed scope of work, our associated fees, and a proposed schedule. The services presented in the Amendment will be provided in accordance with the terms and conditions established in our Master Agreement, S&ME Proposal No. 43-2000335, dated August 3, 2020, and incorporated as part of this proposal. This proposal is solely intended for the basic services described herein. Use of this proposal and resulting documents, including final deliverables, is limited to the above Moore County. No other use is authorized by S&ME.

Background

The Moore County Landfill is located on approximately 314 acres and contains a closed MSW landfill unit, an active C&D landfill unit, and several closed land clearing & inert debris (LCID) units. In conjunction with Moore County, Republic Services of NC, LLC operates a solid waste transfer station located on the property.

Based on existing groundwater quality analytical data and routine landfill gas (LFG) monitoring data, non-compliance conditions have been detected in association with both the closed MSW landfill and active C&D landfill. Groundwater non-compliance is based on exceedances of 15A NCAC 2L (2L Standards) groundwater standards, whereas, landfill gas non-compliance is represented by chronic exceedances of the methane lower explosive limit (LEL) at a property boundary.

The facility is currently performing Phase I corrective measures, which include NCDEQ approved LFG remedies and groundwater remedies. The recent Water Quality Monitoring Plan (Golder, 2019) approved by NCDEQ incorporated changes in the water quality monitoring program. Based on the declining VOC concentrations in groundwater, MNA can continue unless an increase in VOC concentrations is observed or unless directed to proceed to an alternate groundwater remedy (i.e., Phase II) by NCDEQ. In accordance with the approved Corrective Action Plan for the MSW Landfill, a Corrective Action Evaluation Report (CAER) shall be prepared every five years for review by NCDEQ.

Task A: Annual Air-Space Calculations

Background

In accordance with its Permit to operate the C&D landfill, Moore County is required to develop and submit to NCDEQ, an annual report. One requirement of the annual report is to provide information regarding the airspace consumed during the prior year (e.g. equates to the volume of landfill capacity consumed by waste received by the landfill). Consistent with the prior two years, Mr. David Lambert has requested S&ME's assistance with calculations required to determine the 2022 annual airspace consumption volume for the annual report due to NCDEQ in 2023.

Scope of Services

S&ME will calculate the airspace consumed between the prior year topographic survey and the survey topography of the current C&D waste disposal area. These calculations will be based on CAD files provided to S&ME by Moore County, representing data obtained by the North Carolina Professional Land Surveyor (PLS), contracted by Moore County. Using CAD software, the two topographic survey surfaces are compared, with the difference between them representing a calculated waste volume reported in cubic yards. The deliverable for this task is a basic "Cut/Fill Report" summarizing the net calculated change in volume.

Limitations

Calculation of the airspace consumed relies on the accuracy of the survey data provided by the surveyor.

S&ME does not provide any explanatory text for the annual report, only the calculated volume.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $1,200.00.

Task B: CAER Report

Background

In accordance with the approved Corrective Action Plan for the MSW Landfill, a Corrective Action Evaluation Report (CAER) shall be prepared every five years for review by NCDEQ. The most recent CAER report was prepared by Golder and is dated October 16, 2017. Accordingly, the next CAER report is due 4th Quarter of 2022.

Scope of Services

S&ME will prepare a CAER which will evaluate the performance of passive landfill gas measures and monitored natural attenuation (MNA) of groundwater constituents of concern. The CAER will include:

An assessment of trends of landfill gas concentrations over time at compliance and non-compliance monitoring points. Concentration trends will be relied upon to predict the current and future performance of the current passive gas vents and gas cut-off trench at achieving site remedial goals.

An assessment of the performance of MNA, including a review of multiple lines of evidence including but not limited to:

Assess trends over time for groundwater constituents of concern concentrations. This will most likely include the use of the Mann-Kendall statistical trend analysis.

Application of the US EPA MNA score card system, which relies on multiple lines of field and laboratory evidence to determine the effectiveness of MNA based on site specific data.

Utilize the US EPA's BIOCLOR, a two-dimensional contaminant transport model designed to simulate biodegradation of organic contaminants. The model will be calibrated to current site data and use to predict future site conditions.

Multiple site drawings will be prepared to examine data collected during semi-annual monitoring events for changes over time.

Preparation of the CAER report involves the collection of analyses for Volatile Fatty Acids and Dissolved Hydrogen, once every 5th year, with the analytical results incorporated into the MNA evaluation within the CAER. These analyses are to be performed on samples collected from monitoring wells MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9, and MW-15R. This monitoring requirement adds additional labor effort to the routine fall 2022 groundwater monitoring event, along with additional subcontract analytical laboratory fees.

Client Responsibilities

Provide S&ME with access to the facility for the performance of these services.

Limitations

S&ME will prepare the 2022 CAER report based on historic data collected to date plus the analytical result discussed above. At this time, it is anticipated but not verified that traditional CAER evaluations methods listed above will support a continued reliance on MNA as the primary groundwater remedy for the facility. If the data evaluation methods to be performed do not fully support MNA or are inconclusive, additional assessment or further analyses may be required.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the basic scope services outlined above, our estimated fee to perform the scope of services is $24,000.

Task C: New Glass Bunker Design and Bidding

Background

In 2021, S&ME prepared a conceptual design for a new glass waste bunker and Moore County has receive grant funding to cover a portion of the project. Moore County has requested services associated with final design, project bidding, and construction support services.

Scope of Services

S&ME proposes the following scope of services.

Engineering Construction Drawings, Specifications, Bid Documents & Permitting

S&ME will confirm permit requirements, time frames, building code specifications, and talk with the local regulatory agencies and stakeholders. A project planning meeting will be held to discuss any site-specific needs with the client, review the proposed layout, and verify any additional requirements.

A local land surveyor will be subcontracted to survey the proposed pad and nail down the dimensions.

A Final Design will be developed using the survey data. The Final Design and a rough order of magnitude (ROM) cost estimate for construction will be prepared and submitted to Moore County for review and comment.

S&ME will prepare detailed construction drawings, technical specifications, bid forms, notice to bidders and instructions to bidders. They will be developed from approved Final Design. As appropriate, design and permitting will be coordinated with Moore County and the Town of Aberdeen. The plans and specifications will be submitted to Moore County and local jurisdictions (if applicable) for review and approval prior to bid advertisement. Comments and modifications required by the County or local jurisdictions will be made in a timely manner.

Construction Administration Services

S&ME will provide construction administration services (CAS). This includes posting advertisement for bids, attending bid opening, tabulating bid proposals, analyzing and making recommendations to the County. We will also conduct the pre-construction conference; check and approve necessary shop and working drawings; and prepare change order/amendments to the contract on behalf of the County. Review and approval of progress estimates and conducting the close out conference is also included in the CAS.

Limitations

Given the limited scale of the project, it is assumed that a geotechnical evaluation will not be necessary.

The proposed scope of work does not include Construction Observation Services, such as soil and concrete testing, which may be required. As separate proposal (or Amendment) can be provided if these services are deemed necessary after final design.

Client Responsibilities

Provide S&ME with access to the facility for the performance of these services.

Provide final input regarding project goals and final design.

Review and approve the final design.

The County shall incorporate S&ME's design and bid specification documents into County required project bidding templates.

Schedule and Fee

The schedule for completion of this task shall be mutually agreed upon by S&ME and Moore County.

S&ME proposes to perform the above-described services on a time and materials basis in accordance with the existing contract Fee Schedule. Based on the services outlined above, our estimated fee to perform the scope of services is $18,000.

Task D: Desk-Top Evaluation – C&D Shredder

Background

Moore County requested an evaluation of the potential to utilize a shredder to reduce the air-space waste volume consumed by future C&D waste streams, with a conceptual goal of increasing the remaining life of the C&D landfill.

Scope of Services

Based on S&ME's experience, we are not aware of many C&D landfills currently using shredders. Furthermore, variations in the characteristics of a C&D waste stream impact the development of a cost vs benefit evaluation.

Acknowledging this and Moore County’s request, S&ME recommends conducting a preliminary desk top evaluation. The desk top evaluation will include:

Conduct on-line research for public domain literature for demonstration projects or projects with actual usage of shredders at other C&D landfills.

Contact shredder manufactures to obtain rough order of magnitude equipment costs, making a few assumptions regarding anticipated equipment sizes / capacities. We will also gather manufacturer reported typical operations and maintenance costs.

Interview shredder manufactures to determine if they have equipment performance data available from buyers that have used their shredders for a similar purpose as other C&D landfills.

If this research yields data sufficient to rely on probable C&D waste stream volume reductions, some basic computations will be prepared to initiate a preliminary screening of costs versus any off-setting benefit of gaining additional life from the C&D landfill.

Deliverables

S&ME will document our findings in a Technical Memorandum to the County.

Schedule and Fee

The task schedule to be mutually agreed upon by S&ME and Moore County.

We propose providing these services on a time and materials basis, in accordance with our previously established Fee Schedule. We propose a budget of $4,000 for completing this task.

Task E: General Solid Waste Consulting, On-Call

Background

The Moore County landfill and the solid waste staff routinely encounter operations issues and regulatory compliance issues during the performance of their work. Through the natural course of on-going operations, the need for an “on-call” contract has been generally recognized by the Moore County, Department of Solid Waste.

Scope of Services

S&ME proposes to provide engineering consulting services to Moore County on an as-needed basis, at your request. Based on our prior experience, the scope and extent of the engineering consulting services required by the County’s Department of Solid Waste often arise unexpectedly, typically require immediate attention and resolution, and are subject to change throughout the course of the work. Because of this often unexpected and dynamic nature of the work, we propose providing these services on a time and materials basis. The scope of these services will be based on your needs, as directed by you. We propose providing services through a term consistent with the County’s fiscal year, beginning on July 1, 2022, extending through June 30, 2023 (fiscal year 2022-2023).

In general, S&ME's goals are to: 1) build upon, without duplicating, efforts that already have been completed by Moore County; 2) review the County's solid waste disposal practices and operations for consistency with the Transfer Station and C&D Landfill permits issued by the NCDEQ; 3) consistency of operations for compliance with NCDEQ Rules, including new C&D Landfill rules; 4) identify and fill in data gaps by providing needed services to meet the County's schedule and budget goals; and, 5) negotiate with NCDEQ and other regulatory agencies on behalf of Moore County with the goal of unhindered operation of the County's Solid Waste Operations.

Based on our experience with, and the nature of solid waste facility operations, we anticipate that the County may need S&ME to perform additional tasks that are undefined at this time. Anticipated tasks may include:

Notice of violations/regulatory inspection follow-up

Leachate seep repair

Preparing drawings based primarily upon existing site data files.

Meeting with representatives of Moore County

Assisting Moore County with mulch waste management

Permit compliance assistance

Furthermore, with the pending departure of the current Solid Waste Director, it is conceivable that the interim Director may require additional technical support during the 2022 – 2023 Fiscal Year.

S&ME will seek your authorization either verbally or in writing before proceeding with tasks to be performed under this Task. We will document your authorization in writing either in a report or other correspondence to you. As a general rule, S&ME will conduct relatively small discrete tasks under this contract.

Deliverables

S&ME will document our activities, meetings, and recommendations in letter reports or discussion item summaries to the County. Relevant supporting information including, but not limited to maps, figures, and correspondence, will be provided with letter reports and other documentation.

Schedule and Fee

The task schedule to be mutually agreed upon by S&ME and Moore County.

We propose providing these services on a time and materials basis, in accordance with our previously established Fee Schedule. Based on the pending departure of the current Solid Waste Director we propose a budget of $8,000 for completing the foreseeable tasks described above and for general consultation, as needed. The fees for our services will not exceed the budget estimate of $8,000, without your prior authorization. We will keep you informed of our budget status through regular correspondence provided with our invoices to you.

Authorization

S&ME will perform the services outlined herein in accordance with the terms and conditions of the previously executed Master Agreement for Services between S&ME, Inc. and Moore County, S&ME Proposal No. 43-2000335, dated August 3, 2020, and incorporated as part of this proposal

To authorize Amendment 005 to the Master Agreement, please sign below and return to S&ME.

Name (printed) ____

Signature ____

Date ____.

Closure

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scopes of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.
Edmund Henriques, L.G. Thomas Raymond, PE
Senior Project Manager/Senior Geologist Area Manager – Environmental Services
ehenriques@smeinc.com traymond@smeinc.com

Attachments:

Fee Estimates

Attachments

Amendment 005 - Task A
2021 Airspace Calculations
S&ME Proposal No. 43-2000335A
2022 Airspace Calculations
Senior Engineer/Geologist 2 hours 150.00$ per hour 300.00$
CAD Designer 13 hours 70.00$ per hour 910.00$
Fee Estimate Total =1,210.00$
Proposed Task A Budget =1,200.00$
Fee Estimate
Moore County Landfill
T:\ENV\Projects\2020\4358-20-043B Moore County Solid Waste Amendment 002\Amendment 005 FY 2022 - 2023\Amendment 005 Tasks & Fee Estimates.xlsx

Amendment 005 - Task B
CAER Report and Supporting Analytical
S&ME Proposal No. 43-2000335A
5 Year CAER Evaluations & Reporting
Senior Engineer/Geologist 50 hours 150.00$ per hour 7,500.00$
Project Professional 50 hours 125.00$ per hour 6,250.00$
Staff Professional 20 hours 95.00$ per hour 1,900.00$
CAD 30 hours 75.00$ per hour 2,250.00$
Administrative 10 hours 50.00$ per hour 500.00$
Data Evaluations & CAER Report =18,400.00$
Sr. Env. Technician (1 hour/well)12 hours 80.00$ per hour 960.00$
Fatty Volatile Acids Analyses 11 samples 165.00$ each 1,815.00$
Dissolved Hydrogen Analyses 11 samples 140.00$ each 1,540.00$
Dissolved Hydrogen Bubbler Tool 11 samples 75.00$ each 825.00$
Staff Professional (coordination)3 hours 95.00$ per hour 285.00$
Additional Field Time and Subcontract Laboratory Analyses =5,425.00$
Task B Fee Estimate Total =23,825.00$
Proposed Task B Budget =24,000.00$
Fee Estimate
Moore County Landfill
T:\ENV\Projects\2020\4358-20-043B Moore County Solid Waste Amendment 002\Amendment 005 FY 2022 - 2023\Amendment 005 Tasks & Fee Estimates.xlsx

Amendment 005 - Task C
Final Design and Bid Documents for New Glass Bunker
S&ME Project No. 4358-20-043
Finalize Design and Prepare Bid Documents
Senior Engineer/Geologist 30 hours 150.00$ per hour 4,500.00$
Project Engineer/Geologist 40 hours 125.00$ per hour 5,000.00$
Staff Professional 20 hours 95.00$ per hour 1,900.00$
CAD 15 hours 75.00$ per hour 1,125.00$
Administrative 4 hours 50.00$ per hour 200.00$
Survey (subcontract)1 survey 5,000.00$ estimate 5,000.00$
Fee Estimate Total =17,725.00$
Proposed Task C Budget =18,000.00$
Fee Estimate
Moore County Landfill
T:\ENV\Projects\2020\4358-20-043B Moore County Solid Waste Amendment 002\Amendment 005 FY 2022 - 2023\Amendment 005 Tasks & Fee Estimates.xlsx

Amendment 005 - Task D
Desk Top Study - C&D Shredder Evaluation
S&ME Project No. 4358-20-043
Desk Top Study of Shredder Cost / Benefit for C&D Landfill
Senior Engineer/Geologist 10 hours 150.00$ per hour 1,500.00$
Project Engineer/Geologist 10 hours 125.00$ per hour 1,250.00$
Staff Professional 10 hours 95.00$ per hour 950.00$
Administrative 4 hours 50.00$ per hour 200.00$
Fee Estimate Total =3,900.00$
Proposed Task D Budget =4,000.00$
Fee Estimate
Moore County Landfill
T:\ENV\Projects\2020\4358-20-043B Moore County Solid Waste Amendment 002\Amendment 005 FY 2022 - 2023\Amendment 005 Tasks & Fee Estimates.xlsx

Amendment 005 - Task E
General Consulting, On-Call
S&ME Project No. 4358-20-043
On-Call / On-Demand Services Only
Senior Engineer/Geologist 20 hours 150.00$ per hour 3,000.00$
Project Engineer/Geologist 30 hours 125.00$ per hour 3,750.00$
Staff Professional 8 hours 95.00$ per hour 760.00$
CAD 6 hours 75.00$ per hour 450.00$
Administrative 1 hours 50.00$ per hour 50.00$
Conceptual Only Fee Estimate Total =8,010.00$
Proposed Task E Budget =8,000.00$
Fee Estimate
Moore County Landfill
T:\ENV\Projects\2020\4358-20-043B Moore County Solid Waste Amendment 002\Amendment 005 FY 2022 - 2023\Amendment 005 Tasks & Fee Estimates.xlsx

Certificate Of Completion
Envelope Id: B1445B9BB15D42C898ADD9B253E8EA16 Status: Sent
Subject: Please DocuSign: S&ME Amend #5 FINAL 20-0322e.pdf
Source Envelope:
Document Pages: 17 Signatures: 1 Envelope Originator:
Certificate Pages: 6 Initials: 0 Melinda Hill
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
mhill@moorecountync.gov
IP Address: 184.2.42.2
Record Tracking
Status: Original
4/22/2022 3:19:36 PM
Holder: Melinda Hill
mhill@moorecountync.gov
Location: DocuSign
Signer Events Signature Timestamp
David Lambert
dlambert1@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Completed
Signed by link sent to
dlambert1@moorecountync.gov
Using IP Address: 104.28.57.227
Signed using mobile
Sent: 4/22/2022 3:25:28 PM
Viewed: 4/23/2022 6:54:37 AM
Signed: 4/23/2022 6:55:14 AM
Electronic Record and Signature Disclosure:
Accepted: 7/29/2020 4:35:59 PM
ID: 6ecc3812-0d45-41d7-b523-40ed0fb31a6c
thomas Raymond
traymond@smeinc.com
Vice President
Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Signed by link sent to traymond@smeinc.com
Using IP Address: 40.137.128.174
Sent: 4/23/2022 6:55:16 AM
Viewed: 4/25/2022 6:15:10 AM
Signed: 4/25/2022 6:15:17 AM
Electronic Record and Signature Disclosure:
Accepted: 4/25/2022 6:15:10 AM

ID: 946f9cad-467c-4c32-8445-27e859c213d2
Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Sent: 4/25/2022 6:15:19 AM
Electronic Record and Signature Disclosure:
Accepted: 2/11/2020 11:10:53 AM
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9
Laura Williams
clerktoboard@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
In Person Signer Events Signature Timestamp

In Person Signer Events Signature Timestamp
In Person Signing Host:
Laura Williams
clerktoboard@moorecountync.gov
In Person Signer:
Francis R. Quis, Jr., Chairman
Security Level: In Person
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
Intermediary Delivery Events Status Timestamp
Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp
Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Sent: 4/22/2022 3:25:29 PM
Electronic Record and Signature Disclosure:
Accepted: 2/11/2020 11:10:53 AM
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9
Laura Williams
clerktoboard@moorecountync.gov
Clerk to the Board
County of Moore
Security Level: Email, Account Authentication
(None)
Sent: 4/22/2022 3:25:29 PM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Melinda Hill
mhill@moorecountync.gov
Law Office Manager
Moore County, County Attorney's Office
Security Level: Email, Account Authentication
(None)
Sent: 4/22/2022 3:25:29 PM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Misty Leland
mistyleland@moorecountync.gov
County Attorney
County of Moore
Security Level: Email, Account Authentication

(None)
Sent: 4/22/2022 3:25:29 PM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Terra Vuncannon
tvuncannon@moorecountync.gov
Purchasing Coordinator
Moore County
Security Level: Email, Account Authentication
(None)
Sent: 4/22/2022 3:25:30 PM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events Signature Timestamp
Notary Events Signature Timestamp
Envelope Summary Events Status Timestamps
Envelope Sent Hashed/Encrypted 4/22/2022 3:25:30 PM
Payment Events Status Timestamps
Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM
Parties agreed to: David Lambert, thomas Raymond, Caroline Xiong, Caroline Xiong

electronically from us.
How to contact Carahsoft obo County of Moore - IT Department:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cbutts@moorecountync.gov
To advise Carahsoft obo County of Moore - IT Department of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moorecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.
To request paper copies from Carahsoft obo County of Moore - IT Department
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Carahsoft obo County of Moore - IT Department
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..
Required hardware and software
Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader: Acrobat® or similar software may be required to view and print PDF files
Screen Resolution: 800 x 600 minimum
Enabled Security Settings: Allow per session cookies

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

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

By checking the 'I agree' box, I confirm that:

• I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

• I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

• Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Agenda Item:

Meeting Date: 5/17/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: May 6, 2022

SUBJECT: Emergency Repairs Contract Amendment No. 2- Charles R. Underwood, Inc.

PRESENTER: Randy Gould, PE

REQUEST:

This is a request to approve Contract Amendment No. 2 for Services with Charles R. Underwood, Inc. for emergency repairs.

BACKGROUND:

Routine and Emergency repairs of the Moore County Water and Wastewater pump stations are required during the year. This Amendment No. 2 increases the amount not to exceed to $153,600 this year.

IMPLEMENTATION PLAN:

Approve Contract Amendment No. 2 for Services and authorize the Chairman to sign.

FINANCIAL IMPACT STATEMENT:

The costs of these services are budgeted items within the water and wastewater annual operating budgets.

RECOMMENDATION SUMMARY:

Make a motion to approve Contract Amendment No. 2 for Services with Charles R. Underwood, Inc. and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Contract Amendment No. 2 for Services

I: Public Works/Wastewater/Repairs/Underwood 05172022

FN 20-0295b

STATE OF NORTH CAROLINA CONTRACT AMENDMENT NO. 2

COUNTY OF MOORE

This Contract Amendment No. 2 (this “Amendment”), is made this 5th day of May 2022, between the County of Moore (the “County”) and Charles R. Underwood, Inc. (the “Contractor”).

WITNESSETH

WHEREAS, the County and Contractor previously entered into an agreement on August 4, 2020, which was to perform routine and emergency water and sewer pump station electrical and mechanical repairs and maintenance on sewer lift stations, water booster pump stations, and drinking water wells (the “Original Agreement”); and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated November 17, 2020, which was for the purpose of clarifying the not to exceed amount of $125,000 was per county fiscal year from August 4, 2020 through June 30, 2025; and

WHEREAS, due to the County’s need for additional services, the parties desire to increase the amount not to exceed of the Original Agreement by $28,600.00, from $125,000.00 to $153,600.00 for the County fiscal year July 1, 2021 through June 30, 2022.

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 3 of the Original Agreement is amended to read, “During the term of this Contract, the Contractor will receive from the County an amount not to exceed $125,000.00 for County fiscal year July 1, 2020 through June 30, 2021; $153,600.00 for County fiscal year July 1, 2021 through June 30, 2022; $125,000.00 for County fiscal year July 1, 2022 through June 30, 2023; $125,000.00 for County fiscal year July 1, 2023 through June 30, 2024; and $125,000.00 for County fiscal year July 1, 2024 through June 30, 2025.”

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. 2 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE CHARLES R UNDERWOOD, INC.

Francis R. Quis, Jr., Chairman Russell Underwood

Board of Commissioners President

ATTEST:

Laura M. Williams
Clerk to the Board

FN 20-0295b

PREAUDIT CERTIFICATE

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

Finance Officer

DocuSign Envelope ID: BF071CFB-C85F-41ED-83BF-DD94D8D96D95

Certificate Of Completion

Envelope Id: BF071CFBC85F41ED83BFDD94D8D96D95 Status: Sent

Subject: Please DocuSign: 5-5-22 Charles R. Underwood Inc. - Amend #2 20-0295b PW.pdf

Source Envelope:

Document Pages: 2 Signatures: 0 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mhill@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

5/6/2022 8:33:32 AM

Holder: Melinda Hill

mhill@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Randy Gould

rgould@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Completed

Signed by link sent to rgould@moorecountync.gov

Using IP Address: 184.2.42.2

Sent: 5/6/2022 8:55:11 AM

Viewed: 5/6/2022 9:15:18 AM

Signed: 5/6/2022 9:15:26 AM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2018 12:47:43 PM

ID: c309a3f6-3097-4cf0-a15f-47e34520daff

Russel Underwood

runderwood@crupumps.com

President

Security Level: Email, Account Authentication

(None)

Sent: 5/6/2022 9:15:27 AM

Electronic Record and Signature Disclosure:

Accepted: 4/29/2022 8:57:21 AM

ID: b96a789a-470a-41f7-b3bc-6d4bf28e67fd

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
Intermediary Delivery Events Status Timestamp
Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp
Caroline Xiong
cxiong@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Sent: 5/6/2022 8:55:11 AM
Electronic Record and Signature Disclosure:
Accepted: 2/11/2020 11:10:53 AM
ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9
Laura Williams
clerktoboard@moorecountync.gov
Clerk to the Board
County of Moore
Security Level: Email, Account Authentication
(None)
Sent: 5/6/2022 8:55:11 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Melinda Hill
mhill@moorecountync.gov
Law Office Manager
Moore County, County Attorney's Office
Security Level: Email, Account Authentication
(None)
Sent: 5/6/2022 8:55:11 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Misty Leland
mistyleland@moorecountync.gov
County Attorney
County of Moore
Security Level: Email, Account Authentication
(None)
Sent: 5/6/2022 8:55:12 AM
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
Terra Vuncannon
tvuncannon@moorecountync.gov
Purchasing Coordinator
Moore County
Security Level: Email, Account Authentication

(None)

Sent: 5/6/2022 8:55:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 5/6/2022 8:55:12 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM

Parties agreed to: Randy Gould, Russel Underwood, Caroline Xiong, Caroline Xiong electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbutts@moorecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moorecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

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

To withdraw your consent with Carahsoft obo County of Moore - IT Department

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to cbutts@moorecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

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

Acknowledging your access and consent to receive materials electronically

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

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

• I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

• I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

• Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Agenda Item:
Meeting Date: 5/16/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director

DATE: May 4, 2022

SUBJECT: Vass Phase 2 Wastewater Collection System Expansion Amendment No. 5 to McGill Associates, P.A.

PRESENTER: Randy G. Gould, PE

REQUEST:
Approve Amendment No. 5 to the agreement with McGill Associates for Professional Service for the Vass Phase 2 Wastewater Collection System Expansion project.

BACKGROUND:
The project has been bid twice. An insufficient number of bids were received for the first bid. The second bid was rejected by the Board as being too high. It is recommended to break the project down into 4 smaller contracts in hopes of increasing the project interest from Contractors. The Engineer's scope will include the additional work needed during the design and bidding phases. Additional services required during the construction phase will be determined after the bid.

IMPLEMENTATION PLAN:
Engineer will break the project down into 4 smaller contracts for bidding.

FINANCIAL IMPACT STATEMENT:
The price for the Engineering Services is $12,800 for the additional services during the design and bidding phases.

RECOMMENDATION SUMMARY:
Make a motion to approve Amendment No. 5 in the amount of $12,800 to the Agreement with McGill Associates for the Vass Phase 2 Wastewater Collection System Expansion project contingent upon approval by the County Attorney.

SUPPORTING ATTACHMENTS:
Amendment No. 5 for Professional Services with McGill Associates, P.A.

This is EXHIBIT K, consisting of 3 pages, referred
to in and part of the Agreement between
Owner and Engineer for Professional Services
dated 4/6/2018.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

The Effective Date of this Amendment is: May 5, 2022

Background Data:

Effective Date of Owner-Engineer Agreement: April 6, 2018

Owner: Moore County, North Carolina

Engineer: McGill Associates, P.A.

Project: Vass Phase 2 Wastewater Collection System Expansion

Nature of Amendment:

__X__ Additional Services to be performed by Engineer
__X__ Modifications of payment to Engineer
__X__ Modifications to time(s) for rendering services
__X__ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Portions of the Agreement are modified as follows:

Exhibit C, Article 2, Section C2.01 Compensation for Additional Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Additional Services set forth in Exhibit C, in addition to Basic Services as follows:

600

1. A Lump Sum amount of $_12,800_ based on the following effort completed hourly under the following scope items considered for additional compensation:

a. Modify Contract Documents to include four (4) separate Contracts to include 3 division of gravity collection sewers and force mains and 1 contract with the two pump stations. Submit revised documents to USDA for approval to bid. $3,600

b. Rebid subject project with four separate contracts, provide Bid and Negotiating Phase Services including assistance with assembling final Contracts and execution of Contracts. $ 9,200
c. Construction and Post Construction Phase Services: It is acknowledged that an adjustment to the Contract Scope and Price will be necessary to provide these services for separate Contracts. This adjustment will be determined after the bid based on the Contracts to be awarded.
2. In consideration of these changes to the project scope the Final Design schedule is extended to May 31, 2022. Agreement period for C2.01.B shall be extended to October 31, 2024, including post construction services. This is a total of 80 months. Extension of the period of service in this amendment does not preclude the Engineer from requesting adjustment to compensation due delays outside of the Engineers control.
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: Moore County ENGINEER: McGill Associates, P.A.

By:

By:

Print
name: Francis R. Quis, Jr.
Print
name: David Honeycutt, P.E.

Title:

Board Chairman

Title:

Principal

Date Signed:

Date Signed:

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:
Meeting Date: 05/16/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Inspections Director

DATE: 04/25/2022

SUBJECT: Amendment to Bylaws for Moore County Planning Board

PRESENTER: Debra Ensminger

REQUEST:

A request to amend the Moore County Planning Board By-Laws to be in compliance with North Carolina General Statue 160D and to modify current term limit language.

BACKGROUND:

The Planning Board bylaws currently limit members to two consecutive terms, but the Board of Commissioners appointment policy allows for terms to be extended beyond that limit if approved by the commissioners. For consistency, it is recommended that the bylaws be amended to remove the term limit.

IMPLEMENTATION PLAN:

The amended bylaws will be effective upon adoption.

RECOMMENDATION SUMMARY:

Make a motion to approve the amended Bylaws for the Moore County Planning Board as presented.

ATTACHMENTS:

Amended Bylaws

BY-LAWS
MOORE COUNTY PLANNING BOARD

ARTICLE 1 – TITLE

The title shall be the Moore County Planning Board

ARTICLE 2 – MISSION

The purpose and duties of the Moore County Planning Board are as follows;

1. To make recommendations to the Moore County Board of Commissioners concerning amendments as outlined in the Moore County Unified Development Ordinance, land use plan policies and other planning related items that the Board of Commissioners may deem appropriate; and

2. To coordinate with the Planning Staff in all activities related to the above.

ARTICLE 3 – ESTABLISHMENT

The Moore County Planning Board is established through the authority of the North Carolina General Statute 153A-321 160D-301, 160D-308, 160D-309, 160D-604 and 160D-3101.

ARTICLE 4 – MEMBERSHIP

1. All Members of the Moore County Planning Board are appointed by the Moore County Board of Commissioners, and shall serve at the pleasure of the Board.

2. All Planning Board members should have basic knowledge of the County and its physical, social, and economic makeup. In addition, a basic understanding of the planning process and land-use planning in particular, are recommended.

3. Planning Board membership shall be restricted to residents of Moore County.

4. Terms

a. No member may serve more than two (2) consecutive terms.

b. The length of one term is three (3) years.

c. An individual whose initial appointment is to fill an unexpired term is eligible to serve the remaining portion of that term and one (1) additional term

d. Terms will be staggered so that no more than fifty percent of the members' terms expire at one time

e. If a vacancy occurs before a term expires, the replacement appointment shall be for the balance of the unexpired term, at which time the person who filled the unexpired term would be eligible for appointment.

5. Composition

a. Members
• The Planning Board shall be made up of nine (9) members
• Members of the Planning Board shall attend all Planning Board training sessions

ARTICLE 5 – MEETINGS

1. Meetings shall be held on the first Thursday of each month at 6 PM at the Historic Courthouse Meeting Room, Carthage, NC, unless the date coincides with a Moore County recognized holiday, and in such a case, the meeting will be held the following Thursday.

2. Attendance is mandatory. If an appointee is absent from three (3) or more meetings, and such absences are not caused by extraordinary events, the member is obligated to resign in writing or the Board of Commissioners may remove that individual.

3. Public Meetings. All regular and special meetings, hearings, records, and accounts of the Board, and all Committees thereof, shall be open to the public, and meetings shall be advertised.

4. Special Meetings. Special meetings shall be called at the request of the chairman or a majority of members of the Board. The Chairman may designate, in advance, regular or special meetings for the presentation of reports on the comprehensive plan, or on general planning discussion, and may conduct hearings, consider petitions and take action at special meetings or defer hearings, petitions and take actions to subsequent regular or special meetings. All of the requirements of N.C.G.S. 143-318.12(b) (Public Notice of official meetings) shall be followed when calling and holding special meetings.

5. Action. Transaction of business, and the taking of official action by the Board shall require a concurring vote of a majority of the voting members of the Planning Board.

6. Order of Business. The Secretary shall prepare an agenda for each meeting, and the order of business.

7. Motions. Motions shall be restated by the Chairman before a vote is taken. The name of the member making the motion, as well as the person who seconds the motion, shall be recorded.

8. Voting. Voting shall be by voice vote, and the minutes shall show the names of those voting on each issue.

9. Abstaining. No member shall be excused from voting except upon matters involving consideration of the member's own financial interest or official conduct. Such cases shall be brought to the attention of the Chairman as soon as possible. In no case shall the request for an abstention be made after the item in question has been brought up for discussion. Abstention shall be allowed only with a consenting vote of a majority of the Board members present at the meeting. The vote of a member who is properly excused from voting shall be recorded as an abstention. In addition, members properly excused from voting upon a matter, shall not take part in the discussion of that matter.

10. All Planning Board meetings may be opened with a prayer.

11. All written material used for consideration in Planning Board meetings becomes part of the official record of that meeting, to be kept on file in the Moore County Planning Department.

ARTICLE 6 – OFFICERS / DUTIES

1. Chairman. The Chairman shall preside at all meetings, appoint members to committees, and perform such other duties as may be ordered by the board.

2. Vice-Chairman. The vice-Chairman shall act in the capacity of the Chairman in his absence.

3. Secretary. The Secretary shall execute such documents as authorized by the Board, in the name of the Board, perform the duties hereinafter listed, and such other duties as the Board shall determine.

ARTICLE 7 – ELECTIONS

1. The Chairman shall be appointed by the Board of Commissioners.

2. The vice-Chairman shall be elected at the first regular meeting after June 30th of each year. The Board shall elect the Vice-Chairman from its membership.

3. The Chairman shall appoint the Planning Department's Administrative Assistant to perform the Board's secretarial duties.

ARTICLE 8 – AMENDMENTS

1. The bylaws may be amended by an affirmative vote of two-thirds of all members, provided all amendments conform to established policies and law.

2. The Board of Commissioners must approve the bylaws and all changes. They can amend

or revise the bylaws without approval of the Planning Board.

ARTICLE 9 – DISSOLUTION

The Board of Commissioners, as appointing authority, can reorganize or dissolve the Planning Board without advance notice.

ARTICLE 10 – RULES

Robert's Rules of Order shall govern meetings except cases where these bylaws stipulate otherwise.

ARTICLE 12 – REPORTS

The Board of Commissioners shall be provided a quarterly report in writing at the end of the following months: January, April, July and October.

Amended this 5th 16th day of May, 2014 2022.

____

Frank Quis, Chairman
Moore County Board of Commissioners

____

Laura Williams
Clerk to the Board

*Approved: June 6, 1988 **Amended 7/12/93   ***Amended 9/18/95 ****Amended 1/5/98 *****6/16/98 ******Amended 6/18/2001 *******Amended May 2, 2002 ********Amended 9/2/03*********Amended 11/16/09*********Amended 05/05/14********Amended 5/16/22

BY-LAWS
MOORE COUNTY PLANNING BOARD

ARTICLE 1 – TITLE

The title shall be the Moore County Planning Board

ARTICLE 2 – MISSION

The purpose and duties of the Moore County Planning Board are as follows;

1. To make recommendations to the Moore County Board of Commissioners concerning amendments as outlined in the Moore County Unified Development Ordinance, land use plan policies and other planning related items that the Board of Commissioners may deem appropriate; and

2. To coordinate with the Planning Staff in all activities related to the above.

ARTICLE 3 – ESTABLISHMENT

The Moore County Planning Board is established through the authority of the North Carolina General Statute 160D-301, 160D-308, 160D-309, 160D-604 and 160D-3101.

ARTICLE 4 – MEMBERSHIP

1. All Members of the Moore County Planning Board are appointed by the Moore County Board of Commissioners, and shall serve at the pleasure of the Board.

2. All Planning Board members should have basic knowledge of the County and its physical, social, and economic makeup. In addition, a basic understanding of the planning process and land-use planning in particular, are recommended.

3. Planning Board membership shall be restricted to residents of Moore County.

4. Terms

a. The length of one term is three (3) years.

b. Terms will be staggered so that no more than fifty percent of the members' terms expire at one time

c. If a vacancy occurs before a term expires, the replacement appointment shall be for the balance of the unexpired term, at which time the person who filled the unexpired term would be eligible for appointment.

5. Composition

a. Members

• The Planning Board shall be made up of nine (9) members
• Members of the Planning Board shall attend all Planning Board training sessions

ARTICLE 5 – MEETINGS

1. Meetings shall be held on the first Thursday of each month at 6 PM at the Historic Courthouse Meeting Room, Carthage, NC, unless the date coincides with a Moore County recognized holiday, and in such a case, the meeting will be held the following Thursday.

2. Attendance is mandatory. If an appointee is absent from three (3) or more meetings, and such absences are not caused by extraordinary events, the member is obligated to resign in writing or the Board of Commissioners may remove that individual.

3. Public Meetings. All regular and special meetings, hearings, records, and accounts of the Board, and all Committees thereof, shall be open to the public, and meetings shall be advertised.

4. Special Meetings. Special meetings shall be called at the request of the chairman or a majority of members of the Board. The Chairman may designate, in advance, regular or special meetings for the presentation of reports on the comprehensive plan, or on general planning discussion, and may conduct hearings, consider petitions and take action at special meetings or defer hearings, petitions and take actions to subsequent regular or special meetings. All of the requirements of N.C.G.S. 143-318.12(b) (Public Notice of official meetings) shall be followed when calling and holding special meetings.

5. Action. Transaction of business, and the taking of official action by the Board shall require a concurring vote of a majority of the voting members of the Planning Board.

6. Order of Business. The Secretary shall prepare an agenda for each meeting, and the order of business.

7. Motions. Motions shall be restated by the Chairman before a vote is taken. The name of the member making the motion, as well as the person who seconds the motion, shall be recorded.

8. Voting. Voting shall be by voice vote, and the minutes shall show the names of those voting on each issue.

9. Abstaining. No member shall be excused from voting except upon matters involving consideration of the member’s own financial interest or official conduct. Such cases shall be brought to the attention of the Chairman as soon as possible. In no case shall the request for an abstention be made after the item in question has been brought up for discussion.

Abstention shall be allowed only with a consenting vote of a majority of the Board members present at the meeting. The vote of a member who is properly excused from voting shall be recorded as an abstention. In addition, members properly excused from voting upon a matter, shall not take part in the discussion of that matter.

10. All Planning Board meetings may be opened with a prayer.

11. All written material used for consideration in Planning Board meetings becomes part of the official record of that meeting, to be kept on file in the Moore County Planning Department.

ARTICLE 6 – OFFICERS / DUTIES

1. Chairman. The Chairman shall preside at all meetings, appoint members to committees, and perform such other duties as may be ordered by the board.

2. Vice-Chairman. The vice-Chairman shall act in the capacity of the Chairman in his absence.

3. Secretary. The Secretary shall execute such documents as authorized by the Board, in the name of the Board, perform the duties hereinafter listed, and such other duties as the Board shall determine.

ARTICLE 7 – ELECTIONS

1. The Chairman shall be appointed by the Board of Commissioners.

2. The vice-Chairman shall be elected at the first regular meeting after June 30th of each year. The Board shall elect the Vice-Chairman from its membership.

3. The Chairman shall appoint the Planning Department's Administrative Assistant to perform the Board's secretarial duties.

ARTICLE 8 – AMENDMENTS

1. The bylaws may be amended by an affirmative vote of two-thirds of all members, provided all amendments conform to established policies and law.

2. The Board of Commissioners must approve the bylaws and all changes. They can amend or revise the bylaws without approval of the Planning Board.

ARTICLE 9 – DISSOLUTION

The Board of Commissioners, as appointing authority, can reorganize or dissolve the Planning Board without advance notice.

ARTICLE 10 – RULES

Robert's Rules of Order shall govern meetings except cases where these bylaws stipulate otherwise.

Amended this 16th day of May, 2022.

4

Frank Quis, Chairman
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

*Approved: June 6, 1988 **Amended 7/12/93 ***Amended 9/18/95 ****Amended 1/5/98 *****6/16/98 ******Amended 6/18/2001 *******Amended May 2, 2002 ********Amended 9/2/03*********Amended 11/16/09*********Amended 05/05/14********Amended 5/16/22

Agenda Item:
Meeting Date: 5/16/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: All Telework Committee Members:
Misty Leland, Janet Parris, Dawn Gilbert, Chris Butts, Caroline Xiong,
Teresa Brewer, and Tammy Schrenker

DATE: May 9, 2022

SUBJECT: Teleworking Policy Pilot Program

PRESENTER: Telework Committee Members

REQUEST:
Receive the presentation. At the next meeting, this item will be on the agenda for approval.

BACKGROUND:
Moore County employees have been operating for the past two years on a COVID-19 Temporary Telework Agreement due to the pandemic to create a safer environment for office personnel and reduce the spread of COVID in the office environment. During this time period, network enhancements were made to ensure that more personnel could work offsite at the same time. Equipment purchases have shifted as well to allow staff to become more flexible in their work site location.

Several departments have reviewed other county and municipal telework policies and discussed what they believed would work best for the County of Moore as well as why we should consider this alternate method of working. It was determined that if properly executed and managed, a Telework Policy would primarily help with recruitment and retention of employees while providing the same or better service. There is also potential for the county to save funds in building space for select positions that are more prone to benefiting from a teleworking arrangement.

The proposed Moore County Telework program is designed as a work alternative that may be offered to some employees when there is a benefit to both the County and the employee. Moore County will place precedence in the needs of the County and the ability to serve internal and external customers when considering the decision to allow telework.

FINANCIAL IMPACT:
No impact.

IMPLEMENTATION PLAN:
Execute the Telework Policy pilot program for a period of six months. During this time, select departments, including Social Services, Child Support, Finance, Attorney’s Office and Information

Technology will be piloting the Telework Policy. This time period should allow sufficient time to trial the policy and determine its effectiveness and optimize it as needed. After the pilot period is over, staff and county administration would review the pilot and if it was a successful implementation, consider it for a county-wide policy available to all departments with Board of Commissioner approval.

RECOMMENDATION SUMMARY:
Receive the presentation. At the next meeting, this item will be on the agenda for approval.

ATTACHMENTS:
Moore County Telework Policy

Moore County Telework Policy

Six-Month Pilot Program

Policy Overview

Moore County's telework program is designed as a work alternative that may be offered to some employees when there is a benefit to both the County and the employee. A telework arrangement allows an employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (i.e. home or other approved remote alternate site). Telework is not a benefit or entitlement, but an alternative work arrangement intended to enhance productivity, creativity, employee satisfaction, reduce operational costs, or other reasons as deemed necessary by the County.

Moore County will place precedence in the needs of the County and the ability to serve internal and external customers when considering the decision to allow telework. Telework alternatives will be available for certain positions, due to the nature of the positions' duties and responsibilities. Department Directors determine the positions for which teleworking opportunities may be allowed based on the duties and responsibilities of that position. The Department Director will provide a list of their departments positions to the Human Resources Department indicating which positions would be able to utilize a teleworking arrangement prior to the department's implementation of this telework policy.

Standard Moore County government operating hours are Monday – Friday from 8 AM – 5 PM when a department or agency is open to the public. However, certain positions are required to work at different times. The Department Director shall approve the employees work time as specified in an employee's approved Telework Agreement.

Telework does not change the basic terms and conditions of employment with the County, and employees are subject to all County policies that apply when working at a County facility. This Telework Policy provides a general framework for teleworkers in County departments; it does not attempt to address the special conditions and needs of all employees.

With the approval of the Department Director and County Manager/designee, eligible employees may be permitted and/or required to perform work functions from locations other than their normal office location. Any employee telework arrangement may be terminated at any time by the Department Director or County Manager/designee if it is no longer in the best interest of the County to continue to arrangement.

Elected and appointed officials/employees do not fall under the County Manager's authority under this Policy. Elected and appointed officials/employees may elect to adopt this Policy for their employees. Teleworking for elected and appointed officials/employees is discretionary.

Organizational Rules
Employee Eligibility

Employee eligibility for telework will be based on all of the following:

- The nature of position is one where the expectations can be clearly defined and work performance can be effectively evaluated regardless of where it is performed;
- The position can perform all work duties remotely without reliance upon distribution of certain duties to other employees;
- The alternate work site is conducive to telework as determined by the Department Director;
- The employee's past performance and work habits demonstrate that they can work successfully at an alternate work site;
- The telework arrangement does not disrupt service to the public or internal customers;
- The position can function independently, and the supervisor can adequately assess the work performance in a telework arrangement; and
- Non-exempt positions will not create additional overtime liability with the telework arrangement.

Implementation

General Requirements

- Offering the opportunity to work at a remote location is a management option; telework is not a universal employee benefit. The Department Director or County Manager/designee may terminate telework at any time and for any reason. Notification of the termination of an employee's telework opportunity will be provided to the employee by the Department Director/designee.
- The teleworker's conditions of employment with the County remain the same as for non-telework employees, and employees are subject to the same county and departmental policies that apply when working at a County facility.
- Employee salary, benefits and employer-sponsored insurance coverage will not change as a result of telework.
- Outside employment and personal business is prohibited during regularly scheduled work hours. Employees shall refer to the Moore County Personnel Policy for additional information.

- Telework is not a substitute for dependent care. When necessary, teleworkers must make arrangements for dependent care during the agreed upon work hours and may be asked to provide proof of appropriate dependent care arrangements.
- Any temporary change to the schedule must be reviewed and approved in advance by the Department Director/designee.
- Teleworkers are prohibited from conducting in-person County business from their approved remote location; remote on-camera meetings and communications are permissible.
- The telework employee has the responsibility for accounting, accurately documenting, and reporting time worked to the Department Director/designee.
- An employee required to attend staff or other meetings must attend even though it may require an employee to report to a County or offsite facility.
- More specific conditions relating to the employee's telework arrangements are detailed in the Telework Agreement which must be approved by the Department Director/designee and the County Manager/designee prior to the initiation of the employee's remote work.

Remote Office Requirements

- The employee's remote workspace is an extension of the department's workspace; County liability for job-related accidents under Worker's Compensation will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, the employee assumes responsibility for maintaining a safe workplace and safe work behavior during work hours. The employee must certify that his/her remote workspace will meet or exceed County standards for telework offices. The County reserves the right to inspect the remote workspace during work hours to ensure required conditions are met.
- Teleworker must protect the security and integrity of data, information, paper files, and access to departmental computer systems as normal.
- Restricted-access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the teleworker's manager. Teleworkers shall ensure the security of any County related materials approved to be taken out of the office. Some materials, as determined by the Department Director in consultation with the County Attorney, are prohibited from being removed from governmental offices; teleworkers who need to access these materials will be required to come to the County departmental location to access them.
- Office supplies for use in the telework workspace will be provided by the County through normal channels and should be obtained during the teleworker's in-office work period.
- Basic level equipment such as a computer, printer, and software may be provided to the employee. The employee shall provide Internet access and

connection sufficient to perform their job duties efficiently from their remote workspace as if in the office.

• County equipment (if any) that is placed in the employee's home remote workspace shall be used for County business only. All equipment distributed for telework remains the property of the County. The employee is required to return all County owned telework equipment and related material when the telework arrangement is discontinued.

Information Services Requirements

• To ensure hardware and software security, all software used for telework must be approved by the Moore County Information Technology Department before installation. Networking can only be established using compatible hardware and software. Only approved communication sources may be accessed using County equipment.
• The IT Department will not troubleshoot internet connectivity issues for the remote location unless the issue is with County equipment or software.
• It is the responsibility of the teleworker to set-up their own remote workspace.
• Equipment, software, or files that are stolen must be reported immediately to the Department Director/Supervisor.
• Unless otherwise agreed to in writing prior to any loss, damage or wear, Moore County does not assume liability for loss, damage or wear of employee-owned equipment.

It is not possible to identify all situations that may arise from a specific telework relationship. As such, issues will be addressed on a case-by-case basis and may not be binding to other arrangements.

Procedures

• The Department Director will assess the nature of the position and determine the compatibility of the position and the employee's past performance to determine suitability for telework in accordance with the requirements of this policy.
• If, after completing an assessment, the Department Director is prepared to recommend a telework arrangement, the employee will complete the Telework Agreement.
• The Department Director will submit the Telework Agreement to the County Manager/Designee for approval.

Termination of Telework Arrangement

This Policy will terminate six months from the date of Adoption unless additional action is taken by the Board of Commissioners to extend the Policy. In addition, Moore County Administration may terminate this Policy at its discretion at any time. The Department Director or Administration may terminate a Telework Agreement at any time for any employee.

Termination of the Telework Policy or Telework Agreement is not grievable under the Moore County Personnel Policy.

ADOPTED, this the ____ day of _____________ 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE:

Frank R. Quis, Chair
Moore County Board of Commissioners

ATTEST:

____
Laura M. Williams
Moore County Clerk to the Board

Agenda Item:

Meeting Date: May 16, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 4, 2022

SUBJECT: FY 2022-2023 Recommended Moore County Budget

PRESENTER: J. Wayne Vest

REQUEST:

The request is to receive the Fiscal Year 2022-2023 Recommended Moore County Annual Budget from the County Manager.

BACKGROUND:

The Budget Team has been meeting since January 2022. Fiscal year 2022-2023 requests have been made by County Department Directors, Moore County Schools, Sandhills Community College, Sandhills Center for Mental Health/Development Disabilities/Substance Abuse Service and others.

IMPLEMENTATION PLAN:

The FY23 Budget Public Hearing is scheduled for Tuesday, June 21, 2022, at 5:30 p.m. The targeted date for adoption of the Moore County Budget Ordinance will take place on Thursday, June 23, 2022, at a special called meeting of the Moore County Board of Commissioners.

RECOMMENDATION SUMMARY:

The recommendation is to receive the Fiscal Year 2022-2023 Recommended Budget as presented by the County Manager.

SUPPORTING ATTACHMENTS:

The FY2022-2023 Recommended Budget

Power Point Presentation for the FY2022-2023 Recommended Budget

Agenda Item:
Meeting Date: June 21,2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: May 4, 2022

SUBJECT: FY 2022-2023 Recommended Moore County Budget - Call for Public Hearing

PRESENTER: J. Wayne Vest

REQUEST:
Call for a public hearing to be held on Tuesday, June 21, 2022, at 5:30 p.m. regarding the FY 2022-2023 proposed budget for the County of Moore.

BACKGROUND:
After receiving the recommended budget from the County Manager, the Board is required by G.S. 159-12(b) to hold a public hearing. In accordance with the budget schedule previously adopted and amended by the Board, the County Manager will present the recommended budget for FY 2022-2023 on Monday, May 16, 2022 (rescheduled from May 17, 2022, due to Election Day), and the public hearing will be held on Tuesday, June 21, 2022. By following this schedule, the Board will adopt the FY 2022-2023 budget by the required date and meet all statutory requirements to do so.

IMPLEMENTATION PLAN:
The Clerk will cause notice of the public hearing to be published as required by statute.

FINANCIAL IMPACT STATEMENT:
The public hearing does not have a direct financial impact but is part of the process of budget approval, which is scheduled for Thursday, June 23, 2022, at a special called meeting by the Moore County Board of Commissioners. With adoption of the budget, the financial plan for Moore County is put in place for the new fiscal year and the programs, actions, projects, and revenues are approved for implementation.

RECOMMENDATION SUMMARY:
Make a motion to call for a public hearing on Tuesday, June 21, 2022, at 5:30 p.m. to receive public comment regarding the recommended budget for fiscal year 2022-2023 for the County of Moore.

SUPPORTING ATTACHMENTS:
Notice of Public Hearing

PUBLIC NOTICE

Notice is hereby given that the proposed FY 2023 budget for the County of Moore has been submitted to the Board of Commissioners. A copy of the proposed budget is now available for public inspection in the office of the Clerk to the Board during regular business hours, online at www.moorecountync.gov or by contacting the Clerk to the Board at 910-947-6403 or clerktoboard@moorecountync.gov.

A public hearing on the proposed budget is scheduled on June 21, 2022, at 5:30 p.m. in the Commissioners' Meeting Room located on the second floor of the Historic Courthouse, 1 Courthouse Sq., Carthage, NC.

Laura M. Williams
Clerk to the Board

Agenda Item: ______________________

Meeting Date: ____5/16/2022_________

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Rachel Patterson, GIS

DATE: May 16, 2022

SUBJECT: Public Hearing – Amendment to the
Moore County Road Name and Addressing Ordinance

PRESENTER: Rachel Patterson

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

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

Section 3 of this Ordinance states "No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners." The road listed here is for initial naming and are privately maintained;
CARYS LN (P4258).

Section 3 allows for owners to rename a previously approved road name by petition and a public hearing. The owner has requested "Bassett Ct" be renamed to "Bassett Ln" (P4178) to fit the type of road to be developed.

IMPLEMENTATION PLAN:
Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads.

FINANCIAL IMPACT STATEMENT:
Not Applicable.

RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to add one (1) road and rename one (1) road to the Moore County Road Name and Addressing Ordinance as proposed.

SUPPORTING ATTACHMENTS:
Road Name and Addressing Ordinance
Color Maps
Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989
AND AS SUBSEQUENTLY AMENDED

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

ADD:
CARYS LN (P4258) ....Located off Howle Rd (SR 1228) on the eastern side of road. Howle Rd is located off Carthage Rd (SR 1229).

RENAME:
BASSETT CT (P4178) ....to BASSETT LN (P4178)
Located within the Brookwood Subdivision (formerly called Star Ridge Farms) which is off Star Ridge Rd (SR1834). Approximately 1200 ft east of NC 22 Hwy.

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption.

Adopted this 16th day of May 2022.

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

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

TABLE OF CONTENTS

MOORE COUNTY ORDINANCE UPDATE

– May 2022 –

CAR
Y
S

L
NHOWLE RD (SR 1228)KANOY RD (SR 122
7
)CARTHAGE RD (SR 1229)
/
S ou rce : \\g isdb \g is\Proje cts\DEPARTMENTS \ADDRES S ING\S tre e ts_ordina nce \Roa dNa m e _Pre Ag e nda \Update Roa ds_Le tte rS ize .m xd
Ma p Pre pa re d By Moore Cou nty GIS De pa rtm e ntDa te : 4/6/2022
Moore Cou nty GIS Discla im e rAll th e inform a tion conta ine d on th is m e dia is pre pa re d for th e inve ntory of re a l prope rty fou nd with in Moore Cou nty. All da ta is com pile dfrom re corde d de e ds, pla ts, a nd oth e r pu b lic re cords a nd da ta . Use rs of th is da ta a re h e re b y notifie d th a t th e a fore m e ntione d pu b lic prim a ry inform a tion sou rce s sh ou ld b e consu lte d for ve rifica tion of th e inform a tion. All inform a tion conta ine d h e re in wa s cre a te d for th e Cou nty's inte rna l u se . MOORE COUNTY, ITS OFFICIALS , AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNES S OR ACCURACY OF THE INFORMATION S ET FORTH ON THIS MEDIA WHETHER EXPRES S OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNES S FOR A PARTICULAR US E. Any re sa le of th is da ta is strictly proh ib ite d in a ccorda nce with North Ca rolina Ge ne ra l S ta tu te s 132-10. Grid is b a se d on North Ca rolina S ta te Pla ne Coordina te S yste m NAD83 (fe e t).
Moore County Ordinance Update - Map 1
400 Fe e t
Legend
Existing Roa ds
Pa rce ls
Citie s
Cou nty Line

ENFIELDDR[Approved(12/3/2018)]BASSETT
LN[PendingApproval(5/17/2022)]ENFI
ELDD
R
[A
p
proved(12/3/2018)]
STILLW
A
T
E
R

C
T

[Approv
e
d

(
1
2
/
3
/
2
0
1
8
)
]ENFIELD DR (P4180)STAR RIDGE RD (SR 1834)D
A
N
B
U
R
Y

C
T

(
P
4

1
7
9
)
WE
A
T
H
E
R
F
O
R
D

L
N

(P41
8
3
)
A
L
E
N
D
A
L
E

D
R

(
P
4
1
7
7
)
IN
G
L
E

S
I
D
E

L
N

(
P
4
1
8
1
)
/
S ou rce : \\g isdb \g is\Proje cts\DEPARTMENTS \ADDRES S ING\S tre e ts_ordina nce \Roa dNa m e _Pre Ag e nda \Update Roa ds_Le tte rS ize .m xd

Ma p Pre pa re d By Moore Cou nty GIS De pa rtm e ntDa te : 4/6/2022

Moore Cou nty GIS Discla im e rAll th e inform a tion conta ine d on th is m e dia is pre pa re d for th e inve ntory of re a l prope rty fou nd with in Moore Cou nty. All da ta is com pile dfrom re corde d de e ds, pla ts, a nd oth e r pu b lic re cords a nd da ta . Use rs of th is da ta a re h e re b y notifie d th a t th e a fore m e ntione d pu b lic prim a ry inform a tion sou rce s sh ou ld b e consu lte d for ve rifica tion of th e inform a tion. All inform a tion conta ine d h e re in wa s cre a te d for th e Cou nty's inte rna l u se . MOORE COUNTY, ITS OFFICIALS , AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNES S OR ACCURACY OF THE INFORMATION S ET FORTH ON THIS MEDIA WHETHER EXPRES S OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNES S FOR A PARTICULAR US E. Any re sa le of th is da ta is strictly proh ib ite d in a ccorda nce with North Ca rolina Ge ne ra l S ta tu te s 132-10. Grid is b a se d on North Ca rolina S ta te Pla ne Coordina te S yste m NAD83 (fe e t).

Moore County Ordinance Update - Map 2

400 Fe e t

Legend

Existing Roa ds

Pa rce ls

Citie s

Cou nty Line

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Monday, May 16, 2022, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add one (1) road and rename one (1) road to the Ordinance, which are Carys Ln (new) and Bassett Ln (rename).

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams,
Clerk to the Board

Farm Life School Road – Conditional Rezoning – Staff Report

Agenda Item: ___ Meeting Date: May 16, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning and Inspections Director

DATE: April 13, 2022 SUBJECT: Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Farm Life School Road

PRESENTER: Debra Ensminger REQUEST

Cellco Partnership d/b/a Verizon Wireless is requesting a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195' monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records.

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 Located on the parent property is Adult and Teen Challenge of Sandhills, a group care facility. Adjacent properties include residential uses and undeveloped properties.

While the parcel does have some freshwater forested/shrub and freshwater pond wetlands, none are located within the rezoning area. The parcel is also within the AE – 1% (100-year) Flood Zone, however the rezoning area is located approximately 370'+/- from the closest boundary. The parcel is located within the Little River (CPF) WS-IIIP Watershed. The submitted application meets all the UDO requirements in Section 8.101 (Wireless Communications Facility).

PLANNING BOARD RECOMMENDATION The Planning Board met on April 7, 2022, and unanimously recommended approval of the rezoning request (6-0).

COMMUNITY MEETING The community meeting was conducted at the Moore County Sports Complex Multi-Purpose Room on March 14, 2022, between 1:00pm and 2:00pm. Adjacent properties were notified by certified return receipt mail, sent on March 3, 2022. Please refer to attached report for more details.

CONDITIONAL ZONING (CZ)

Conditional rezoning affords a degree of certainty in land use decisions not possible when rezoning to a general district. Conditional Zoning Districts are established to provide for flexibility in the development of property while ensuring that the development is compatible with neighboring uses. Pursuant to NCGS 160D-703, conditional zoning districts requires the approval of a rezoning by the Moore County Board of Commissioners and approval of a site-specific development plan allowing for the development of specific land uses.

Parallel conditional zoning districts are restricted to those uses (meaning either one or multiple uses) listed in the corresponding general use zoning district.

The request shall be in compliance with all relevant portions of the UDO, except that variations from these standards may be approved by the Board of Commissioners if the site plan is submitted and determined to be suitable for the request, is consistent with the intent of the standards, and ensures compatibility with land uses on surrounding properties.

Specific additional conditions applicable to the rezoning request may be proposed by the applicant, the Planning Board, or Board of Commissioners. Only those conditions mutually approved by the county and the applicant may be incorporated into the permit requirements. If a proposed condition is unacceptable to the owner, the petition can be withdrawn, and the proposed rezoning cannot go forward. Likewise, if a condition is unacceptable to the Board of Commissioners, the petition can be denied and there is no rezoning.

Per NCGS 160D-703(b), conditions and site-specific standards shall be limited to those that address the conformance of development and use of the site to County ordinances and officially adopted plans and those that address the impacts reasonably expected to be generated by the development or use of the site.

ZONING DISTRICT COMPATIBILITY The requested rezoning to Rural Agricultural Conditional Zoning (RA-CZ) is consistent with the existing uses located near the property, including residential uses, as the underlying zoning district will remain Rural Agricultural (RA). The surrounding area is zoned Rural Agricultural (RA). CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN The future land use map identifies the property as Rural Agricultural Classification. The requested zoning to Rural Agricultural Conditional Zoning (RA-CZ) is compatible with the Rural Agricultural Land Use Classification as the underlying district will remain Rural Agricultural (RA) and the request is limited to the wireless communication facility use. Wireless Communication Facility service is in demand in a largely rural area.

The Land Use Plan states the primary use of the Rural Agricultural Land Use Classification is to support rural residential life associated with agricultural uses (e.g., row crops, forestry, horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas) and other rural activities.

The Moore County Unified Development Ordinance states the Rural Agricultural (RA) district is intended to encourage the continuance of agricultural uses as well as to ensure that residential development of appropriate intensities that are consistent with the suitability of land, availability of public services, and that are compatible with surrounding development, will occur at appropriate densities to provide a healthful environment. The RA District is also intended to accommodate rural commercial activities where the use of site-specific development plans, individualized development conditions, vegetative buffers, larger lots, and the compatibility of adjacent land uses are considered to provide suitable locations for rural commerce and other rural activities. The rezoning request aligns with the following recommendation as included in the attached Land Use Plan Consistency Statement, including Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features. MOORE COUNTY FUTURE LAND USE MAP

Farm Life School Road – Conditional Rezoning – Staff Report

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

Motion #1: Make a motion to adopt the attached Approval or Denial Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to Approve or Deny the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195' monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records.

ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Zoning Map
- Municipal Zoning Map
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Submitted Conditional Rezoning Application
- Submitted Wireless Communications Facilities Application
- Submitted Site Specific Development Plan
- Community Meeting Report
- Deed Book 5101 Page 332

View of subject property

Approximate location of proposed tower on subject property

Adjacent property – 480 Farm Life School Road

Adjacent property – 417 Farm Life School Road

Adjacent property – Undeveloped

Adjacent property - Undeveloped

View of subject property

Approximate location of proposed tower on subject property

Farm Life School Road – Conditional Rezoning – Staff Report
Adjacent property – 480 Farm Life School Road

Adjacent property – 417 Farm Life School Road

Adjacent property – Undeveloped

Adjacent property - Undeveloped

NC
2
4
-
2
7
Vicinity Map
CARTHAGE
CARTHAGE ETJ

Land Use Map
Shaded area requested to be rezoned to RA/CZ
Group Care Facility
Vacant
Vacant
Single Family
Single Family
Vacant

CARTHAGE
RA
RA-40
B-1
Zoning Map
Shaded area requested to be rezoned to RA/CZ

Municipal Zoning

RM-40

Shaded area requestedto be rezoned to RA/CZ

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

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

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)
• Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to existing roads and the underlying zoning district will remain in harmony with surrounding zoning.

3. Contributing factors in the rezoning approval are in response to managing the demand of wireless communication service in a largely rural area. This request will also limit the rezoning to maximum area necessary to achieve the development.

Therefore, the Moore County Board of Commissioners APPROVES the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195’ monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records.

____________________________________ ______________________

Frank Quis, Chair Date
Moore County Board of Commissioners

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

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

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)
• Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners DENIES the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195’ monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records.

________________________________ ____________________

Frank Quis, Chair Date
Moore County Board of Commissioners

To: Moore County Jurisdiction
RE: Verizon Wireless Site #431713 (Swallowtail)
Site Located at: 444 Farm Life School Road/Parcel ID: 859600471781

To Whom It May Concern,
We write to inform you that Verizon Wireless Pursuant to Chapter 8, Section 8.101 B.2 of the Moore County, NC Ordinance has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.
The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency- safety/faq/rf-safety.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.
Contact Name Contact Email Contact Phone
Kelly Quate Kelly.quate@verizonwireless.com 7045745273
Sincerely,
Jignesh Choksi
Manager-RF System Design
Verizon Wireless

January 14, 2022
Chris Starks
Verizon Wireless
1101 Matthews Mint Hill Road
Matthews, NC 28105

RE: Proposed 195’ Sabre Monopole for Swallowtail, NC

Dear Mr. Starks,

Upon receipt of order, we propose to design and supply the above-referenced Sabre monopole for a Basic Wind Speed of 116 mph without ice and 30 mph with 1.5” ice, Structure Classification II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-G “Structural Standards for Steel Antenna Towers and Antenna-Supporting Structures”, using structural steel.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion above the highest stress leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of 45’. Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.

Sincerely,

David Hill, P.E.
Design Engineer II

VZW#431713 Swallowtail

APPLICATION BY CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS FOR THE INSTALLATION OF TELECOMMUNICATIONS FACILITY
SWALLOWTAIL #431713

Deborah Ensminger,
Planning and Transportation Director
County of Moore, NC
1048 Carthage Oaks Drive
Carthage, NC 28327
PH: 910-947-5010

Subject: Telecommunications Facility Proposal by
Verizon Wireless Site #431713 (Swallowtail)
Moore County, NC Conditional Rezoning
444 FARM LIFE SCHOOL ROAD
Parcel ID: 859600471781

Adult & Teen Challenge of Sandhills, by its authorized representative, and owner of real estate identified above, hereby authorize Verizon Wireless to submit an application to Moore County, NC Planning & Zoning Department for the purpose of obtaining all necessary zoning and development permits for the installation of a wireless telecommunications facility consisting of a 195-foot antenna support structure to be erected on the subject property, within a leased area of 100'x100'. Said facility to be surrounded by a 50'x50' fence and include a graveled access & utility easement for ingress/egress.

ADULT & TEEN CHALLENGE OF SANDHILLS

By:

Its: Russell Cambria
Authorized Representative

Date: 11/10/2021

TOWER / STRUCTURE / ANTENNA/ EQUIPMENT REMOVAL BOND
Bond #CMS0346710
Site Name: Swallowtail
Site Location: Joel Road, Carthage, NC 28327
Verizon Project #: 16145746
Verizon Tower Location Code: 431713

KNOW ALL MEN BY THESE PRESENTS, THAT, Cellco Partnership, as Principal, and RLI Insurance Company, a corporation duly organized under the laws of the State of Illinois, as Surety, are held and firmly bound unto Moore County. 1048 Carriage Oaks Drive. Carthage. NC 28327. as Obligee, in the sum of Twenty Thousand and 00/100 ($20,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower(s), structure(s), antenna(s), and/or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such tower(s), structure(s), antenna(s), and/or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the Obligee requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower(s), structure(s), antenna(s), and/or equipment.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocation of a tower(s), structure(s), antenna(s), and/or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.

THIS BOND signed, sealed, dated on the 9th day of November. 2021. This bond is effective the day of November. 2021.

Cellco Partnership

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402 Bond No. CMS0346710

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the
approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and
Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable),
each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

___________________Leah L. Juenger______________in the City of____________St. Louis___________, State of______________Missouri______________,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute,
acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed
Twenty Five Million Dollars ($25,000,000) for any single obligation, and specifically for the following described bond.

Principal:

Obligee:

Cellco Partnership

Moore County

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the
following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force,
to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President,
or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds,
policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds,
policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and
the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have
caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of

RLI Insurance Company

Contractors Bonding and Insurance Company
\ \SEAL./ ;v. SEAL/! V-.. ..-v?
State of Illinois fil y,i oty
> ss
Barton W. Davis Vice President
County of Peoria CERTIFICATE
On this 9th day of November Public, personally appeared ____, 2021 ^ before me, a NotaryBarton W. Davis , whobeing by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to b$4he voluntaiy act and deed of said corporation.
By:Jacqu Notary Public
OFFICIAL SEAL
JACQUELINE M BOCKLER
NOTAflY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 14 2022
I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 9th day of_____November_____, 2021 .
RLI Insurance CompanyContractors Bonding and Insurance Company
By:______^
Jeffrcy C^PicW U V Corporate Secretary
A00A1D19

****

* Federal Airways & Airspace * * Summary Report: New Construction * * Antenna Structure * **

Airspace User: Not Identified

File: SWALLOWTAIL

Location: Whispering Pines, NC Latitude: 35°-18'-30.4" Longitude: 79°-21'-19.1"

SITE ELEVATION AMSL......372.2 ft. STRUCTURE HEIGHT.........199 ft. OVERALL HEIGHT AMSL......571 ft. NOTICE CRITERIA FAR 77.9(a): NNR (DNE 200 ft AGL)

FAR 77.9(b): NNR (DNE Notice Slope) FAR 77.9(c): NNR (Not a Traverse Way)

FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for BQ1 FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for SOP FAR 77.9(d): NNR (Off Airport Construction) NR = Notice Required NNR = Notice Not Required PNR = Possible Notice Required (depends upon actual IFR procedure) For new construction review Air Navigation Facilities at bottom of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI. OBSTRUCTION STANDARDS FAR 77.17(a)(1): DNE 499 ft AGL

FAR 77.17(a)(2): DNE - Airport Surface FAR 77.19(a): DNE - Horizontal Surface

FAR 77.19(b): DNE - Conical Surface FAR 77.19(c): DNE - Primary Surface FAR 77.19(d): DNE - Approach Surface FAR 77.19(e): DNE - Approach Transitional Surface

FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: BQ1: GILLIAM - MC CONNELL AIRFIEL Type: A RD: 25988.72 RE: 436.3 FAR 77.17(a)(1): DNE FAR 77.17(a)(2): Does Not Apply. VFR Horizontal Surface: DNE VFR Conical Surface: DNE VFR Primary Surface: DNE VFR Approach Surface: DNE VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: SOP: MOORE COUNTY

Type: A RD: 25186.7 RE: 431.3 FAR 77.17(a)(1): DNE FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL. VFR Horizontal Surface: DNE VFR Conical Surface: DNE VFR Primary Surface: DNE VFR Approach Surface: DNE VFR Transitional Surface: DNE TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4) FAR 77.17(a)(3) Departure Surface Criteria (40:1)

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA) FAR 77.17(a)(4) MOCA Altitude Enroute Criteria The Maximum Height Permitted is 2042 ft AMSL PRIVATE LANDING FACILITIES FACIL BEARING RANGE DELTA ARP FAA IDENT TYP NAME To FACIL IN NM ELEVATION IFR

----- --- ---------------------------- -------- ----- --------- ---

NR88 AIR TOBACCO ROAD 223.95 2.3 +93 No Impact to Private Landing Facility. DNE 200 ft AGL within 3 NM of Airport. 84NC AIR ROOSTER FLD 111.9 5.65 +231 No Impact to VFR Transitional Surface. Below surface height of 465 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES FAC ST DIST DELTA GRND APCH IDNT TYPE AT FREQ VECTOR (ft) ELEVA ST LOCATION ANGLE BEAR ---- ---------- -- ------ ------ ------ ----- -- -----------------

------- ---- SOP LOCALIZER I 111.5 197.41 24287 +143 NC RWY 05 MOORE COUN .34 54 EEJ NDB D 42 59.1 45949 +81 NC LEE COUNTY/DCMSND .10 SDZ VORTAC R 111.8 243.95 77252 -17 NC SANDHILLS -.01 FAY RADAR I 2740. 160.55 103124 +188 NC FAYETTEVILLE REGI .10 No Impact. This structure does not require Notice based upon EMI. The studied location is within 20 NM of a Radar facility.

The calculated Radar Line-Of-Sight (LOS) distance is: 53 NM. This location and height is within the Radar Line-Of-Sight.

POB TACAN R 113.8 117.04 112477 +366 NC POPE .19 FAY VOR/DME I 108.8 129.44 185552 +384 NC FAYETTEVILLE .12 LIB VORTAC I 113.0 337.4 198498 -257 NC LIBERTY -.07 CFR Title 47, §1.30000-§1.30004 AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.

Movement Method Proof as specified in §73.151(c) is not required. Please review 'AM Station Report' for details.

Nearest AM Station: WEEB @ 13477 meters. Airspace® Summary Version 21.7.612

08-27-2021

11:01:08

Community Meeting Report

COMMUNITY MEETING REPORT

Monday, March 14, 2022, 1:00 p.m. – 2:00 p.m.

Proposed Wireless Communications Facility – Farm Life School Rd.

Community Members Present: Steven Caddell, Mary W. McNeill

Applicant's Representative Present: Victoria Farmer, David Best, Russell Cambria

Planning Staff Present: Jaimie Walters

Ms. Farmer, Mr. Best and Mr. Cambria were available to answer questions as they were asked. Mr. Steven Caddell asked about health concerns and impact on property values. Ms. Farmer assured Mr. Caddell that there were no more health impacts from the proposed tower than from a wi-fi router in his own home. Mr. Best also told Mr. Caddell that the property values are likely to benefit rather than suffer. Ms. Farmer indicated that she would have an appraisal study done for the area to show property value impacts. Mr. Caddell also asked if there would be new power poles installed to run electricity from the tower. Mr. Best and Ms. Farmer indicated that if any were added, it would be minimal and that utilities will be run underground as much as possible.

Mrs. McNeill was at the meeting to represent her son, Mr. John McNeill, who is an adjacent property owner but couldn't make the meeting. She asked about the location of the nearest tower to the proposed site. Mr. Best was not able to give a certain answer for that but did show Mrs. McNeill the search area that was done for this site and that nothing was located within it and around it. Mrs. McNeill also asked about the elevation of the proposed site above sea level. Mr. Best told her it was 372.2' above sea level.

List of those notified of the Community Meeting (certified mailings to adjacent properties):

LATIMER DILLAN HUNTER &
LATIMER JENNA LEAH
ADULT & TEEN CHALLENGE
OF SANDHILLS
LYERLY LAWRENCE JR &
LYERLY ELIZABETH C
BRADY VENTURES LLC
MCNEILL JOHN WOODWARD
MCNEILL CARYN COPPEGE
CADDELL CHARLES STEVE
CADDELL DREMA

Attachments:

• Site plan presented at the Community Meeting

Submitted by,

Jaimie Walters, MPA, CZO
Senior Planner – Moore County Planning and Inspections

(MOO-001)
IMPACT STUDY

Impact Study - Cell Tower
452 Farm Life Road
Carthage, Moore County, NC
28327
Type Report: Impact Study
Effective Date
March 27, 2022

(MOO-001)

Real Prope rty Appraise rs an d Consul tants
1100 Sund ance D rive, Concord, North Carolina 28027
Telephone: 704-605-0595

April 3, 2022

Victoria Farmer
Faulk & Foster
Site Development Zoning Specialist
1811 Auburn Ave.
Monroe, LA 71201

RE: Impact Study for Proposed Telecommunications Facility located at 452 Farm Life School Road, Moore County, North Carolina.

Dear Ms. Farmer:

I have completed a study of the proposed tower. The scope of the assignment is to provide an analysis and conclusions addressing whether the proposed tower will have a substantial adverse impact on the value of adjacent or abutting properties. The study is intended to assist Moore County officials for a conditional rezoning request to permit the development. The information provided in this report is not only applicable to the tower development detailed in this report but includes quantitative analyses of several towers performed over the past several years. The additional information is provided as it may be applicable to other proposed towers in Moore County.

The location of the proposed tower is on a property owned by Adult & Teen Challenge of Sandhills. The owner operates a Christian based center to assist youth and adults experiencing life problems. The improvements on the property include a mixture of residential, agricultural and institutional buildings associated with the operation. This is a non-profit organization. The site consists of 30.9 acre in a rural area of Moore County. The site is zone RA, Residential Agricultural. The surrounding land uses, location and siting are contributing factors in the development of a conclusion regarding the potential impact of the tower on adjacent or abutting properties.

The impact study is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The impact study is not an appraisal as it does not report a value of any property; however, the study employs appraisal methodology to reach our conclusions of the impact of the proposed development. The impact study is of real property as this is the field of our expertise.

The conclusions of this study are supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions section of this report. The analysts certify that we have no present or contemplated future interest in the proposed development, and that our fee for this assignment is in no way contingent upon the conclusions of this study.

(MOO-001)

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS:

It is an extraordinary assumption of this report that the improvements as described within this report are compliant with the appropriate ordinance including but not necessarily limited to setbacks, landscaping, access, and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within the respective fields.

It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. Further, it is an assumption of the study that the proposed access will be in accordance with all local and state regulations. Maintenance will occur through a non-exclusive easement that we assume is a legal access. Considering this is an extension of the existing driveway, we consider the assumption reasonable.

The content and conclusions of this report are intended for our client and for the specified intended uses only. They are also subject to the assumptions and limiting conditions as well as the specific extraordinary assumption set forth in this report.

It is our opinion that the proposed development will not substantially injure the value of adjacent or abutting properties.

Thank you for the opportunity to be of service. If you have any questions or comments, please contact our office.

Sincerely yours,

MICHAEL P. BERKOWITZ
MPB REAL ESTATE, LLC

TABLE OF CONTENTS

SCOPE OF THE
ASSIGNMENT

In accordance with our agreement with the client, this impact study is specific to the needs of our client as part of an application for a conditional rezoning to be considered by Moore County Officials. Our study and the reporting of our study is in agreement with our client as follows:
The proposed development requires a conditional rezoning approval. The report is intended to address items relevant to the application. The following was extracted from the Moore County zoning ordinance.

The scope of the assignment includes research of existing towers in the neighborhood. The neighborhoods and their surrounding developments are researched to determine whether the proposed development, referred to as the "Swallowtail site", is consistent with the location of other towers in this section of Moore County and their impact, if any, on property values.

The impact study provides an analysis of the surrounding properties. The analysis includes existing improvements, zoning designations and likely development patterns. The existing uses as of the effective date of this report in concert with the market data provided are contributing factors to the conclusions of this study.

In addition to the study of the specific tower, we have provided additional quantitative analysis for reference purposes for the benefit of Moore County officials for future consideration of other towers. The quantitative analyses include a variety of development patterns around telecommunication towers.

PREMISES OF THE STUDY

Identification of Subject "Swallowtail site"
452 Farm Life School Road
Carthage, Moore County, NC 28327
Tax Parcel ID: 8596-00-47-1781

Client, Purpose, and Intended Use and Intended Users
Victoria Farmer
Faulk & Foster
Site Development Zoning Specialist
1811 Auburn Ave.
Monroe, LA 71201

The client and intended user are Mrs. Victoria Farmer and representatives. The intended use is as an aid to assist Moore County officials in rendering a decision regarding an application for a conditional rezoning for the proposed development. The study is not intended for any other use or users.

Analyst Michael P. Berkowitz
MPB Real Estate, LLC
1100 Sundance Drive
Concord, NC 28027

Property Inspection Michael Berkowitz inspected the property and neighborhood surrounding the proposed development. Details of surrounding land uses, and observations are provided throughout the report. I also performed off site visual inspections of several towers located in Moore County. I consider my observations in the context of the market data. They are a contributing factor to my conclusions.

Photographs of the property were taken during Mr. Berkowitz’s inspection.

Extraordinary Assumptions of Report

It is an extraordinary assumption of this report that the improvements as described within this report are compliant with the appropriate ordinance including but not necessarily limited to setbacks, landscaping, access, and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within the respective fields.

It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. Further, it is an assumption of the study that the proposed access will be in accordance with all local and state regulations. Maintenance will occur through the extension of an existing driveway, which we assume is a legal access.

Should the extraordinary assumptions not exist, we reserve the right to amend this study.

Effective Date of Study March 27, 2022

Date of Report April 3, 2022

Type Report Impact Study Report

Study Development and Reporting Process

In preparing this study, the analyst:

Analyzes physical affects, if any, of the proposed construction on contiguous properties;

Reviews plans for the proposed development to determine whether it is in compliance with the Moore County Ordinance with respect to items within my field of expertise;

Reviews site plan provided by our client with respect to the physical characteristics of the proposed development;

Reviews Chapter XI of the Moore County Zoning Ordinance regarding the approval process for conditional zoning;

Researches market data around existing cell towers in Moore County to determine whether the proposed development is in accordance with the other similar developments in the area.

PROPOSED FACILITY

Tower Based on information provided to the analyst, the proposed tower will consist of a 195-foot “monopole” communications tower. The survey appears to show that the existing driveway will provide access to the new tower. The proposed tower will be in the southwestern portion of the site near the pond on the property. The following is a site plan showing the proposed development.

Site Improvements The site improvements include an eight-foot chain link fence with three strands of barbed wire. The proposed construction will create a clearing within the wooded areas of the site for construction. The plans do not include a landscaping plan.

Access The access to the proposed tower will use the existing driveway. The plans call for the installation of a cattle gate at the entrance to the property. We have assumed that this is legal access. Cattle gates are commonly used for security access to agricultural properties in rural areas.

We assume that the access for the proposed development is in accordance with all local and state regulations. Given the use of the current access, we consider the assumption reasonable.

Location The proposed tower is in the southwestern portion of a residentially zoned property in a rural portion of Moore County. While we will detail the surrounding developments later in the study, the uses in the area include a mixture of residential, institutional, and agricultural uses. The subject has an RA, Residential/Agricultural designation consistent with most of the properties in the immediate area.

SURROUNDING LAND USES

The proposed development is located on a 30.9-acre tract of land improved with agricultural and residential improvements used for the institutional operations of a rehabilitation facility. The general area includes residential developments of varying densities, agricultural land, and institutional uses. We note that there is a residential subdivision to the northeast near Union Pines High School.

The following chart provides a summary of the adjacent or abutting properties followed by an aerial photograph. The listing on the following chart is based on public records for reference purposes. We provide a brief analysis of each category and address the potential impact on property values later in the report. The parcel for the proposed development is outlined on the aerial photos taken from the Moore County

GIS. In the chart, we also include some of the parcels across the street.

ADJACENT OR ABUTTING PROPERTIES

While there is a more traditional residential development northeast of the subject, the immediate area is primarily rural with some low-density residential developments. Union

TAX ID	OWNER	ACRES	USE	ADDRESS
8596-00-27-9488	BRADY VENTURES LLC	68.18	VACANT	OFF JOEL RD
8596-00-48-7817	MCNEILL JOHN & CARYN	25.53	VACANT	FARM LIFE SCHOOL RD
8596-00-47-3055	CADDELL CHARLES & DREMA	5	SFD	480 FARM LIFE SCHOOL RD
8596-00-57-0744	LATIMER DILLAN & JENNA	6.68	SFD	417 FARM LIFE SCHOOL RD
8596-00-56-1074	WALDEN BRIAN G & MABEL A	8.14	SFD	573 FARM LIFE SCHOOL RD
8596-00-78-0741	BREWINGTON HOLDINGS LLC	29.11	VACANT	UNION CHURCH RD
8596-00-66-5431	BRYANT WANDA H	13.52	VACANT	OFF SMITH HILL RD
8596-00-67-7974	HINES DAMION	12	VACANT	OFF UNION CHURCH RD
8596-00-67-5285	POUX PATRICIA	10	VACANT	OFF UNION CHURCH RD
8596-00-56-2508	LYERLY FAMILY PROPERTIES LLC	8	SFD	525 FARM LIFE SCHOOL RD

SURROUNDING PROPERTIES SUMMARY

Church Road to the northeast is the primary transportation corridor for the area and is the location of the high school.

Vacant Land – Most of the surrounding properties are vacant land that appear to be used for agricultural purposes. Almost all the vacant tracts are heavily wooded according to the aerial photos provided. Given the existing vegetation and siting of the proposed tower, these properties will have little to no visual impact from the tower.

Single Family Residential – There are four surrounding properties improved with single family dwellings. The siting of the dwellings is either along the public road or nestled amongst the existing trees. As with the vacant land the visual impact on these properties will be reduced by the existing vegetation.

As we will discuss in the following section, the scope of the assignment is to determine whether the proposed development is in accordance with the Moore County zoning ordinance regarding the approval of a conditional zoning application and the development of wireless communications support structures. The items within our field of expertise are detailed in the following section.

MOORE COUNTY ZONING ORDINANCE

As part of the assignment, I reviewed Chapter XI of the Moore County Zoning Ordinance regarding the approval process for conditional zoning. This section identifies several items that will be addressed by other and included in the application. Therefore, the remainder of the report focuses on the items provided in the Scope of Work section.

Based on our review of the ordinance, the remainder of the study focuses on the relation to surrounding properties and potentially injurious effect of the tower on real property values. The potential impact on these properties is the visual impact of the proposed tower.

We will discuss property values later in the report. We acknowledge that the proposed 195-foot tower will have a height in excess of any structure in the immediate area. However, the siting and surrounding developments will minimize the extent possible, the visual impact on surrounding properties.

Summary The items within our field of expertise focus on the aesthetic impact of the proposed development on values of contiguous properties. This is based on the existing developments as detailed earlier in the study. The existing infrastructure, location and property uses reduces the visual impact of the tower.

MARKET RESEARCH

A potential issue associated with the impact of the proposed development is on real property values in the immediate vicinity and the neighborhood. We researched towers in Moore County and identify the development patterns around these towers. After analyzing the market data, we compare this information to the proposed site and the physical characteristics and development patterns surrounding the proposed development.

Moore County Towers During our research, we visited several towers in Moore County. The towers in this section of Moore County are few. The comparability of towers to the proposed development is a significant factor in developing a credible conclusion of the study. Towers are selected for a variety of reasons including but not necessarily limited to:

Location – The proposed location is in a rural area of Moore County.

Surrounding Developments – The surrounding developments include vacant land and low-density residential properties.

Construction Type/Height – The proposed tower is a monopole tower with a height of 195 feet.

For the research of towers, we rely on information from antennasearch.com, which we consider a reliable source of information. The number of towers in this area of Moore County is limited. Some of the towers were not visible from the street or aerial photos. We exclude these towers as some towers receive approval and the information available does not show a date of construction. We have excluded the towers listed with a height of under 100 feet. The following map shows the location of towers within three miles of the proposed tower.

The search provided only three towers and 13 antennas within the search area. The number of towers limits the possibility of finding a tower within the community with comparable physical characteristics.

The first tower is located at 640 Bibey Road. The tower is comparable to the proposed tower. The surrounding developments of this tower have some comparability to the site of the proposed tower. The tower is located approximately two miles southwest of the proposed tower. There is a new subdivision under construction north of the tower. However, our tour of this tower revealed that it was not visible from the subdivision. The properties immediately surrounding the tower did not provide adequate quantity or quality of date to develop a credible analysis.

The second tower is located at 141 Alton Lane. This tower is approximately 2.9 miles from the proposed tower. This is a guyed tower with a height of 230 feet. This towser has a significantly higher visual impact on the surrounding properties as it does not have the vegetative buffer of the proposed development. The tower is located amidst properties improved with mobile homes. Unfortunately, most of the properties are under the same or related ownership and do not provide adequate market data to perform a quantitative analysis.

The third tower found was not visible from aerial photos or from the public right-of-way. Therefore, we have provided the results of several studies performed in rural areas with similar surrounding developments. At the request of our client, we have also provided examples of an array of developments for the benefit of Moore County officials for potential future tower developments.

Rural Towers

A tower is in Rowan County in a residential area of Tareyton Drive. This is an older residential area with most of the dwellings constructed in the 1970’s similar to the residential improvements near the proposed tower. As shown on the following aerial, the tower is in an open field with a higher visual impact than the subject. The tower has a similar height to the subject.

The following sales were found in the area. The two properties highlighted in green have the highest level of visual impact from the tower.

All the sales have similar lot sizes, location and year built. As with many older homes, the most significant factor influencing price paid is the condition of the improvements. The first “green” sale in the chart included a basement, which would require an adjustment. The presence of the basement skews the price paid per square foot. Upon further research, this dwelling was reported as “needing some work”. From a price point, the sale is on the lower end of the range, which is reasonable given the reported condition of the improvements and presence of a basement.

The second “green” sale did not include a basement and was reported in fair condition. Again, this sale is consistent with the other sales in the data set. The analysis of this sale shows consistency with other residential sales in the area despite its location and visual impact from the tower. We note that the tower is only partially visible from this property consistent with the residential properties near the proposed development.

For a previous study in Gaston County, we found a tower with some low-density residential developments. This tower is located closer to the road in an open field with a significantly higher visual presence than the proposed tower. The following exhibits provide an aerial and street scene for the tower.

Parcel	Address	Land (Acres)	Bedrooms	Baths	SF	Year Built	Sale Date	Sales Price	Price/SF
102 561	3009 Daisy Ct	0.25	3	1	1,600	1974	1/13/17	35,000$	21.88$
102 622	442 Newcastle Rd	0.22	3	1	1,100	1974	12/29/17	45,000$	40.91$
102 507	3218 Spring Valley	0.34	4	2	1,538	1972	10/10/16	78,000$	50.72$
102 491	3220 Spring Valley	0.3	3	1	1,092	1972	12/14/17	99,000$	90.66$
152 857	655 Kilborne Dr.	0.2	3	1	1,050	1978	8/21/15	37,000$	35.24$
152 839	601 Dundeen Dr.	0.22	3	1	1,075	1978	12/31/15	36,000$	33.49$
152 820	630 Dundeen Dr.	0.2	3	1	1,050	1977	1/5/17	48,000$	45.71$
152 797	636 Colebrook Dr.	0.2	3	1	1,000	1977	11/30/16	60,000$	60.00$
137 766	609 Belfast Dr.	0.21	3	1	1,050	1976	7/28/14	45,000$	42.86$
137 758	602 Belfast Dr.	0.2	3	1	1,050	1976	8/21/15	30,000$	28.57$
137 734	657 Belfast Dr.	0.21	3	1	1,050	1976	11/21/17	53,000$	50.48$

Sales Summary

1852 County Line Road As shown on the previous aerial, there are residential developments in Gaston County across the street from the tower. This tower is a similar height and monopole construction. As with most rural areas of North Carolina, the market data is limited. The following data consists of some modular homes that sold along County Line Road across the street from the tower to some modular homes that sold in Lewis Farm Estates. The following chart provides a summary of the sales.

In the analysis of these sales, there are several factors that contribute to the price paid. The smaller lot sizes for the properties near the tower would warrant a downward adjustment to these sales. Regardless, the range of prices paid per square foot is considered small. The indication from this analysis is that similar single family dwelling prices paid are comparable despite the visual impact of the cell tower. The market data indicates that even with absence of a vegetative buffer, the tower does not substantially injure the value of contiguous properties.

Address	Sale Date	Sales Price	Acres	SF	Price/SF	Year Built
1848 County Line Road	5/24/11	100,000$	1	1,908	52.41$	1999
1846 County Line Road	11/16/07	90,000$	1.03	1,512	59.52$	2004
1519 Lewis Farm Road	3/5/15	116,000$	2.42	1,842	62.98$	1999
1526 Lewis Farm Road	8/29/07	170,000$	2.88	2,881	59.01$	2006

Property Sales Summary

Another tower on a residentially zoned property is located along the NC Highway 138 corridor in Stanly County. The tower is a monopole with a height of 195 feet. Research of the market for the adjacent properties revealed a recent sale of the adjacent property to the north of the property improved with the tower. The following chart provides a summary of sales found in the area. The sale of the adjacent property is highlighted in yellow. The other sales are for other properties providing similar utility.

. As shown on the previous chart, the sale of the property adjacent to the tower site is on the upper end of the range on a price per square foot as well as price point. After researching and adjusting these sales for physical and market variances in comparison to the sale adjacent to the tower, the analysis indicates that there is no diminution in value caused by the presence of a tower on the adjacent property.

We also provide the results from a study in Robeson County. The scope of the impact study addressed the potential impact of value on properties in the neighborhood. The following provides market data for the towers found in Robeson County that are a similar market to the proposed development.

The following data is segregated into two categories: single family homes and vacant land. For all the data sets, the properties highlighted in yellow are those properties along the same corridor as the tower. These properties are compared to properties highlighted in green, which are along similar streets

Sale Date	Address	Acres	Size (SF)	Year Built	BR	BA	Sale Price	Price/SF
3/12/20	12483 NC Hwy 138	2	1,500	1955	3	1	140,000$	93.33$
1/30/20	12514 NC Hwy 138	1.91	1,070	1954	2	1	103,000$	96.26$
6/13/19	32621 Chapel Rd.	2.59	1,734	1993	3	2	150,000$	86.51$
10/26/17	32612 Chapel Rd.	2.04	1,421	1981	2	1	114,000$	80.23$
5/10/20	33515 S. Stanly School Rd.	14.46	1,008	1959	2	1	117,000$	116.07$
1/17/19	12028 NC Hwy 138	1.06	1,860	1947	3	2	160,000$	86.02$
4/16/19	12018 NC Hwy 138	0.95	1,501	1949	3	1	149,000$	99.27$
6/18/18	11636 NC Hwy 138	0.68	1,709	1945	3	1	115,000$	67.29$
6/16/19	12273 Old Aquadale Rd.	1.2	1,865	1965	3	1.5	170,000$	91.15$

Matched Pair Analysis

without a tower. We include additional market data as background for the paired sales analyses.

474 Long Road This tower has a height of 180 feet. As with the surrounding developments for the other towers selected for comparison in this study, the land uses in the area are primarily agricultural. The low-density residential developments include homes constructed over a wide time span including some estate style homes. The market data for single family dwellings are summarized in the following chart.

The analysis of these sales as well as other sales presented later in this section includes several factors including but not necessarily limited to size, age, and lot size. The most compelling market data is the consistency in the prices paid per square foot for the highlighted properties. The comparison of the data shows some offsetting characteristics but does provide evidence that the cell tower located along Long Road does not injure property values in the area.

Address	Sale Date	Sales Price	Year Built	SF	Acres	$/SF
46 SURRY	5/25/2005	$68,000	1986	1,152	2.34	59.03$
121 SURRY	10/29/2007	$93,000	1978	1,443	1	64.45$
285 JUNE	5/15/2009	$41,000	2000	1,632	1	25.12$
992 LONG RD	8/20/2007	$57,500	1978	972	1	59.16$
867 LONG RD	11/5/2009	$27,000	1962	800	1.52	33.75$
719 LONG RD	6/8/2015	$87,000	1989	1,437	4.37	60.54$
1148 LONG RD	8/14/2015	$227,500	2005	2,029	1.8	112.12$

SFD SALES

The second data set is for land sales found in the area. The highlighted properties are for residential lots consistent with the low-density development patterns in the neighborhood.

Contrary to the market data for single family dwellings, the most compelling information from this data set is the price point for the residential lots. The size of the lots is the most influential factor on price point. Again, the market data indicates that the tower has not impeded demand for land along the Long Road corridor nor has it injured land values in the area.

7746 E Hwy 211 This tower has a height of 300-feet. I have applied the same methodology with the previous analyses and segregated the data into single family dwellings and vacant land. The sales for single family dwellings are summarized in the following chart.

Address	Sale Date	Sales Price	Acres	$/Acre
181 TROY DR	6/11/2010	$150,000	19.63	7,641$
WILKES RD	5/1/2013	$20,000	7.39	2,706$
859 LONG RD	8/22/2012	$15,000	1.24	12,097$
OFF LONG RD	3/24/2015	$22,000	3.43	6,414$

LAND SALES

Address	Sale Date	Sales Price	Year Built	SF	Acres	$/SF
913 HARRIS RD	1/31/2017	$65,000	2005	1,443	1	45.05$
4642 OLD ALLENTON	12/7/2015	$64,000	1950	912	1	70.18$
146 BEAR BAY	11/13/2014	$48,000	1980	1,456	2.69	32.97$
877 OLD ALLENTON	6/25/2013	$46,500	1969	1,506	1.5	30.88$
9697 NC 211	6/26/2012	$61,000	1955	1,170	1.24	52.14$
8355 E NC HWY 211	6/3/2015	$75,000	1988	1,152	4.22	65.10$

SFD SALES

The physical variance in this data set would require a higher level of adjustment. Notwithstanding this fact, the sales along the 211 corridor provide a similar price point and price paid per square foot. The offsetting nature of the variances is reflected in the similar price point for the majority of sales with the property closest to the tower having the highest price point. The analysis of this data set provides further evidence to our conclusion.

The following chart provides a summary of land sales for the area. Again, applying the same methodology as the previous analyses.

The best matched pair in this data set is from the sales of two mobile home lots. While the price point was higher for the sale on Harris Road, the price per acre was higher for the lot on Highway 211. This indicates that size was a significant factor in the price paid. The size variance would be the most significant factor. The only other sale found lies on the lower end of the range of the data set, which is considered reasonable given its physical characteristics including some areas that appear to be undevelopable.

Address	Sale Date	Sales Price	Acres	$/Acre
NC HWY 211	12/17/2014	$17,500	0.59	29,661$
699 BAY BEAR	6/18/2015	$17,000	8.13	2,091$
HARRIS RD	5/14/2015	$8,500	1	8,500$
HARRIS RD	8/17/2015	$9,000	1.27	7,087$
3 PITTMAN	4/4/2014	$250,000	93.22	2,682$
WILKES	5/1/2013	$20,000	7.39	2,706$
481 HARRIS RD	2/8/2013	$25,500	0.92	27,717$
538 DERWOOD	9/17/2012	$45,000	17.74	2,537$
DERWOOD	7/19/2012	$80,000	24.84	3,221$
PITTMAN	5/21/2012	$15,000	14.08	1,065$

LAND SALES

Kinlaw Road The land sales in the area provide the most compelling evidence in the neighborhood for this tower. The following chart provides a summary of land sales in the area.

The sale closest to the tower sold for the highest price per acre. Again, the market data for land around this cell tower indicates that the tower does not injure the prices paid for land in the neighborhood.

The following is a summary of single-family dwelling sales found in the neighborhood.

Address	Sale Date	Sales Price	Acres	$/Acre
HOWELL RD	5/25/2012	$98,000	47	2,085$
TARHEEL RD	12/12/2012	$13,000	3.37	3,858$
346 BARNHILL	9/3/2013	$28,500	8	3,563$
5168 TARHEEL	1/3/2014	$30,000	9.15	3,279$
KINLAW RD	9/4/2014	$27,000	6.87	3,930$

LAND SALES

Address	Sale Date	Sales Price	Year Built	SF	Acres	$/SF
88 BARNHILL	4/30/2012	$76,000	1995	1,458	2.01	52.13$
6876 HOWELL	5/22/2012	$55,000	1988	1,344	1.98	40.92$
7889 HOWELL	12/17/2012	$37,500	1950	1,454	1.86	19.23$
5168 TARHEEL	5/9/2013	$125,000	1958	1,980	5	63.84$
6225 HOWELL	8/10/2016	$200,000	1999	2,837	1.01	100.05$
6257 HOWELL	2/10/2017	$225,000	2007	3,303	1	112.11$
306 TARHEEL	10/17/2013	$177,500	1953	3,087	5.03	90.89$
3647 TARHEEL	9/5/2014	$46,000	1992	1,296	0.92	23.09$
5478 TARHEEL	10/3/2014	$125,000	2002	1,920	8.4	62.44$
8191 HOWELL	11/10/2014	$71,000	1980	1,032	1.02	35.86$
470 KINLAW RD	12/31/2014	$42,500	1982	1,338	1.5	21.44$
KINLAW RD	6/15/2015	$73,500	1962	1,485	0.89	37.46$

SFD SALES

The review of sales of single-family dwellings reveals that age and condition of the improvements is the most significant factor in the prices paid. Development in the area is sparse and supply side pressures in the market and low number of transactions indicates that the neighborhood is in the stable phase of its economic development. This is similar to the subject's neighborhood. The sales price paid for the properties along the corridor of the tower and other corridors is consistent.

Davidson Drive This tower is in Bladen County. The surrounding developments are comparable to the subject and is included in this analysis. The tower is located off Davidson Drive. The single-family dwelling sales in the neighborhood were insufficient quantity (two sales found), to provide a credible analysis. However, the sales of land as shown on the following chart provide a reflection of the market. The following chart is a summary of the sales. Note the two first sales in the chart are for mobile home lots.

The land sales for lots near the tower are consistent with other lot sales found with no visual influence from the tower. The two lots highlighted in yellow reflect the upper end of the range for vacant land. The market data indicates that development near the tower has not influenced the normal course of development for the immediate area. Further, the market data indicates that buyers are paying similar prices for lots within the visual sphere of influence of a cell tower.

Other Considerations Other potential impacts to the surrounding area include noise, traffic and lighting. The operation of a cell tower is essentially silent and would not influence the surrounding developments. The additional traffic caused by the proposed development is nominal and would likely occur for routine maintenance. Any increases in traffic do not impact the contiguous properties.

Conclusions The sparse market activity and towers in this portion of Moore County indicates that the market is stable. The mixture of land uses are likely to continue for the foreseeable future. These uses are not impeded by the development of a cell tower. The results of studies including those included in this report show consistency between prices paid for land and single-family dwellings in rural areas where cell towers are present. Therefore, I conclude that the proposed development of a cell tower will not be a detriment to property values in the area.

Subject Neighborhood In addition to the market activity for existing towers, we also consider the surrounding developments for the subject. The question posed for this study is “would the development of the

Address	Sale Date	Sales Price	Acres	$/Acre
2392 GUYTON	7/19/2012	$10,000	1	10,000$
300 GASTON DR	2/23/2015	$19,000	1.7	11,176$
MASSEY RD	10/16/2012	$25,000	15.35	1,629$
GUYTON ROAD	5/31/2013	$9,000	0.98	9,184$
GUYTON RD	10/18/2013	$20,000	5.57	3,591$
MASSEY RD	12/3/2013	$6,000	0.9	6,667$
MASSEY RD	4/23/2014	$31,500	12.37	2,546$
1023 STORMS RD	3/20/2015	$9,000	2	4,500$
303 GASTON DR	8/29/2015	$11,000	0.89	12,360$

LAND SALES

telecommunications support structure warrant a downward adjustment to adjacent properties?”

When considering an adjustment in an appraisal, the appraiser must consider all factors that could contribute to an adjustment. The aesthetics and location of the proposed development as well as the existing developments are a factor in developing our opinion. The factors considered in developing our opinion include but are not necessarily limited to:

The market has not shown a detrimental impact on development patterns in areas with visual influence from a tower.

The existing infrastructure along Farm Life School Road includes above ground electrical lines that pose a higher level of visual impact than the proposed tower despite its proposed height.

The siting of the proposed tower in conjunction with the vegetative buffer will obscure most if not all of the tower from nearby properties.

All these factors would contribute to the aesthetic appeal and a hypothetical valuation of properties in the neighborhood. The multitude of factors would indicate that multicollinearity for aesthetics exists for properties contiguous to the subject. Multicollinearity arises when multiple items correlate with each other. The multiple factors can cause a distortion of the impact of any of the factors individually without consideration for all the factors that contribute to the common issue.

In the case of the proposed development, all the residentially zoned properties include significant tree cover between the proposed tower and their respective improvements. To attribute any adjustment to the proposed development would be misleading and not result in a credible adjustment. In other words, any adjustment for the development of a tower on a nearby property without consideration of the numerous other aesthetic influences would not be credible.

The proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. The development of telecommunications towers especially near schools is common even in rural areas. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location, existing vegetative buffer, and existing external influences.

ADDITIONAL DATA

Based on our discussions with our client, we have included additional examples of quantitative analysis performed for a variety of surrounding developments. While these developments are not consistent with the proposed tower detailed earlier, they are provided to assist Moore County officials for future reference.

The first example if for an industrial development in a rural area of Davidson County. It is rare to find an example for an industrial property because of the influence of other external factors. The following provides a summary of the quantitative analysis.

The analysis of the sales includes the prices paid per square foot and a comparative analysis between the sales price and the assessed value. The following chart provides a composite of the data provided in the previous chart.

The sale of the property adjacent to the tower was well above the average price paid per square foot. While we recognize

Parcel ID	Address	Sale Date	Size (SF)	Acres	Assessed Value	% of Assessed Value	Sales Price	Price/SF
0601800000058	6055 NC HWY 8	Dec 13 2021	9,460	1.49	222,480$	207%	460,000$	48.63$
300700000049	10370 N NC HWY 150	Jun 20 2019	10,000	1.5	456,030$	77%	350,000$	35.00$
03011J0000003	213 INDUSTRIAL DR	Dec 10 2021	6,250	2.57	249,980$	191%	1,200,000$	73.28$
03011J0000004	205 INDUSTRIAL DR		10,125		378,800$			
0401500000079	2278 WILSON RD	Jun 26 2020	10,800	2.52	129,630$	66%	85,000$	7.87$
06003A0000153A	121 CEDAR LANE DR	Nov 22 2019	15,728	2.34	350,750$	114%	400,000$	25.43$
0701100000027	187 VALLEY MINE RD	Sep 22 2020	6,040	2.04	89,440$	78%	70,000$	11.59$
0703800000023A	296 STURDIVANT RD	Nov 19 2021	13,040	3.08	201,610$	79%	160,000$	12.27$
0704200000008C	157 HARVEST LN	Apr 30 2019	12,000	2.27	273,060$	101%	275,000$	22.92$
0705500120019B	265 W FINCH AVE	Sep 17 2019	10,292	2.77	91,600$	57%	52,500$	5.10$
0705500120019B	265 W FINCH AVE	Sep 23 2020	10,292	2.77	91,600$	98%	90,000$	8.74$
11096000L0025	W 5TH AVE	Jan 26 2022	7,650	1.09	321,710$	101%	325,000$	42.48$
1110000050001	405 MARKET ST	Nov 20 2019	8,000	1.02	361,070$	86%	310,000$	38.75$
11308E0000022	175 HINKLE LN	Dec 1 2021	14,586	2.5	244,300$	131%	320,000$	21.94$
1131700000054	4031 OLD US HWY 52	Sep 11 2019	15,400	1.68	276,010$	118%	325,000$	21.10$
1131700000069	4058 OLD US HWY 52	Jan 19 2022	14,600	3.46	465,940$	130%	605,500$	41.47$
11317E0000007	794 AMERICAN WAY	Jan 25 2021	12,000	4.57	655,990$	119%	780,000$	65.00$
1132700000014	380 LEONARD RD	Jan 26 2021	6,048	3.00	184,530$	104%	192,500$	31.83$
11333B0000019	1120 PIEDMONT DR	Mar 7 2019	18,260	2.76	582,600$	60%	350,000$	19.17$
11350E0000004	100 LEXINGTON PKWY	Mar 18 2020	12,000	2.77	841,540$	93%	780,000$	65.00$

1300500000033 155 LEISURE TIME LN Apr 29 2019 7,200 1.1 205,100$ 59%120,000$
16.67$
1600200000020 704 PINEYWOOD RD Nov 24 2021 11,855 0.60 326,060$
110%359,000$ 30.28$
16103000A0005B 115 CHARLES ST Jun 30 2020 10,000 1.28 199,210$ 98%195,000$
19.50$
16116000B0019 215 RANDOLPH ST Sep 19 2019 8,100 1.9 298,260$ 31%93,500$
11.54$
16116000B0019 215 RANDOLPH ST Mar 4 2020 8,100 1.9 298,260$ 33%99,500$
12.28$
16152000H0009 105 JULIAN AVE Oct 25 2019 13,504 1.59 286,750$ 22%63,500$ 4.70$
1631200000073A 1551 NATIONAL HWY May 21 2019 10,400 1.42 380,390$ 58%350,000$
22.29$
1631200000073D 1555 NATIONAL HWY 5,304 2.11 218,300$
1631200000000 104-110 TRANSIT AVE Feb 3 2021 15,941 1.4 291,950$ 106%310,000$
19.45$
16312E0000012 125 TRANSIT AVE Mar 20 2019 11,250 4.28 317,960$ 88%280,000$
24.89$
1631300000004C 13 N ROBBINS ST Dec 31 2019 20,000 4.74 525,070$ 119%625,000$
31.25$
1631300000004C 13 N ROBBINS ST Feb 7 2022 20,000 4.74 525,070$ 143%750,000$
37.50$
16313C0000120 4 N ROBBINS ST Nov 4 2021 8,160 0.77 291,560$ 110%320,000$
39.22$
16313K0000002A 7 STANLEY AVE Dec 20 2019 12,900 1.12 211,790$ 102%217,000$
16.82$
16313K0000006 5005 BALL PARK RD Oct 4 2021 5,000 0.66 279,660$
105%295,000$ 59.00$
1632300000034B 1115 UNITY ST Jan 14 2022 10,000 2.4 168,530$ 470%792,000$ 79.20$
16323N0000011 105 TODD CT May 13 2019 5,870 0.62 267,850$ 84%225,000$ 38.33$
16323N0000011 105 TODD CT Nov 19 2021 5,870 0.62 267,850$ 99%265,000$ 45.14$
1633500000003E 1416 UNITY ST Mar 28 2019 6,000 2.49 193,070$ 104%200,000$
33.33$
16335B0000023 107 SUNRISE CENTER DR Jan 19 2022 19,996 1.59 513,770$ 131%675,000$
33.76$
16335C0000030 130 SUNRISE CENTER DR Sep 30 2019 18,000 2.5 550,940$ 86%475,000$
26.39$
1633600000036D 4 REGENCY INDUSTRIAL BV Jul 27 2020 6,000 1 361,800$ 100%363,000$
60.50$
1634100000021 116 BUD KANOY RD Nov 12 2021 12,600 4.4 240,350$ 104%250,000$
19.84$
16351A0000003 194 COMMERCIAL PARK DR Apr 13 2021 9,800 1.39 195,560$ 120%235,000$
23.98$
16351C0000012 360 COMMERCIAL PARK DR Oct 28 2021 12,800 3.11 487,710$
182%886,000$ 69.22$

Industrial Market Data Summary

	Price/SF	% of Assessed Value
Parcel	48.63$	207%
Minimum	4.70$	22%
Maximum	79.20$	470%
Average	31.92$	109%

Summary

there are a variety of physical characteristics in the prices paid, the market provides no empirical evidence that the presence of the cell tower was an adverse characteristic.

The second analysis of the data is the comparison to the assessed value of the properties sold. While assessed values are not used in the valuation of an individual property, one of the cannons of an assessment is to be equitable amongst property types. The sale of the property adjacent to the tower was twice the assessed value. The analysis provides evidence that the cell tower was not an adverse characteristic when using the assessed values as a guideline.

Residential Subdivisions The following examples are provided for traditional subdivisions. The intent of all the quantitative analyses is to isolate the impact if any of the visual impact from the tower. Again, we provide these examples at the request of our client and the benefit of Moore County officials.

The first data set is from a subdivision located off Carolina Beach Road called Cypress Village in New Hanover County. This subdivision is in the construction phase. The following provides an aerial and a PLAT of this development. The tower, which was constructed in 1999 is located on the adjacent property.

The data for the subdivision is limited as only six homes have sold. The six sales closed since March 2021. Two of these properties were closest to the tower. The sales closest to the tower were in the middle of the range of the data set. While the quantity of data is limited, the sales prices do not reflect a diminution in value based on the proximity and visual impact of the tower. Further research of this subdivision showed consistency in the price paid for the lots. The third factor extracted is the fact that a developer was attracted to the site knowing the visual influence of the tower. The market data and activity provide evidence that the tower does not present an adverse impact on property values.

The next example is located on Woodpark Drive in High Point, North Carolina. The surrounding developments are townhomes that provide adequate quantity of data to develop an opinion of whether this tower influences value. The townhomes in the development have varying levels of visual influence from the tower. The sales highlighted in yellow have the highest level of visual influence from the tower as the tower is in view of their front door.

The sales directly across the street from the tower, shown in yellow, do not show any influence from the tower. In fact, one sale across the street is the highest priced sale found within the past several years. This data provides evidence that the

ID	Address	Size SF	Bedrooms	Bathrooms	Sale Price	Price/Sq. Ft.	Sale Date	Deed Book Page
196643	7836 WOODPARK DR	1,264	3	2	$100,000	$79.11	7/5/2018	8065-0590
196633	7820 WOODPARK DR	1,266	3	2	$137,000	$108.21	7/27/2016	7837-2933
196634	7822 WOODPARK DR	1,266	3	2	$122,000	$96.37	5/28/2015	7704-3038
196637	7828 WOODPARK DR	1,266	3	2	$114,000	$90.05	8/22/2014	7626-0825
196644	7846 WOODPARK DR	1,264	3	2	$135,000	$106.80	10/5/2017	7982-1602
196645	7844 WOODPARK DR	1,152	2	2	$98,000	$85.07	7/23/2014	7617-0256
196645	7844 WOODPARK DR	1,152	2	2	$104,500	$90.71	8/12/2016	7844-0746
196652	7871 WOODPARK DR	1,264	3	2	$115,000	$90.98	10/14/2014	7641-1701
196656	7859 WOODPARK DR	1,264	3	2	$125,000	$98.89	4/13/2017	7923-1098
196658	7855 WOODPARK DR	1,264	3	2	$106,000	$83.86	5/14/2015	7700-2575

Castle Pines at Hickswood Townhomes

visual influence from the tower has no influence on prices paid.

The next example is from a subdivision in Cornelius, North Carolina. Victoria Bay is a waterfront community. This development is adjacent to Lake Norman. This subdivision includes some homes with frontage on the water. We have excluded these sales to assist in isolating the influence of the tower if any. The following chart provides a summary of the sales. The sales highlighted in yellow have visual influence from the tower. The sales highlighted in green are for a resale of the same property.

The sales shown have an average price per square foot of $132.11. Three of the four sales with visual influence from the tower are above the average. Six of the sales in the data set were of the same model. Three of the sales have visual influence from the tower. The prices paid per square foot are comparable. The indication from the market is that the visual impact from the tower does not adversely impact property values in Victoria Bay.

The next tower with adequate data is a lattice tower located at 2517 Providence Road in Weddington, North Carolina. This tower as shown on the photograph poses a significantly higher visual impact on the subdivision to the north, Inverness at Providence Road. The following chart provides a summary of market data for homes in the subdivision. The sales highlighted in yellow have significant visual impact from the tower. The sales highlighted in green are resales of the same property to reflect the appreciating market.

Parcel #	Street Address	Sales Date	Size (SF)	$/SF	Sales Price
003-381-44	19911 Marina Village Dr.	April 13, 2018	1,620	138.27$	224,000$
003-381-40	18505 Victoria Bay Dr.	November 13, 2018	1,620	155.86$	252,500$
003-381-30	18526 Victoria Bay Dr.	July 1, 2020	2,219	145.11$	322,000$
003-381-62	18611 Victoria Bay Dr.	November 16, 2018	1,620	146.91$	238,000$
003-381-65	18623 Victoria Bay Dr.	February 28, 2018	1,620	139.51$	226,000$
003-381-66	18627 Victoria Bay Dr.	October 18, 2018	1,620	151.23$	245,000$
003-381-25	18624 Victoria Bay Dr.	November 20, 2018	2,052	119.40$	245,000$
003-381-14	20030 Coral Cove Ct.	January 11, 2018	1,620	134.57$	218,000$
003-382-02	18122 Bluff Inlet Rd.	June 19, 2020	2,071	153.31$	317,500$
003-195-09	18111 Bluff Inlet Rd.	May 18, 2018	2,052	121.83$	250,000$
003-195-06	18021 Bluff Inlet Rd.	July 16, 2018	2,012	136.68$	275,000$
003-195-01	18001 Bluff Inlet Rd.	April 17, 2020	1,645	151.98$	250,000$
003-196-23	20815 Brinkley St.	June 17, 2020	2,610	128.35$	335,000$
003-196-12	18208 Harbor Mist Rd.	February 23, 2018	2,709	108.90$	295,000$
003-196-12	18208 Harbor Mist Rd.	August 3, 2018	2,709	124.03$	336,000$
003-196-36	20933 Brinkley St.	September 7, 2018	2,528	128.56$	325,000$
003-194-57	20102 Beard St.	August 21, 2020	2,386	155.07$	370,000$
003-195-59	20115 Beard St.	September 4, 2018	2,263	124.61$	282,000$
003-194-51	20914 Brinkley St.	December 27, 2018	2,609	109.62$	286,000$
003-194-25	18307 Victoria Bay Dr.	February 21, 2018	2,332	125.21$	292,000$
003-194-26	18311 Victoria Bay Dr.	September 21, 2018	2,582	114.25$	295,000$
003-194-25	18327 Victoria Bay Dr.	January 24, 2018	2,609	105.40$	275,000$
003-194-34	18409 Victoria Bay Dr.	August 13, 2018	2,655	119.77$	318,000$

Victoria Bay

The most significant factor in the analysis of the data is the date of sale. The housing shortage has shown a spike in prices paid. The price point for these homes averages approximately $500,000. The sales prices for the houses with visual influence from the tower range from $448,000 to $553,500 which is consistent with the sales of homes without a visual influence despite their older sale date. The price per square foot for the impacted houses ranges from $115.11 to $141.45 per square foot. Again, the rates bookend the median and averages for the neighborhood. The indication from the

Parcel Number Book & Page Acreage Address Sale Amount Sale Date Year Built SF $/SF Parcel Number Book & Page Acreage Address Sale Amount Sale Date Year Built SF $/SF

6159379 7154 747 0.32 104 SOMERLED WAY 508,500$ 5/11/2018 2018 3,479 146.16$ 6159445 7736 0391 0.36 309 SOMERLED WAY 525,000$ 7/15/2020 2016 3,893 134.86$

6159380 7145 188 0.37 108 SOMERLED WAY 471,000$ 4/27/2018 2017 3,859 122.05$ 6159446 6781 278 0.38 313 SOMERLED WAY 557,000$ 9/28/2016 2016 4,339 128.37$ 6159381 7146 402 0.4 112 SOMERLED WAY 438,500$ 4/30/2018 2017 3,248 135.01$ 6159447 7120 362 0.32 317 SOMERLED WAY 534,500$ 3/19/2018 2017 4,291 124.56$ 6159382 7172 333 0.4 113 SOMERLED WAY 559,000$ 6/8/2018 2015 3,921 142.57$ 6159448 7225 798 0.25 321 SOMERLED WAY 490,000$ 8/29/2018 2018 3,788 129.36$

6159383 7219 178 0.24 117 SOMERLED WAY 520,000$ 8/20/2018 2015 3,243 160.35$ 6159449 7244 446 0.25 325 SOMERLED WAY 472,500$ 10/1/2018 2018 4,225 111.83$

6159384 7244 560 0.24 121 SOMERLED WAY 514,000$ 10/1/2018 2018 4,354 118.05$ 6159450 7536 0594 0.25 329 SOMERLED WAY 542,500$ 12/10/2019 2016 3,824 141.87$ 6159385 7942 0230 0.24 125 SOMERLED WAY 550,000$ 1/4/2021 2018 3,248 169.33$ 6159451 6967 230 0.25 333 SOMERLED WAY 540,000$ 7/5/2017 2016 4,556 118.53$

6159386 6719 319 0.26 129 SOMERLED WAY 503,500$ 7/12/2016 2015 3,921 128.41$ 6159452 7219 017 0.27 337 SOMERLED WAY 455,000$ 8/17/2018 2018 3,248 140.09$

6159387 6546 130 0.27 201 SOMERLED WAY 486,000$ 10/12/2015 2015 3,942 123.29$ 6159453 7147 488 0.32 341 SOMERLED WAY 483,000$ 5/1/2018 2017 3,892 124.10$

6159388 6699 852 0.25 205 SOMERLED WAY 453,000$ 6/16/2016 2016 3,245 139.60$ 6159454 7144 410 0.33 345 SOMERLED WAY 491,500$ 4/26/2018 2017 3,248 151.32$

6159389 6822 104 0.25 209 SOMERLED WAY 491,000$ 11/18/2016 2015 3,900 125.90$ 6159455 7684 0116 0.32 349 SOMERLED WAY 525,000$ 5/29/2020 2016 3,415 153.73$ 6159390 6825 072 0.25 213 SOMERLED WAY 471,000$ 11/22/2016 2015 3,756 125.40$ 6159458 6885 265 0.353 105 BARCLAY DR 467,000$ 3/1/2017 2016 3,646 128.09$

6159391 6633 228 0.3 217 SOMERLED WAY 478,000$ 3/16/2016 2015 3,868 123.58$ 6159459 6880 725 0.342 109 BARCLAY DR 528,500$ 2/22/2017 2016 3,173 166.56$

6159392 6950 743 0.242 317 BARCLAY DR 668,500$ 6/12/2017 2016 6,507 102.74$ 6159460 6940 081 0.317 113 BARCLAY DR 518,000$ 5/26/2017 2017 4,291 120.72$

6159393 6851 790 0.27 321 BARCLAY DR 502,500$ 12/29/2016 2016 3,897 128.95$ 6159461 7047 708 0.358 117 BARCLAY DR 417,500$ 11/3/2017 2017 3,160 132.12$

6159394 6645 149 0.35 325 BARCLAY DR 495,500$ 4/1/2016 2015 3,892 127.31$ 6159462 6920 777 0.305 121 BARCLAY DR 571,000$ 4/27/2017 2017 4,775 119.58$

6159396 6670 745 0.23 333 BARCLAY DR 491,500$ 5/9/2016 2016 3,892 126.28$ 6159463 7429 307 0.25 125 BARCLAY DR 588,000$ 7/31/2019 2018 3,892 151.08$

6159397 6712 081 0.23 337 BARCLAY DR 391,500$ 6/30/2016 2016 3,180 123.11$ 6159463 7224 607 0.25 125 BARCLAY DR 572,000$ 8/28/2018 2018 3,892 146.97$

6159398 6823 029 0.28 341 BARCLAY DR 458,500$ 11/18/2016 2016 3,186 143.91$ 6159464 7122 746 0.271 129 BARCLAY DR 526,500$ 3/22/2018 2017 5,874 89.63$

6159399 7086 853 0.29 2905 MERRYVALE WAY 545,000$ 1/12/2018 2016 4,222 129.09$ 6159466 7488 0001 0.274 137 BARCLAY DR 570,000$ 10/11/2019 2017 4,560 125.00$

6159400 6846 365 0.29 2909 MERRYVALE WAY 538,000$ 12/21/2016 2016 4,434 121.34$ 6159467 6921 598 0.274 141 BARCLAY DR 452,000$ 4/28/2017 2017 3,426 131.93$

6159401 6659 509 0.31 2913 MERRYVALE WAY 459,000$ 4/25/2016 2016 3,245 141.45$ 6159468 7397 0704 0.25 145 BARCLAY DR 521,000$ 6/21/2019 2017 3,763 138.45$

6159402 6655 785 0.38 2917 MERRYVALE WAY 507,000$ 4/19/2016 2015 3,868 131.08$ 6159469 7032 212 0.25 149 BARCLAY DR 458,000$ 10/11/2017 2017 3,167 144.62$ 6159403 6782 657 0.39 2920 MERRYVALE WAY 553,500$ 9/29/2016 2016 4,339 127.56$ 6159470 7223 321 0.25 153 BARCLAY DR 486,500$ 8/24/2018 2018 4,260 114.20$ 6159404 6853 642 0.36 2916 MERRYVALE WAY 545,000$ 12/30/2016 2016 4,516 120.68$ 6159471 7244 507 0.25 157 BARCLAY DR 545,500$ 10/1/2018 2018 4,310 126.57$

6159405 6640 381 0.28 2912 MERRYVALE WAY 452,000$ 3/28/2016 2015 3,884 116.37$ 6159472 7243 553 0.25 161 BARCLAY DR 469,500$ 9/28/2018 2018 3,666 128.07$

6159406 6590 757 0.29 2908 MERRYVALE WAY 452,500$ 12/28/2015 2015 3,909 115.76$ 6159473 7237 611 0.25 165 BARCLAY DR 468,000$ 9/20/2018 2018 3,889 120.34$

6159407 6591 307 0.29 2904 MERRYVALE WAY 448,000$ 12/28/2015 2015 3,892 115.11$ 6159474 7177 736 0.25 169 BARCLAY DR 511,500$ 6/18/2018 2018 3,822 133.83$ 6159408 6591 474 0.33 2900 MERRYVALE WAY 451,000$ 12/29/2015 2015 3,868 116.60$ 6159475 7237 408 0.25 173 BARCLAY DR 480,000$ 9/20/2018 2018 3,892 123.33$

6159409 6690 738 0.29 2808 MERRYVALE WAY 419,000$ 6/3/2016 2016 3,245 129.12$ 6159476 7778 110 0.25 177 BARCLAY DR 530,000$ 8/19/2020 2018 3,559 148.92$

6159410 6643 595 0.32 2804 MERRYVALE WAY 513,000$ 3/31/2016 2015 3,756 136.58$ 6159476 7235 595 0.25 177 BARCLAY DR 489,000$ 9/18/2018 2018 3,559 137.40$

6159411 7150 630 0.25 120 SOMERLED WAY 456,000$ 5/4/2018 2017 3,559 128.13$ 6159477 7775 473 0.298 181 BARCLAY DR 585,000$ 8/17/2020 2018 3,788 154.44$

6159412 6688 409 0.24 124 SOMERLED WAY 432,000$ 6/1/2016 2015 3,106 139.09$ 6159477 7227 402 0.298 181 BARCLAY DR 529,500$ 8/31/2018 2018 3,788 139.78$

6159413 7273 540 0.29 128 SOMERLED WAY 505,000$ 11/26/2018 2015 3,892 129.75$ 6159478 7243 069 0.287 185 BARCLAY DR 430,000$ 9/28/2018 2018 3,248 132.39$ 6159414 6959 391 0.28 200 SOMERLED WAY 459,000$ 6/26/2017 2017 3,701 124.02$ 6159479 7202 403 0.287 189 BARCLAY DR 534,000$ 7/24/2018 2018 3,274 163.10$

6159415 6608 661 0.25 204 SOMERLED WAY 419,000$ 2/1/2016 2015 3,868 108.32$ 6159480 7437 393 0.287 193 BARCLAY DR 549,000$ 8/12/2019 2017 3,592 152.84$

6159416 6731 757 0.25 208 SOMERLED WAY 467,500$ 7/28/2016 2016 3,890 120.18$ 6159480 7110 539 0.287 193 BARCLAY DR 520,000$ 2/28/2018 2017 3,592 144.77$

6159417 6757 188 0.25 212 SOMERLED WAY 456,500$ 8/30/2016 2016 3,881 117.62$ 6159481 7077 103

0.287 197 BARCLAY DR 621,500$ 12/22/2017 2017 6,158 100.93$
6159419 7045 313 0.3 220 SOMERLED WAY 460,000$ 10/31/2017 2016 3,173 144.97$ 6159482 7917 0532 0.295 201 BARCLAY DR 530,000$ 12/11/2020 2017 3,260 162.58$
6159420 6868 158 0.27 328 BARCLAY DR 529,500$ 1/31/2017 2016 4,340 122.00$ 6159483 7040 873 0.29 205 BARCLAY DR 462,000$ 10/25/2017 2017 3,900 118.46$
6159421 6971 136 0.25 332 BARCLAY DR 466,000$ 7/12/2017 2017 3,833 121.58$ 6159484 7079 604 0.267 209 BARCLAY DR 521,000$ 12/29/2017 2017 3,806 136.89$
6159422 7204 509 0.25 336 BARCLAY DR 530,000$ 7/27/2018 2016 4,339 122.15$ 6159485 7042 866 0.283 213 BARCLAY DR 430,500$ 10/27/2017 2017 3,173 135.68$
6159423 6725 875 0.42 340 BARCLAY DR 533,000$ 7/21/2016 2016 3,892 136.95$ 6159486 7003 282 0.371 200 BARCLAY DR 558,500$ 8/28/2017 2017 4,531 123.26$
6159424 7242 439 0.33 301 SOMERLED WAY 500,000$ 9/27/2018 2016 4,310 116.01$ 6159487 6959 514 0.324 188 BARCLAY DR 488,500$ 6/26/2017 2017 3,911 124.90$
6159425 6842 058 0.32 305 SOMERLED WAY 433,500$ 12/16/2016 2016 3,173 136.62$ 6159488 6985 188 0.333 180 BARCLAY DR 552,000$ 7/31/2017 2017 4,541 121.56$
6159433 7224 094 0.3 301 BARCLAY DR 455,500$ 8/27/2018 2018 3,479 130.93$ 6159489 7091 878 0.254 172 BARCLAY DR 495,500$ 1/24/2018 2017 3,274 151.34$ 6159434 6825 757 0.27 305 BARCLAY DR 644,500$ 11/22/2016 2016 5,830 110.55$ 6159490 7205 416 0.25 168 BARCLAY DR 503,500$ 7/30/2018 2018 4,310 116.82$ 6159435 6825 096 0.28 309 BARCLAY DR 632,000$ 11/22/2016 2016 5,954 106.15$ 6159491 7066 746 0.25 164 BARCLAY DR 482,000$ 12/7/2017 2017 4,211 114.46$
6159436 6744 188 0.33 313 BARCLAY DR 534,500$ 8/15/2016 2016 3,868 138.19$ 6159492 7073 062 0.25 160 BARCLAY DR 477,500$ 12/18/2017 2017 3,912 122.06$
6159437 7147 247 0.28 308 SOMERLED WAY 464,500$ 4/30/2018 2016 3,879 119.75$ 6159493 7546 349 0.25 156 BARCLAY DR 521,000$ 12/20/2019 2017 3,248 160.41$
6159438 6660 854 0.25 316 SOMERLED WAY 465,500$ 4/26/2016 2016 3,890 119.67$ 6159493 7140 614 0.25 156 BARCLAY DR 514,500$ 4/20/2018 2017 3,248 158.41$ 6159439 6693 863 0.24 320 SOMERLED WAY 448,000$ 6/8/2016 2016 3,868 115.82$ 6159494 6982 514 0.25 152 BARCLAY DR 506,000$ 7/27/2017 2017 4,566 110.82$
6159440 7232 454 0.24 324 SOMERLED WAY 533,000$ 9/10/2018 2016 3,756 141.91$ 6159495 7139 083 0.25 148 BARCLAY DR 470,000$ 4/18/2018 2017 3,883 121.04$
6159441 6693 353 0.24 328 SOMERLED WAY 495,000$ 6/8/2016 2016 3,408 145.25$ 6159496 7067 001 0.25 144 BARCLAY DR 500,000$ 12/7/2017 2017 4,311 115.98$
6159442 6653 116 0.24 332 SOMERLED WAY 452,500$ 4/14/2016 2015 3,890 116.32$ 6159497 6885 172 0.307 140 BARCLAY DR 473,000$ 2/28/2017 2016 3,918 120.72$
6159443 6712 158 0.29 340 SOMERLED WAY 456,500$ 7/1/2016 2016 3,245 140.68$ 6159498 7078 310 0.304 132 BARCLAY DR 429,500$ 12/27/2017 2017 3,164 135.75$ 6159444 7833 0099 0.27 348 SOMERLED WAY 595,000$ 10/2/2020 2016 3,196 186.17$ 6159499 6867 900 0.25 124 BARCLAY DR 439,500$ 1/30/2017 2016 3,866 113.68$
6159500 6931 427 0.458 116 BARCLAY DR 581,000$ 5/12/2017 2017 4,331 134.15$
Inverness Subdivision Sales
Size Sale Price $/SF
Minimum 3,106 391,500$ 89.63$
Maximum 6,507 668,500$ 186.17$
Average 3,894 501,287$ 130.65$
Median 3,879 495,500$ 128.09$

Inverness Summary

analysis is that the presence of a cell tower posing a higher level of visual impact with a light did not significantly impact the value of properties.

The Vickery subdivision located in Waxhaw, North Carolina has a cell tower just north of the lots at the terminus of Vickery Drive. This tower has a comparable distance to adjacent improvements. The vegetative buffer is more comparable to the proposed tower. The analysis for those properties closest to the tower are compared to those within the remainder of the subdivision. The following chart provides sales within the subdivision with the properties closest to the tower highlighted in yellow.

For the analysis, we used several units of comparison. The price point for the properties closest to the tower are within the range of the rest of the subdivision. While one sale is on the lower end of the range another is on the upper end of the

Parcel Number
Book &
Page Acreage Address Sale Amount Size SFD (SF) Price/SF Sale Date
Assessed
Value
% of
Assessed
Value Year Built

7075300 6775 248 0.474 1209 VICKERY DR 474,000$ 4,032 117.56$ 9/21/2016 387,500$ 122% 2016
7075301 6775 389 0.584 1215 VICKERY DR 467,000$ 4,224 110.56$ 9/21/2016 398,200$ 117% 2016
7075299 6778 636 0.481 1205 VICKERY DR 447,000$ 3,453 129.45$ 9/26/2016 358,100$ 125% 2016
7075302 6781 324 0.472 1305 VICKERY DR 429,900$ 3,011 142.78$ 9/28/2016 366,300$ 117% 2016
7075308 6782 602 0.486 1416 VICKERY DR 404,000$ 3,427 117.89$ 9/29/2016 344,300$ 117% 2016
7075305 6785 056 0.46 1415 VICKERY DR 438,000$ 3,789 115.60$ 9/30/2016 380,200$ 115% 2016
7075304 6786 509 0.501 1407 VICKERY DR 390,000$ 2,922 133.47$ 10/4/2016 316,900$ 123% 2016
7075315 6800 627 0.608 1300 VICKERY DR 436,500$ 3,073 142.04$ 10/21/2016 340,200$ 128% 2016
7075310 6802 034 0.565 1408 VICKERY DR 495,500$ 4,032 122.89$ 10/24/2016 387,300$ 128% 2016
7075309 6807 378 0.53 1412 VICKERY DR 508,815$ 3,865 131.65$ 10/28/2016 406,700$ 125% 2016
7075303 6807 603 0.466 1401 VICKERY DR 435,000$ 3,571 121.81$ 10/31/2016 362,400$ 120% 2016
7075298 6835 577 0.514 1201 VICKERY DR 480,705$ 3,956 121.51$ 12/7/2016 388,200$ 124% 2016
7075314 6843 242 0.498 1304 VICKERY DR 464,900$ 3,850 120.75$ 12/16/2016 375,900$ 124% 2016
7075307 6843 367 0.466 1423 VICKERY DR 470,000$ 3,672 128.00$ 12/19/2016 362,500$ 130% 2016
7075326 6844 281 0.463 2023 DONOVAN DR 450,500$ 2,922 154.18$ 12/19/2016 324,100$ 139% 2016
7075330 6847 478 0.529 2028 DONOVAN DR 438,500$ 3,642 120.40$ 12/22/2016 355,500$ 123% 2016
7075335 6848 787 0.504 2011 CHALET LN 475,207$ 3,672 129.41$ 12/27/2016 363,700$ 131% 2016
7075331 6848 807 0.473 2024 DONOVAN DR 492,000$ 4,832 101.82$ 12/27/2016 420,500$ 117% 2016
7075332 6851 725 0.461 2018 DONOVAN DR 454,348$ 3,594 126.42$ 12/29/2016 358,800$ 127% 2016
7075312 6851 804 0.542 1402 VICKERY DR 417,000$ 3,037 137.31$ 12/29/2016 338,500$ 123% 2016
7075325 6859 111 0.463 2019 DONOVAN DR 462,500$ 3,037 152.29$ 1/13/2017 338,900$ 136% 2016
7075317 6862 313 0.496 1110 VICKERY DR 448,836$ 3,644 123.17$ 1/19/2017 376,500$ 119% 2016
7075313 6880 472 0.497 1308 VICKERY DR 476,853$ 4,102 116.25$ 2/22/2017 395,100$ 121% 2016
7075350 6882 808 0.483 1004 KARA CT 459,050$ 3,430 133.83$ 2/24/2017 344,000$ 133% 2016
7075311 6883 380 0.513 1406 VICKERY DR 499,900$ 4,240 117.90$ 2/27/2017 406,500$ 123% 2016
7075338 6886 457 0.537 3021 CHALET LN 506,000$ 3,803 133.05$ 3/2/2017 369,800$ 137% 2016
7075337 6891 603 0.531 3015 CHALET LN 442,890$ 3,036 145.88$ 3/10/2017 323,500$ 137% 2016

7075333 6892 523 0.473 2012 DONOVAN DR 494,990$ 3,777 131.05$ 3/13/2017 382,500$ 129% 2016
7075345 6894 492 0.534 3000 CHALET LN 432,000$ 3,109 138.95$ 3/16/2017 336,300$ 128% 2016
7075306 6896 071 0.462 1419 VICKERY DR 455,800$ 3,488 130.68$ 3/20/2017 366,600$ 124% 2016
7075334 6903 497 0.567 2002 DONOVAN DR 469,900$ 3,430 137.00$ 3/30/2017 359,100$ 131% 2016
7075336 6928 229 0.521 3003 CHALET LN 558,582$ 4,258 131.18$ 5/9/2017 403,700$ 138% 2017
7075343 6934 030 0.544 3012 CHALET LN 502,000$ 3,646 137.69$ 5/18/2017 366,500$ 137% 2017
7075348 6943 103 0.473 1016 KARA CT 498,677$ 3,609 138.18$ 5/31/2017 366,200$ 136% 2017
7075344 6948 415 0.56 3008 CHALET LN 512,900$ 4,059 126.36$ 6/8/2017 408,800$ 125% 2016
7075322 6954 471 0.516 2005 DONOVAN DR 512,000$ 3,910 130.95$ 6/16/2017 388,900$ 132% 2017
7075341 6955 571 0.53 3024 CHALET LN 499,900$ 4,085 122.37$ 6/19/2017 395,600$ 126% 2017
7075340 6957 267 0.482 3030 CHALET LN 465,335$ 3,462 134.41$ 6/21/2017 353,700$ 132% 2017
7075349 6961 836 0.492 1010 KARA CT 493,500$ 4,102 120.31$ 6/28/2017 395,100$ 125% 2017
7075297 6961 627 0.509 1109 VICKERY DR 470,049$ 3,413 137.72$ 6/28/2017 358,800$ 131% 2017
7075347 6962 872 0.579 1020 KARA CT 507,500$ 3,885 130.63$ 6/29/2017 371,900$ 136% 2017
7075351 6964 408 0.476 1002 KARA CT 440,000$ 3,528 124.72$ 6/30/2017 353,200$ 125% 2016
7075316 6965 130 0.568 1210 VICKERY DR 449,900$ 3,528 127.52$ 6/30/2017 353,400$ 127% 2016
7075346 6978 225 0.567 1005 KARA CT 528,250$ 3,913 135.00$ 7/21/2017 390,200$ 135% 2017
7075329 7020 463 0.541 2032 DONOVAN DR 457,400$ 3,000 152.47$ 9/22/2017 341,200$ 134% 2017
7075323 7029 563 0.505 2009 DONOVAN DR 469,500$ 3,074 152.73$ 10/6/2017 342,000$ 137% 2017
7075328 7043 656 0.613 2027 DONOVAN DR 513,500$ 3,963 129.57$ 10/30/2017 391,400$ 131%
2017
7075339 7043 673 0.548 3031 CHALET LN 443,000$ 3,074 144.11$ 10/30/2017 333,800$ 133% 2017
7075324 7064 691 0.512 2015 DONOVAN DR 471,085$ 3,609 130.53$ 12/4/2017 353,900$ 133% 2017
7075342 7072 416 0.525 3018 CHALET LN 495,000$ 3,777 131.06$ 12/15/2017 382,300$ 129% 2017
7075327 7133 380 0.467 2025 DONOVAN DR 509,000$ 3,735 136.28$ 4/9/2018 362,500$ 140% 2016

range indicating that the proximity to the cell tower does not influence the price point. We also looked at the price per square foot. Again, the sales in proximity to the tower were consistent with nominal variances with other properties in the subdivision. We also compared the sales prices to the assessed values of the properties. Again, this comparison yielded the same results that the market and prices paid for properties in proximity to the tower were not impacted by the tower.

The next tower found is located southeast of the Prestwick subdivision in Charlotte, North Carolina. The following aerial shows the tower to the southeast of the subdivision.

The tower is a monopole tower with some trees between the tower and the residential properties within Prestwick. The following chart provides a summary of sales within the subdivision with the properties highlighted in yellow having some level of visual influence from the tower.

Despite consideration of adjustments to the data set for a variety of physical and market variances, the single-family dwelling with the highest level of visual impact from the tower lies within the range of the data set presented. This analysis indicates that the visual impact of this tower does not substantially impact property values of residential properties.

Parcel Number	Book & Page	Acreage	Address	Sale Amount	Size SFD (SF)	Price/SF	Sale Date	Assessed Value	% of Assessed Value	Year Built
7135197	6730 543	0.16	5810 PARKSTONE DR	$247,000	3,288	$75.12	7/26/2016	$246,000	100%	2006
7135211	7011 590	0.15	5807 PARKSTONE DR	$260,000	2,844	$91.42	9/8/2017	$224,100	116%	2006
7135214	6918 096	0.14	5801 PARKSTONE DR	$245,000	2,744	$89.29	4/24/2017	$217,400	113%	2006
7135218	6991 886	0.16	5717 PARKSTONE DR	$271,000	2,732	$99.19	8/10/2017	$218,500	124%	2006
7135221	6636 021	0.17	5707 PARKSTONE DR	$250,000	2,744	$91.11	3/21/2016	$220,300	113%	2006
7135228	6728 324	0.17	5706 PARKSTONE DR	$242,000	2,652	$91.25	7/25/2016	$212,300	114%	2006
7135238	6756 020	0.18	3107 ROYAL TROON LN	$260,000	2,744	$94.75	8/29/2016	$217,500	120%	2006
7135243	7228 074	0.14	3005 ROYAL TROON LN	$235,000	1,956	$120.14	8/31/2018	$179,400	131%	2006
7135190	7192 422	0.14	5704 FALKIRK LN	$274,000	2,856	$95.94	7/10/2018	$223,600	123%	2006
7135193	7228 475	0.15	5800 PARKSTONE DR	$287,500	3,026	$95.01	8/31/2018	$233,600	123%	2006
7135196	7154 843	0.16	5808 PARKSTONE DR	$256,000	2,744	$93.29	5/11/2018	$219,900	116%	2006
7135198	6903 572	0.16	5812 PARKSTONE DR	$262,000	2,744	$95.48	3/30/2017	$217,500	120%	2006
7135213	7199 856	0.14	5803 PARKSTONE DR	$277,000	2,732	$101.39	7/20/2018	$218,700	127%	2006
7135215	6985 085	0.14	5723 PARKSTONE DR	$245,000	3,268	$74.97	7/31/2017	$244,300	100%	2006
7135232	6890 100	0.17	5714 PARKSTONE DR	$238,000	1,794	$132.66	3/8/2017	$176,700	135%	2006
7135239	6820 854	0.18	3105 ROYAL TROON DR	$260,000	2,732	$95.17	11/16/2016	$225,700	115%	2006
7135279	7257 886	0.14	5911 PARKSTONE DR	$211,000	2,654	$79.50	10/25/2018	$213,200	99%	2007
7135284	7231 065	0.16	5901 PARKSTONE DR	$278,000	2,983	$93.19	9/6/2018	$231,100	120%	2007
7135201	7002 308	0.18	5818 PARKSTONE DR	$260,000	2,837	$91.65	8/25/2017	$224,700	116%	2007
7135256	6773 258	0.14	5708 FALKIRK LN	$232,500	2,104	$110.50	9/19/2016	$192,700	121%	2007
7135273	7232 509	0.15	5910 PARKSTONE DR	$273,000	3,075	$88.78	9/10/2018	$235,100	116%	2007
7135283	6943 153	0.16	5903 PARKSTONE DR	$255,000	2,654	$96.08	5/31/2017	$212,500	120%	2007

10300 Poplar Tent Road This tower was researched because of the ability to isolate the potential impact of the visual influence of the tower. The lattice construction poses a larger visual footprint than the proposed monopole tower. The following chart provide sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph. The sales highlighted in green are for sales of the same property.

The sales have an average price of $104.96 per square foot or $291,320. The range of the sales is from $77.00 to $131.19 per square foot. The highest price paid per square foot is for a

Parcel #Street Address Sales Date Size (SF) $/SF Sales Price Parcel # Street Address Sales Date Size (SF) $/SF Sales Price

4671-72-9757 575 MARTHAS VIEW DR NW Apr 20 2017 3,033 93.97$ 285,000$ 4671-83-8097 10375 RUTLEDGE RIDGE DR NW Feb 15 2017 2,846 99.79$ 284,000$

4671-72-9757 575 MARTHAS VIEW DR NW Mar 25 2019 3,033 104.85$ 318,000$ 4671-83-8390 10392 RUTLEDGE RIDGE DR NW Dec 14 2016 2,246 111.31$ 250,000$

4671-73-7074 595 MARTHAS VIEW DR NW Jul 31 2017 2,870 91.99$ 264,000$ 4671-83-8390 10392 RUTLEDGE RIDGE DR NW Apr 12 2019 2,246 119.32$ 268,000$

4671-73-7074 595 MARTHAS VIEW DR NW Aug 7 2018 2,870 77.00$ 221,000$ 4671-83-8706 10415 RUTLEDGE RIDGE DR NW Feb 16 2018 2,545 104.13$ 265,000$

4671-73-7074 595 MARTHAS VIEW DR NW Mar 7 2019 2,870 95.12$ 273,000$ 4671-83-8786 10416 RUTLEDGE RIDGE DR NW Jul 1 2019 2,697 112.16$ 302,500$

4671-73-7090 591 MARTHAS VIEW DR NW Oct 11 2017 3,313 87.23$ 289,000$ 4671-83-9283 10378 RUTLEDGE RIDGE DR NW Dec 6 2016 2,696 111.28$ 300,000$

4671-73-7090 591 MARTHAS VIEW DR NW Jun 15 2018 3,313 90.55$ 300,000$ 4671-83-9388 1314 BRIDGEFORD DR NW Jan 13 2020 3,315 95.32$ 316,000$

4671-73-8245 1223 BRIDGEFORD DR NW Oct 12 2016 2,563 95.59$ 245,000$ 4671-83-9388 1314 BRIDGEFORD DR NW Mar 23 2020 3,315 96.83$ 321,000$

4671-73-8297 1227 BRIDGEFORD DR NW Jul 17 2018 2,835 105.82$ 300,000$ 4671-83-9536 10404 RUTLEDGE RIDGE DR NW May 18 2018 3,071 97.69$ 300,000$

4671-73-9130 1224 BRIDGEFORD DR NW Dec 4 2017 2,493 89.85$ 224,000$ 4671-83-9536 10404 RUTLEDGE RIDGE DR NW Oct 4 2019 3,071 105.83$ 325,000$

4671-82-0649 567 MARTHAS VIEW DR NW Feb 8 2018 2,870 98.61$ 283,000$ 4671-92-3547 10327 RUTLEDGE RIDGE DR NW May 20 2019 3,312 95.41$ 316,000$

4671-82-0685 563 MARTHAS VIEW DR NW Apr 9 2020 2,697 114.20$ 308,000$ 4671-92-3827 1303 MCDERMOTT WAY NW Jul 8 2020 2,983 117.35$ 350,000$

4671-82-1809 574 MARTHAS VIEW DR NW Jul 13 2017 2,907 89.44$ 260,000$ 4671-92-4746 10334 RUTLEDGE RIDGE DR NW Jul 31 2019 2,675 108.41$ 290,000$

4671-82-1842 10345 WESSON HUNT RD NW Mar 29 2018 2,020 131.19$ 265,000$ 4671-92-5493 10348 HILLSBOROUGH ST NW Apr 12 2019 2,567 108.69$ 279,000$

4671-82-1895 10349 WESSON HUNT RD NW Apr 23 2018 2,226 116.80$ 260,000$ 4671-92-5844 1312 MCDERMOTT WAY NW Aug 16 2018 3,006 106.47$ 320,000$
4671-82-2548 555 MARTHA'S VIEW DR NW Feb 28 2018 2,759 103.30$ 285,000$ 4671-92-5879 1316 MCDERMOTT WAY NW Apr 3 2018 2,999 100.72$ 302,000$
4671-82-2963 10357 WESSON HUNT RD NW May 15 2018 2,706 104.95$ 284,000$ 4671-92-7998 10391 HILLSBOROUGH ST NW Jul 25 2018 2,545 115.13$ 293,000$
4671-82-3618 10346 WESSON HUNT RD NW Oct 17 2018 3,027 100.76$ 305,000$ 4671-92-8871 10384 HILLSBOROUGH ST NW May 29 2019 2,545 109.23$ 278,000$
4671-82-4872 10362 WESSON HUNT RD NW Jun 8 2017 2,251 114.62$ 258,000$ 4671-93-0526 1311 BRIDGEFORD DR NW Jan 17 2019 2,723 101.54$ 276,500$
4671-82-5817 10366 WESSON HUNT RD NW Apr 18 2019 2,421 104.50$ 253,000$ 4671-93-1449 1319 BRIDGEFORD DR NW Aug 27 2019 2,723 128.53$ 350,000$
4671-83-0135 1232 BRIDGEFORD DR NW Jul 16 2019 2,835 100.53$ 285,000$ 4671-93-2070 1308 MALDEN ST NW Jun 18 2020 2,684 116.24$ 312,000$
4671-83-1024 10391 DOWLING ST NW Aug 19 2020 3,204 109.24$ 350,000$ 4671-93-3227 10404 PORTERS POND LN NW Jul 17 2018 2,927 104.54$ 306,000$
4671-83-1329 1247 BRIDGEFORD DR NW Feb 12 2018 2,563 97.93$ 251,000$ 4671-93-3567 10419 PORTERS POND LN NW Nov 14 2018 3,341 102.07$ 341,000$
4671-83-2147 10396 DOWLING ST NW Apr 16 2018 2,274 105.54$ 240,000$ 4671-93-4352 10412 PORTERS POND LN NW Feb 6 2019 2,691 127.83$ 344,000$
4671-83-2147 10396 DOWLING ST NW Oct 12 2018 2,274 110.38$ 251,000$ 4671-93-4535 10423 PORTERS POND LN NW Mar 21 2018 2,846 105.41$ 300,000$
4671-83-2414 1255 BRIDGEFORD DR NW May 30 2019 3,235 82.69$ 267,500$ 4671-93-6127 1361 BRIDGEFORD DR NW May 11 2018 2,545 111.98$ 285,000$
4671-83-2414 1255 BRIDGEFORD DR NW Sep 20 2019 3,235 94.59$ 306,000$ 4671-93-6176 1365 BRIDGEFORD DR NW Apr 25 2018 2,246 124.44$ 279,500$
4671-83-3051 10367 WESSON HUNT RD NW Oct 5 2018 2,441 103.24$ 252,000$ 4671-93-7187 1373 BRIDGEFORD DR NW Jul 1 2020 2,739 125.96$ 345,000$
4671-83-6383 10395 RUTLEDGE RIDGE DR NW Nov 2 2017 3,313 91.31$ 302,500$ 4681-03-0044 10408 HILLSBOROUGH ST NW Nov 29 2018 2,869 106.66$ 306,000$
4671-83-6413 1284 BRIDGEFORD DR NW Feb 28 2017 2,622 96.11$ 252,000$ 4681-03-1406 10437 HILLSBOROUGH ST NW Nov 12 2019 2,545 117.88$ 300,000$
4671-83-6464 1290 BRIDGEFORD DR NW Jun 28 2018 2,551 116.03$ 296,000$ 4681-03-2205 10428 HILLSBOROUGH ST NW Sep 1 2017 3,526 89.34$ 315,000$
4671-83-7606 10407 RUTLEDGE RIDGE DR NW Aug 18 2020 2,784 123.92$ 345,000$ 4681-03-2205 10428 HILLSBOROUGH ST NW Jun 17 2019 3,526 98.41$ 347,000$
Fullerton @ Skybrook

home with visual influence of the tower. After adjusting the sales for a variety of physical and legal characteristics, the conclusion is that the visibility of the tower has no impact on the prices paid.

The following examples were taken from Cabarrus County located in the suburbs of Charlotte.

2735 Odell School Road This tower was researched because the ability to isolate the potential impact of the visual influence of the tower. The lattice construction poses a larger visual footprint than a monopole tower. The following chart provide sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph.

The sales have an average price of $117.85 per square foot or $365,488. The range of the sales is from $87.58 to $161.57 per square foot. The quantity of data allows for a credible analysis of the other statistical variances. The standard deviation is $13.96 per square foot. All the sales with visual influence lie within one standard deviation of the mean. After adjusting the sales for a variety of physical and legal characteristics, the conclusion is that the visibility of the tower has no impact on the prices paid.

Parcel Number Street Address Sales Date Size (SF) $ per SF Sales Price Parcel Number Street Address Sales Date Size (SF) $ per SF Sales Price

4682-02-9341 2673 TREELINE DR Apr 18 2018 3,270 119.27$ 390,000$ 4682-22-8895 2560 TREELINE DR Feb 24 2020 3,525 103.55$ 365,000$

4682-11-1574 9658 ESTRIDGE LN Oct 30 2018 3,968 87.58$ 347,500$ 4682-22-9436 2477 WELLINGTON CHASE DR Aug 31 2018 3,376 139.96$ 472,500$

4682-11-1748 9711 LOCKWOOD RD Jul 17 2020 3,925 115.92$ 455,000$ 4682-22-9533 2483 WELLINGTON CHASE DR Jul 14 2020 3,269 118.38$ 387,000$

4682-11-3479 9650 ESTRIDGE LN Jul 17 2018 3,875 103.74$ 402,000$ 4682-22-9865 2556 TREELINE DR Aug 30 2018 3,038 130.68$ 397,000$

4682-11-3479 9650 ESTRIDGE LN May 13 2019 3,875 100.13$ 388,000$ 4682-30-0929 2240 WELLINGTON CHASE DR Apr 19 2018 4,127 97.65$ 403,000$

4682-11-3616 9639 LOCKWOOD RD Jan 6 2020 2,591 138.94$ 360,000$ 4682-30-4876 2119 PRAIRIE RD Jun 19 2020 3,017 142.53$ 430,000$

4682-11-5205 9643 ESTRIDGE LN Aug 10 2017 3,741 126.19$ 472,000$ 4682-30-5975 9564 HORSEBIT LN Mar 1 2019 2,197 145.65$ 320,000$

4682-11-5936 2421 SATCHEL LN May 16 2018 3,521 115.02$ 405,000$ 4682-30-7697 2146 PRAIRIE RD Apr 12 2019 2,223 137.23$ 305,000$

4682-11-7717 9622 LOCKWOOD RD Apr 30 2018 3,470 112.68$ 391,000$ 4682-30-7948 9565 HORSEBIT LN Dec 8 2017 3,044 105.45$ 321,000$

4682-11-8328 9632 ESTRIDGE LN Nov 7 2017 3,203 120.82$ 387,000$ 4682-30-7948 9565 HORSEBIT LN Nov 20 2018 2,816 119.85$ 337,500$

4682-11-8828 2424 SATCHEL LN Jun 12 2019 3,692 113.22$ 418,000$ 4682-30-7948 9565 HORSEBIT LN Sep 25 2019 2,816 126.07$ 355,000$

4682-11-9327 9628 ESTRIDGE LN May 25 2018 3,751 106.37$ 399,000$ 4682-30-7971 9575 HORSEBIT LN Aug 14 2018 3,162 115.43$ 365,000$

4682-11-9582 9611 LOCKWOOD RD Sep 19 2019 3,568 114.63$ 409,000$ 4682-30-8986 2193 PRAIRIE RD Oct 11 2017 3,134 106.41$ 333,500$

4682-12-0539 2670 TREELINE DR Sep 15 2017 3,099 117.46$ 364,000$ 4682-30-9638 2158 PRAIRIE RD Aug 26 2020 2,197 156.58$ 344,000$

4682-12-2972 9724 COLTS NECK LN Jun 14 2019 3,350 111.94$ 375,000$ 4682-30-9807 2175 PRAIRIE

RD Sep 29 2017 3,098 115.24$ 357,000$

4682-12-5916 2568 SHOAL PARK RD May 15 2019 3,307 116.42$ 385,000$ 4682-31-1943 2454 WELLINGTON CHASE DR Jul 27 2020 3,488 105.50$ 368,000$

4682-12-8597 2622 TREELINE DR Sep 28 2018 2,969 116.20$ 345,000$ 4682-31-4938 9177 MARASOL LN Dec 29 2017 2,758 111.31$ 307,000$

4682-13-3225 2589 SHOAL PARK RD Feb 10 2020 3,286 119.60$ 393,000$ 4682-31-5051 9558 HORSEBIT LN May 14 2018 2,971 114.44$ 340,000$

4682-13-3430 2603 SHOAL PARK RD May 20 2019 3,350 119.40$ 400,000$ 4682-31-5305 9528 HORSEBIT LN Apr 26 2018 2,980 124.83$ 372,000$

4682-13-3430 2603 SHOAL PARK RD Sep 17 2019 3,350 119.40$ 400,000$ 4682-31-5462 9522 HORSEBIT LN Oct 11 2017 2,991 123.37$ 369,000$

4682-13-3438 2609 SHOAL PARK RD Mar 15 2018 3,304 116.22$ 384,000$ 4682-31-5781 2265 PRAIRIE RD Jan 19 2018 3,002 118.25$ 355,000$

4682-13-6477 9700 JAMESTOWN RD May 21 2020 2,948 118.72$ 350,000$ 4682-31-6552 2247 PRAIRIE RD Sep 27 2017 2,192 156.71$ 343,500$

4682-13-7447 9694 JAMESTOWN RD Jan 26 2018 3,341 122.27$ 408,500$ 4682-31-7268 2225 PRAIRIE RD Nov 3 2017 2,429 123.10$ 299,000$

4682-13-8488 9682 JAMESTOWN RD Nov 27 2017 2,948 118.72$ 350,000$ 4682-31-7281 2219 PRAIRIE RD Jun 10 2020 3,157 121.95$ 385,000$

4682-13-9457 9676 JAMESTOWN RD Oct 3 2019 3,443 114.73$ 395,000$ 4682-31-7334 2231 PRAIRIE RD Oct 25 2017 2,773 110.53$ 306,500$

4682-21-2694 2416 SPUR LN Apr 16 2020 3,977 90.52$ 360,000$ 4682-31-7747 2258 PRAIRIE RD Aug 23 2017 2,975 122.52$ 364,500$

4682-21-3463 2408 SPUR LN Sep 5 2019 3,862 103.57$ 400,000$ 4682-31-7747 2258 PRAIRIE RD May 28 2020 2,975 132.77$ 395,000$

4682-21-3533 2412 SPUR LN Oct 3 2019 3,363 113.29$ 381,000$ 4682-31-7760 2252 PRAIRIE RD Sep 29 2017 1,699 161.57$ 274,500$

4682-21-7415 2404 CLARIDGE RD Jun 24 2020 4,189 107.42$ 450,000$ 4682-31-7760 2252 PRAIRIE RD May 14 2018 1,699 152.44$ 259,000$

4682-21-8804 9450 LOCKWOOD RD Apr 4 2019 3,650 106.85$ 390,000$ 4682-31-7903 9270 LOCKWOOD RD Oct 30 2018 3,318 111.51$ 370,000$

4682-22-2743 2504 MILL WRIGHT RD Feb 16 2018 3,465 112.55$ 390,000$ 4682-31-8115 2213 PRAIRIE RD Mar 16 2018 2,381 123.48$ 294,000$

4682-22-2820 2508 MILL WRIGHT RD Dec 27 2018 2,948 118.72$ 350,000$ 4682-31-8476 2236 PRAIRIE RD Nov 9 2017 2,137 140.38$ 300,000$

4682-22-3540 2595 TREELINE DR Aug 24 2017 3,311 117.79$ 390,000$ 4682-32-3825 2540 TREELINE DR Jun 28 2018 2,764 117.58$ 325,000$

4682-22-4099 2421 CLARIDGE RD Oct 25 2018 3,506 109.67$ 384,500$ 4682-32-5093 9163 MARASOL LN Jun 5 2018 3,822 91.18$ 348,500$

4682-22-4574 2587 TREELINE DR Jun 15 2018 2,744 116.62$ 320,000$ 4682-32-5093 9163 MARASOL LN Aug 28 2019 3,822 99.03$ 378,500$

4682-22-4574 2587 TREELINE DR May 2 2019 2,744 111.70$ 306,500$ 4682-32-5221 9166 MARASOL LN Jan 4 2019 3,345 98.65$ 330,000$

4682-22-4777 2584 TREELINE DR Jul 30 2019 3,358 116.14$ 390,000$ 4682-32-6066 9159 MARASOL LN Jul 30 2018 2,633 117.74$ 310,000$

4682-22-5537 2583 TREELINE DR Jun 15 2018 3,374 117.07$ 395,000$ 4682-32-6066 9159 MARASOL LN Apr 4 2019 2,633 115.08$ 303,000$
4682-22-5830 2580 TREELINE DR Nov 20 2018 2,988 123.83$ 370,000$ 4682-32-8101 9151 MARASOL LN Mar 16 2018 3,860 94.82$ 366,000$
4682-22-6802 2576 TREELINE DR May 21 2018 2,823 121.15$ 342,000$ 4682-32-8653 2516 TREELINE DR Jun 12 2018 3,384 110.82$ 375,000$
4682-22-6864 2572 TREELINE DR Dec 21 2017 2,732 119.88$ 327,500$ 4682-40-0970 2182 PRAIRIE RD May 14 2019 3,069 128.71$ 395,000$
4682-22-7854 2568 TREELINE DR Mar 28 2019 2,812 120.02$ 337,500$ 4682-41-1696 2437 BENSALEM LN Jul 16 2018 3,201 105.59$ 338,000$
4682-22-7854 2568 TREELINE DR Jul 3 2019 2,812 120.91$ 340,000$ 4682-42-0091 2456 TREELINE DR May 15 2018 3,424 107.48$ 368,000$
Wellington Chase

13935 Old Camden Road This tower was researched because it provides an example of residential development. The previous chart provides sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph. The sales

Address	Acres	Year Built	Size (SF)	Sale Date	Sale Price	Price/SF
348 ROYAL WINDSOR DR	0.9	2018	2,399	July-18	260,000$	108.38$
344 ROYAL WINDSOR DR	0.73	2016	2,508	November-16	252,500$	100.68$
340 ROYAL WINDSOR DR	0.55	2016	2,708	September-17	267,500$	98.78$
336 ROYAL WINDSOR DR	0.57	2015	2,748	June-15	230,000$	83.70$
345 ROYAL WINDSOR DR	0.8	2017	2,403	April-18	255,000$	106.12$
332 ROYAL WINDSOR DR	0.57	2014	2,772	May-19	285,000$	102.81$
328 ROYAL WINDSOR DR	0.56	2014	2,467	March-15	219,500$	88.97$
339 ROYAL WINDSOR DR	0.89	2017	2,745	December-17	280,000$	102.00$
324 ROYAL WINDSOR DR	0.55	2014	3,117	March-15	256,500$	82.29$
335 ROYAL WINDSOR DR	0.57	2015	2,201	November-15	240,000$	109.04$
320 ROYAL WINDSOR DR	0.54	2014	3,127	October-18	284,000$	90.82$
331 ROYAL WINDSOR DR	0.56	2016	2,274	August-16	244,000$	107.30$
327 ROYAL WINDSOR DR	0.55	2015	2,810	April-16	239,000$	85.05$
312 ROYAL WINDSOR DR	0.77	2013	2,464	March-18	260,000$	105.52$
323 ROYAL WINDSOR DR	0.54	2015	3,139	August-15	260,500$	82.99$
313 ROYAL WINDSOR DR	0.68	2010	2,298	June-15	212,000$	92.25$
309 ROYAL WINDSOR DR	0.73	2010	2,928	September-15	205,000$	70.01$
304 ROYAL WINDSOR DR	0.69	2014	3,103	May-15	250,000$	80.57$
304 ROYAL WINDSOR DR	0.69	2014	3,103	October-18	285,000$	91.85$
305 ROYAL WINDSOR DR	0.8	2015	2,484	June-15	233,000$	93.80$

Wyndham Estates Sales Summary

highlighted in green are for the properties located furthest from the tower and the lowest level of visual impact.

The sale of the house pictured earlier sold in 2015 and resold in 2020 showing an appreciation of 14%. Further, the resale price of $285,000 is the highest price point for the neighborhood. After analysis of the factors listed in the chart and other less influential items, the visual impact of the tower is concluded not to adversely impact the value of contiguous properties.

Michael P. Berkowitz

Certifications

CERTIFICATION OF THE ANALYST

I, Michael P. Berkowitz, certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this study.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the person(s) signing this certification other than those individuals having signed the attached report.

Michael P. Berkowitz
(NC State Certified General Real Estate Appraiser #A6169)
(SC State Certified General Real Estate Appraiser #CG6277)

April 3, 2022
Date
(Rev: 06/18/12)

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

Limit of Liability

The liability of MPB REAL ESTATE, LLC and employees is limited to the client only and to the fee actually received by our firm. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold MPB REAL ESTATE, LLC, its officers, and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject of the report. Third parties shall include limited partners of client if client is a partnership and stockholders of client if client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees, and spouses of client. MPB REAL ESTATE, LLC will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

Copies, Distribution, Use of Report

Possession of this report or any copy of this report does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of MPB REAL ESTATE, LLC for the use of the client, the fee being for the analytical services only.

The bylaws and regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each report signed by such member or candidate; except, however, the client may distribute copies of this report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of MPB REAL ESTATE, LLC.

Confidentiality

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by MPB REAL ESTATE, LLC whose signatures appear on the report. No change of any item in the report shall be made by anyone other than MPB REAL ESTATE, LLC. MPB REAL ESTATE, LLC shall have no responsibility if any such unauthorized change is made.

MPB REAL ESTATE, LLC may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

Trade Secrets

This report was obtained from MPB REAL ESTATE, LLC and consists of “trade secrets and commercial or financial information” which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4) of the Uniform Commercial Code. MPB REAL ESTATE, LLC shall be notified of any request to reproduce this report in whole or in part.

Information Used

No responsibility is assumed for accuracy of information furnished by or work of others, the client, his designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the subject property.

Financial Information

Our value opinion(s) have been based on unaudited financials, and other data provided to us by management and/or owners. If these reports are found to be inaccurate, we reserve the right to revise our value opinion(s). It is noted we are depending on these accounting statements as being accurate and our interpretation of these statements as being accurate as well. If these assumptions later prove to be false, we reserve the right to amend our opinions of value.

Testimony, Consultation, Completion of Contract for Report Services

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. MPB REAL ESTATE, LLC or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

Exhibits

The illustrations and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs, if any, are included for the same purpose as of the date of the photographs. Site plans are not surveys unless so designated.

Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and marketable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by MPB REAL ESTATE, LLC.

MPB REAL ESTATE, LLC has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical or other components, and MPB REAL ESTATE, LLC shall not be responsible for defects in the property which may be related.

The report is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. We are not experts in this area, and it is recommended, if appropriate, the client obtain an inspection of this equipment by a qualified professional.

If MPB REAL ESTATE, LLC has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

MPB REAL ESTATE, LLC assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Legality of Use

The report is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building and use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or may be obtained or renewed for any use considered in the value estimate.

Component Values

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis, study or feasibility study has been required or made unless otherwise specified in an agreement for services or in the report.

Dollar Values, Purchasing Power

The market value estimated and the costs used are as of the date of the estimate of value, unless otherwise indicated. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

Inclusions

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

Proposed Improvements, Conditional Value

Improvements proposed, if any, onsite or offsite, as well as any repairs required, are considered for purposes of this report to be completed in a timely, good and workmanlike manner, according to information submitted and/or considered by MPB REAL ESTATE, LLC. In cases of proposed construction, the report is subject to change upon inspection of property after construction is completed.

Value Change, Dynamic Market, Influences, Alteration of Estimate

The estimated value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of reports involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and MPB REAL ESTATE, LLC' interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; thus, they are subject to change as the market and value is naturally dynamic.

The “estimate of market value” in the report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Report and Value Estimate

Report and value estimate are subject to change if physical or legal entity or financing differ from that envisioned in this report.

Management of the Property

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management.

Hazardous Materials

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did MPB REAL ESTATE, LLC become aware of such during their inspection. MPB REAL ESTATE, LLC had no knowledge of the existence of such materials on or in the property unless otherwise stated. MPB REAL ESTATE, LLC, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in the proximity that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

Soil and Subsoil Conditions

Unless otherwise stated in this report, MPB REAL ESTATE, LLC does not warrant the soil or subsoil conditions for toxic or hazardous waste materials. Where any suspected materials might be present, we have indicated in the report; however, MPB REAL ESTATE, LLC are not experts in this field and recommend appropriate engineering studies to monitor the presence or absence of these materials.

Americans with Disabilities Act (ADA)

“MPB REAL ESTATE, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since MPB REAL ESTATE, LLC has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.”

QUALIFICATIONS OF THE ANALYST

Michael P. Berkowitz
MPB Real Estate, LLC
1430 South Mint Street, Suite 102
Charlotte, North Carolina 28203
(704) 334-4686
FAX (704) 334-2759

EDUCATION AND CREDENTIALS

Duke University
Major: Economics 1985-1989
Central Piedmont Community College
R-1 - Introduction to Real Estate Appraisal, 2002
R-2 - Valuation Principles and Procedures, 2002
R-3 - Applied Residential Property Valuation, 2002
G-1 - Introduction to Income Property Appraisal, 2003
Bob Ipock and Associates
G-2 - Advanced Income Capitalization Procedures, 2003
G-3 - Applied Property Income Valuation 2004
Appraisal Institute
520 Highest and Best Use and Market Analysis, 2004
Seminar Rates, Multipliers and Ratios 2005
530 Advanced Sales Comparison and Cost Approaches 2006
Seminar Apartment Appraisal, Concepts & Applications 2009
Seminar Appraising Distresses Commercial Real Estate 2009
Seminar Appraising Convenience Stores 2011
Seminar Analyzing Operating Expenses 2011

AFFILIATIONS AND ACTIVITIES

Association Memberships
North Carolina State Certified General Real Estate Appraiser, October 2006, Certificate No. A6169

RELATED EXPERIENCE

Provided real estate consulting services for a variety of clients including real estate brokers, property owners and financial planners
Performed financial feasibility studies for multiple property types including golf communities, and renovation projects.
Developed plan for self-contained communities.
Racetrack expertise

APPRAISAL EXPERIENCE
A partial list of types of properties appraised include:
Retail Properties, Single and Multi-Tenant, Proposed and Existing
Office Single and Multi-Tenant Proposed and Existing
Mixed-Use Properties, Proposed and Existing
Industrial Properties, Warehouse, Flex and Manufacturing
Vacant Land
Condemnation
C-Stores
Race Tracks
CLIENTELE
Bank of America
Transylvania County
Cabarrus County
Mecklenburg County
City of Statesville
NC Department of Transportation
Henry County, GA
Town of Loudon, NH
First Citizens Bank
RBC Centura Bank
City of Charlotte
City of Concord
Union County
BB & T
Aegon USA Realty Advisors
Sun Trust Bank
First Charter Bank
Regions Bank
Charlotte Housing Authority
Alliance Bank and Trust
Broadway Bank
Duke Energy Corporation
Jim R. Funderburk, PLLC
Hamilton, Fay, Moon, Stephens, Steele & Martin
Senator Marshall A. Rauch
Perry, Bundy, Plyler & Long, LLP
Robinson, Bradshaw & Hinson
CSX Real Property
Baucom, Clayton, Burton, Morgan & Wood, PA
City of Mount Holly
Our Towns Habitat for Humanity
Parker, Poe, Adams & Bernstein, LLP

Central Carolina Bank

Cool Springs Road – Conditional Rezoning – Staff Report

Agenda Item: ___ Meeting Date: May 16, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning and Inspections Director

DATE: April 13, 2022 SUBJECT: Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Cool Springs Rd

PRESENTER: Debra Ensminger REQUEST

Milestone Towers LPIV is requesting a Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records.

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

BACKGROUND The entire parent property is undeveloped timberlands. Adjacent properties include agricultural uses and undeveloped properties.

While the parcel does have some freshwater forested/shrub wetlands, none are located within the rezoning area. The parcel is within a half-mile of a Voluntary Agricultural District. The parcel is also within the AE – 1% (100-year) Flood Zone, however the rezoning area, while not in the flood zone, is adjacent to the flood line. The submitted application meets all of the UDO requirements in Section 8.101 (Wireless Communications Facility).

PLANNING BOARD RECOMMENDATION The Planning Board met on April 7, 2022, and unanimously recommended approval of the rezoning request (6-0).

COMMUNITY MEETING

The community meeting was conducted at the Moore County Sports Complex Multi-Purpose Room on March 16, 2022, between 6:00pm and 7:00pm. Adjacent properties were notified by certified return receipt mail, sent on March 3, 2022. Please refer to attached report for more details.

Cool Springs Road – Conditional Rezoning – Staff Report

CONDITIONAL ZONING (CZ) Conditional rezoning affords a degree of certainty in land use decisions not possible when
rezoning to a general district. Conditional Zoning Districts are established to provide for
flexibility in the development of property while ensuring that the development is compatible with neighboring uses. Pursuant to NCGS 160D-703, conditional zoning districts requires the approval of a rezoning by the Moore County Board of Commissioners and approval of a site-specific development plan allowing for the development of specific land uses.

Parallel conditional zoning districts are restricted to those uses (meaning either one or multiple uses) listed in the corresponding general use zoning district. The request shall be in compliance with all relevant portions of the UDO, except that variations
from these standards may be approved by the Board of Commissioners if the site plan is
submitted and determined to be suitable for the request, is consistent with the intent of the standards, and ensures compatibility with land uses on surrounding properties. Specific additional conditions applicable to the rezoning request may be proposed by the
applicant, the Planning Board, or Board of Commissioners. Only those conditions mutually
approved by the county and the applicant may be incorporated into the permit requirements. If a proposed condition is unacceptable to the owner, the petition can be withdrawn, and the proposed rezoning cannot go forward. Likewise, if a condition is unacceptable to the Board of Commissioners, the petition can be denied and there is no rezoning.

Per NCGS 160D-703(b), conditions and site-specific standards shall be limited to those that address the conformance of development and use of the site to County ordinances and officially adopted plans and those that address the impacts reasonably expected to be generated by the development or use of the site.
ZONING DISTRICT COMPATIBILITY The requested rezoning to Rural Agricultural Conditional Zoning (RA-CZ) is consistent with the existing uses located near the property, including agricultural uses, as the underlying zoning district will remain Rural Agricultural (RA). The surrounding area is zoned Rural Agricultural
(RA). CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN The future land use map identifies the property as Rural Agricultural Classification. The requested zoning to Rural Agricultural Conditional Zoning (RA-CZ) is compatible with the
Rural Agricultural Land Use Classification as the underlying district will remain Rural
Agricultural (RA) and the request is limited to the wireless communication facility use. Wireless Communication Facility service is in demand in a largely rural area. The Land Use Plan states the primary use of the Rural Agricultural Land Use Classification is to
support rural residential life associated with agricultural uses (e.g., row crops, forestry,
horticulture, grazing, poultry, dairy, swine operations, and intensive agricultural uses in certain areas) and other rural activities. The Moore County Unified Development Ordinance states the Rural Agricultural (RA) district is intended to encourage the continuance of agricultural uses as well as to ensure that residential

development of appropriate intensities that are consistent with the suitability of land, availability of public services, and that are compatible with surrounding development, will occur at appropriate densities to provide a healthful environment. The RA District is also intended to accommodate rural commercial activities where the use of site-specific development plans, individualized development conditions, vegetative buffers, larger lots, and the compatibility of adjacent land uses are considered to provide suitable locations for rural commerce and other rural activities.

The rezoning request aligns with the following recommendation as included in the attached Land Use Plan Consistency Statement, including Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

MOORE COUNTY FUTURE LAND USE MAP

Cool Springs Road – Conditional Rezoning – Staff Report

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

Motion #1: Make a motion to adopt the attached Approval or Denial Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to Approve or Deny the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records.

ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Submitted Conditional Rezoning Application
- Submitted Wireless Communications Facilities Application
- Submitted Site Specific Development Plan
- Community Meeting Report
- Deed Book 4092 Page 40

Subject Property

View of Subject Property along Cool Springs Rd.

Cool Springs Road – Conditional Rezoning – Staff Report
Adjacent property – Undeveloped

Adjacent property – Undeveloped

Adjacent property –1124 Cool Springs Rd.

NC 22NC 2
4
-
2
7
Vicinity Map

CO
O
L

S
P
R
I
N
G
S
GLENDON-CARTHAGEPETTY
CARBONTONKELLY PLANTATIONCAMPBELLLand Use Map
Shaded area requestedto be rezoned to RA/CZ
Vacant Land
Farm Land
Vacant Land
Single Family

Zoning Map

Shaded area requested to be rezoned to RA/CZ

RA

RA

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

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

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)
• Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to existing roads and the underlying zoning district will remain in harmony with surrounding zoning.

3. Contributing factors in the rezoning approval are in response to managing the demand of wireless communication service in a largely rural area. This request will also limit the rezoning to maximum area necessary to achieve the development.

Therefore, the Moore County Board of Commissioners APPROVES the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records.

______________________________ ____________________

Frank Quis, Chair Date
Moore County Board of Commissioners

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ)

The Moore County Board of Commissioners finds that:

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

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

• Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners DENIES the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records.

______________________________ __________________

Frank Quis, Chair Date
Moore County Board of Commissioners

Community Meeting Report
COMMUNITY MEETING REPORT
Wednesday, March 16, 2022, 6:00 p.m. – 7:00 p.m.
Proposed Wireless Communications Facility – Cool Springs Rd.

Community Members Present: None

Applicant's Representative Present: Jonathan Yates

Planning Staff Present: Jaimie Walters

Mr. Yates was in attendance and available to answer questions should any arise. No community members were present.

List of those notified of the Community Meeting (certified mailings to adjacent properties):

THREE RIVERS LAND TRUST INC

HYMAN ALICE ANN & ROBERT J HYMAN JR
BTG PACTUAL OEF PROPERTY 2 LP
A DELAWARE LIMITED PARTNERSHIP

JORDAN THREE LLC
PARKS O TRACY III
C/O JORDAN PROPERTIES LLC

Submitted by,

Jaimie Walters, MPA, CZO
Senior Planner – Moore County Planning and Transportation

NC 73 Highway – General Use Rezoning – Staff Report

Agenda Item: ___ Meeting Date: May 16, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning and Inspections Director

DATE: April 13, 2022 SUBJECT: General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway

PRESENTER: Debra Ensminger REQUEST

Southern Golf & Land, LLC is requesting a General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

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

The subject property currently has a single-family residence located on it. The property is located within the Urban Transition portion of the Highway Corridor Overlay District. Adjacent properties include single family dwellings, manufactured homes, a church and commercial businesses.

The parcel is within a half-mile of a Voluntary Agricultural District. The parcel is within the Little River (CPF) WS-IIIP watershed (24% limited built upon area; up to 70% with SNIA) and the High-Quality Water area. This area is part of NCDOT STIP Project R-5726 and will be part of future right-of-way acquisition, with construction scheduled to start in 2025 (see attached map).

ZONING DISTRICT COMPATIBILITY The requested rezoning to Highway Commercial (B-2) is consistent with the existing uses located near the property, including commercial and industrial uses. The surrounding area is zoned Residential & Agricultural-20 (RA-20), Residential & Agricultural-40 (RA-40), Highway Commercial (B-2) and Industrial (I). CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN The future land use map identifies the property as the Commercial/Office/Retail/Institutional Classification. The requested rezoning to Highway Commercial (B-2) is compatible with the

Commercial/Office/Retail/Institutional Land Use Classification as the B-2 district will permit the desired uses to support the surrounding areas.

The Land Use Plan states the Commercial/Office/Retail/Institutional Classification's primary use of the land includes shopping/retail uses, dining, entertainment, services, general office space, medical offices, banks, schools, daycares, places of worship, libraries, etc.
The Moore County Unified Development Ordinance states the Highway Commercial (B-2) district provides for the development of commercial and service centers that serve community, countrywide, or regional commercial needs, are accessible by residents from surrounding neighborhoods, and are of such nature so as to minimize conflicts with surrounding residential areas.

The rezoning request aligns with the following recommendation as included in the attached Land Use Plan Consistency Statement, including Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; and Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power. MOORE COUNTY FUTURE LAND USE MAP

NC 73 Highway – General Use Rezoning – Staff Report

ACTION BY THE PLANNING BOARD The Planning Board met on April 7, 2022, and recommended denial of the rezoning request (5-1). RECOMMENDATION Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Approval or Denial Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605. Motion #2: Make a motion to Approve or Deny the General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records. ATTACHMENTS

- Pictures of Property and Adjacent Properties
- Vicinity Map
- Land Use Map
- Rezoning Map
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- Submitted Rezoning Application
- UDO – Chapter 6. Table of Uses
- Deed Book 5604 Page 221
- R-5726 Map

View of subject property- 4020 NC 73 Highway

View of remaining parent tract

NC 73 Highway – General Use Rezoning – Staff Report
Adjacent property – 4015 NC 73 HWY
Adjacent property – 5307 NC 211 HWY

NC 73 Highway – General Use Rezoning – Staff Report

Adjacent property – 3985 NC 73 HWY

Adjacent property – 158 Von Cannon Dr.

NC 73 Highway – General Use Rezoning – Staff Report

Adjacent property – 154 Von Cannon Rd

Adjacent property – 134 Von Cannon Rd.

NC 73NC 211NC 73Vicinity Map
Urban Transition HCOD
(400' from ROW line
on each side)

NC 73
NC 211Land Use Map
Land Use Map
Shaded area requested
to be rezoned to B-2
Vacant Commercial
Church
Single Family
Single Family
Commercial
Single Family

NC
211
NC 73
Zoning Map
RA-20
B-2
RA-5
I
RA-40
RA-20
Shaded area requested
to be rezoned to B-2

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Residential & Agricultural-40 (RA-40) to Highway Commercial (B-2)

The Moore County Board of Commissioners finds that:

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

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

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

Goal 3: Maximize accessibility among living, working, and shopping areas

• Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

2. The rezoning request is reasonable and in the public interest considering the property is located adjacent to existing roads and the underlying zoning district will remain in harmony with surrounding zoning.

Therefore, the Moore County Board of Commissioners APPROVES the General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

______________________________ __________________

Frank Quis, Chair   Date
Moore County Board of Commissioners

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Conditional Rezoning Request
Residential & Agricultural-40 (RA-40) to Highway Commercial (B-2)

The Moore County Board of Commissioners finds that:

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

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)
• Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure; and

Goal 3: Maximize accessibility among living, working, and shopping areas
• Action 3.1.2: Encourage non-residential development to locate near major transportation routes and areas served by adequate water, sewer, natural gas, broadband, and electric power.

2. The proposed rezoning is not reasonable and not in the public interest because the proposed rezoning will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners DENIES the General Use Rezoning from Residential and Agricultural-40 (RA-40) to Highway Commercial (B-2) of one parcel of approximately 2.49 acres located on NC 73 Highway, owned by Southern Golf & Land, LLC, per Deed Book 5604 Page 221 and further described as ParID 00021818 in Moore County Tax Records.

Frank Quis, Chair　　Date
Moore County Board of Commissioners

CHAPTER 6

TABLE OF USES

6.1 Use Table

A. Permitted Uses. P = Permitted uses are a use-by-right approved by the Administrator.

B. Conditional Uses. C = Conditional Use Permit approval required. (Refer to Chapter 12.)

C. Conditional Zoning. Z = Conditional Rezoning within a parallel conditional zoning district required. (Refer to Chapter 11.)

D. Building Code Classification.

The “Bldg. Code Group” column is intended for reference purposes only and is subject to change without notice. Classifications should be verified by the Building Inspector and should follow the regulations of the applicable “Use & Occupancy Classification” per the 2012 NC Building Code. Change of uses will require sealed plans to be approved by the Building Inspector.

A = Assembly M = Mercantile
B = Business R = Residential
E = Education S = Storage
F = Factory Industrial U = Utility & Miscellaneous
H = Hazardous Mix = Mixed Uses (Separation
standards may apply) I = Institutional

E. Prohibited Uses. Blank = Districts in which particular uses are prohibited, unless the Administrator determines that the use is similar to an allowed individual use by applying the following criteria:

1. The actual or projected characteristics of the activity.
2. The relative amount of site area or floor space and equipment utilized.
3. Relative amounts of sales from the activity and costumer type for the activity.
4. The relative number of employees and hours of operation.
5. Building and site arrangement and likely impact on surrounding properties.
6. Types of vehicles used, parking requirements, and vehicle trips generated.

When uncertainty exists, the Administrator, after consultation with the County Attorney, shall be authorized to make the interpretation.

ACCESSORY USES &
ACCESSORY BUILDINGS RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Accessory Uses & Buildings P P P P P P P P P P P P P P 8.1 R, S, U

AGRICULTURAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Agricultural Uses and Buildings (Not a Bona Fide
Farm) P P P P P P P P P P P P P P 8.2 U
Bona Fide Farm "Bona Fide Farm" exemption status is obtained
through the Moore County Planning Department. 8.3 S, U

RESIDENTIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
SINGLE FAMILY HOUSEHOLD
Accessory Dwelling Located within Stick Built
Dwelling P P P P P P P 8.4 R
Accessory Dwelling Located within Non-
Residential Building P P P 8.5 Mix
Accessory Manufactured Home P P P P P P P 8.6 R
Accessory Stick Built Dwellings P P P P P P P 8.7 R
Dwellings, Single Family P P P P P P P P P 8.8 R-3
Dwellings, Duplexes P P P P 8.9 R-3
Family Care Home (6 or less) P P P P P P P P P 8.10 I, R
Home Occupation, Level 1 P P P P P P P P P 8.11 R
Home Occupation, Level 2 Z Z Z Z 8.12 R
Manufactured Home P P P P P P P 8.13 R-3
Manufactured Home Park Z 8.14 Mix
Personal Workshop / Storage Building P P P P P P P 8.15 R, S
Planned Unit Development – Mixed Use Conditional Rezoning to PUD-CZ is required. 8.16 Mix
MULTIFAMILY RESIDENTIAL

Group Care Facility Z C P 8.17 I, R
Multifamily Dwellings (3 or more units per lot) Conditional Rezoning to MF-CZ is required. 8.18 R-2
Nursing Home C C C C C P P 8.19 B, I

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group

ANIMAL SERVICES

Animal Shelter Z P 8.20 B

Animal Training Facility, Military Z P 8.21 B

Kennels, Overnight Z Z Z P 8.22 B

Pet Day Care, Grooming, Obedience Training Z P P P 8.23 B

Veterinary Clinic P Z P P P 8.24 B

OFFICES & GENERAL SERVICES

Automatic Teller Machine (ATM) P P P P 8.25 U

Beauty / Barber Shop / Nail Salon P P P P 8.26 B

Bed and Breakfast Z Z Z Z Z Z 8.27

Dry Cleaning and Laundromat P P P P P 8.28 B

Equestrian Cottage Z 8.29

Hotel and Motel P 8.30 R-1

Office P P P P 8.31 B

Small Appliance Repair Shop P P P P 8.32 B

Trade Contractor Office and Workshop P Z P P 8.33 B, S

COMMERCIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group

RETAIL SERVICES

Auction House P P P 8.34 A-3, B

Convenience Store P C P P P P 8.35 M

Feed and Seed Sales C C P P P 8.36 B, M

Florist P P P P P 8.37 B

Flea Market Z Z P 8.38 B, M

Garden Center P P P 8.39 M, U

Manufactured or Modular Home Sales P P 8.40 B

Restaurant P P P P P 8.41 A-2

Retail P P P 8.42 M

Shopping Centers Z C 8.43 M

Wholesales C P P 8.44 M

COMMERCIAL USES
(CONTINUED) RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
VEHICLE SERVICES
Boat & RV Storage P Z Z 8.45 S-1
Car Wash or Auto Detailing P P P P 8.46 B
Commercial Truck Wash C P P 8.47 B
Parking Lot as principal use of lot P P P P 8.48 S-2
Taxi Service Z P P 8.49 B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat,
RV - Sales, Rental, or Service P P P P 8.50 B, S-1
Vehicle Service Stations (Gas Stations) Z P P P 8.51 M
Vehicle Wrecker Service Z Z P 8.52 S-1
ADULT USES
Adult Gaming Establishments C 8.53 B
Bars / Tavern C P 8.54 A-2
Brewery / Winery C P P P 8.55 A-2, F
Dance Club, Night Club, Billiard Z P 8.56 A-2, A-3
Distillery P 8.57 F-1
Massage & Bodywork Therapy Practice P P P P 8.58 B
Pawn Shop Z P P 8.59 B
Sexually Oriented Business Z 8.60 A-2, M
Tattoo Parlor, Body Piercing P 8.61 B

EDUCATIONAL &
INSTITUTIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Cemetery or Mausoleum, Commercial C C C C P 8.62 n/a
Cemetery, Family P P P P P P P P P 8.63 n/a
Child Care Facility C C C P C C C C C P P 8.64 E, I
Child Care Home Facility C P P P C C P 8.65 E, R
Colleges, Business & Trade Schools C P P 8.66 B
Funeral Home, accessory crematorium P P P P 8.67 A-3, B
Government Facility P P P P P P P P P P P P P P 8.68 B
Hospital P P P P C C P P P P P P P 8.69 I

Museums and Art Galleries C P P P 8.70 A-3

Religious Institutions P P P P P P P P P P P P 8.71 A-3, E

Security Training Facility C 8.72 B

Schools, Elementary, Middle, High P P 8.73 E

RECREATIONAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Accessory, Swimming Pool P P P P P P P P P P P P P 8.74 A, R
Airport, Public or Private C Z 8.75 A-3, B
Airstrip, Small Private C P 8.76 B
Assembly Hall Z Z Z Z P 8.77 A-4, A-5
Camp or Care Centers P 8.78 A-3, R-1
Campground, Public and Private P 8.79 A-3, R-1
Camp, Recreation Day P 8.80 A-3
Civic / Social Club, Lodge, & Organization P P C C C P P P 8.81 A-2, A-3
Golf Driving Range C C P P 8.82 A-3
Golf Course, including Par 3 C C P P 8.83 U
Marina (fuel supplies) P P 8.84 M
Neighborhood Park P P P P P P P P P P P P P 8.85 U
Recreation, Indoor C C P 8.86 A-5
Recreation, Low Impact Outdoor P
P P P P P P P P C P P 8.87 A-5
Recreation, High Impact Outdoor Z Z P 8.88
Shooting Range, Indoor Z P 8.89 A-5
Shooting Range, Outdoor Z P 8.90 A-5
Zoo, Petting Zoo Z P 8.91 A-5, U

INDUSTRIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
PRODUCTION
Manufacturing & Sales, Pottery P P P P P 8.92 F
Manufacturing, Light (no odors, no smoke) P 8.93 F
Manufacturing, General Z 8.94 F-1, F-2
UTILITIES / SERVICES
Amateur Radio and Receive-only Antennas P P P P P P P P P P P P P 8.95 U
Contractors Storage Yard and Office Z P P 8.96 S-1, U
Crematorium Facility Z P 8.97 B
Public & Private Utility Facilities P P P P P P P P P P P P P 8.98 U
Solar Collector Facility C 8.99 U
Solar Collectors, On-Site Use P P P P P P P P P P P P P 8.100 U

Wireless Communication Facility				Z		Z	Z					8.101	U
Collocation on Existing WCF	P	P	P	P	P	P	P	P	P	P	P	8.102	U

INDUSTRIAL USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
WAREHOUSING
Mini-Warehouse (Self-Service) P Z Z Z Z 8.103 S
Warehousing and/or Distribution Center Z C P 8.104 S-1, S-2
WASTE RELATED SERVICES
Debris Management Facility Z Z P 8.105 U
Hazardous Waste /Toxic Chemicals Disposal or
Processing C 8.106 U
Landfill C 8.107 U
Mining / Quarry Operation Z C 8.108 U
Salvage Yard C 8.109 U

TEMPORARY USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Construction Office, Temporary P P P P P P P P P P P P P 8.110 S-1
Drop-In Child Care Facility P P P 8.111
Itinerant Merchant P P P P 8.112 n/a
Land Clearing P P P P P P P P P P P P P P 8.113 F-1
Manufactured Home or RV, Temporary P P P P P P P 8.114 R-3
Real Estates Office, Temporary P P P P P P P P P P P P P 8.115 S-1
Temporary Events (Special Event) P P P P P P P P P P P P P P 8.116 n/a
Yard Sales, Residential and Civic P P P P P P P P P P P 8.117 n/a

OTHER USES RA-20 RA-40 RA-2 RA-5 GCSL GCWL RE RA-USB RA P-C VB B-1 B-2 I Specific
Use
Standards
Bldg.
Code
Group
Major Subdivision – Residential (1) C C C 18.6-18.11 Mix
Major Subdivision – Non-Residential
(Business Park) C C 18.6-18.11 Mix

Union Church Road –Special Use Permit – Staff Report

Agenda Item: __ Meeting Date: May 16, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning & Inspections Director

DATE: April 13, 2022 SUBJECT: Quasi-Judicial Hearing for a Special Use Permit Request: Major Conservation Subdivision – Preliminary Plat

Union Church Road – ParID 00034394 PRESENTER: Debra Ensminger

REQUEST

The applicant, Tri-South Builders, Inc., is requesting approval of a Preliminary Plat for a Major Conservation Subdivision for 53 lots on a 73.77-acre parcel. The proposed project is located on Union Church Road, Carthage NC, owned by James and Carolyn Ring per Deed Book 2368, Page 240.

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 land use decision signs on the property.

BACKGROUND The property is currently undeveloped. Adjacent properties include single family dwellings and undeveloped property.

DENSITY

The current zoning of the property would allow for a maximum of 80 dwelling units on the property. The developer is proposing 53 lots within the development which is less than the maximum allowed.

OPEN SPACE

Open space will be dedicated and maintained by the Homeowner's Association. A Neighborhood Conservation Subdivision requires that a minimum of 30% of the site be dedicated as open space and not included in an individual building lot. The applicant is proposing 38.19 acres, or 51.7% open space. At least 60% of the required open space shall be contiguous. The applicant has proposed approximately 80% contiguous area.

Union Church Road –Special Use Permit – Staff Report
WATER AND SEPTIC:

• Water – The development will be served by Moore County Public Utilities. The applicant submitted fire flow test projected results 6237 GPM at a residual pressure of 20 PSI or greater.

• Waterline to be public with fire hydrants located 400’ feet on center along waterline. Waterlines will be constructed in accordance with Moore County Public Utility Design Standards and Specifications.

• Septic – The development will utilize individual private septic systems. The applicant submitted the Preliminary Soil Evaluation Report. The applicant shall submit a lotbylot evaluation for septic system capacity for approval before final plat approval. OVERLAY DISTRICTS:

• Watershed – The property is within the WS-III-P Little River Watershed which limits single family residential development to two (2) dwelling units per acre or 20,000 square foot lot excluding the street right-of-way. The proposed project meets the watershed regulations.

• High Quality Water Area – Will need approved Sedimentation and Erosion Control plan from NCDEQ

TRANSPORTATION:

The applicant’s engineer confirms the roads will be private and have been designed to meet the North Carolina Department of Transportation’s Subdivision Roads Minimum Construction Standards. All lots shall gain access from internal streets. There shall be no direct access from any lot to Union Church Road. The applicant shall receive driveway approval from the North Carolina Department of Transportation prior to construction or final plat approval.

STORMWATER: The applicant’s engineer confirms the stormwater management plans for each phase and that the combined development will comply with the most current edition of the North Carolina Department of Environmental Quality, Division of Water Quality’s Stormwater Best Management Practices manual and that the subdivision shall have systems designed to protect to the 10-year storm level. UTILITIES: All proposed new utilities will be underground unless otherwise noted on preliminary plat.

STREET TREES: The subdivider shall plant or leave at least 1 street tree for each 20 feet of frontage on all streets outside of sight triangles, as illustrated on the preliminary plat. The trees planted shall be a minimum height of 6 feet at the time of installation with the intent to grow to 10 feet within 2 years. Street trees may be installed either before the final plat approval or before certificate of occupancy is issued for each dwelling unit. MAIL KIOSK: A Mail Kiosk will be maintained by Homeowner’s Association.

ADDITIONAL CONDITIONS: In approving an application, the Board of Commissioners may attach fair and reasonable
conditions to the approval which assure that the required findings are upheld. Such conditions
may include, but are not limited to, right-of-way or easement dedication, recreation or open space, buffer provisions, limitation in scale, intensity, and other reasonable restrictions. REQUIRED FINDINGS:
In recommending the Special Use Permit the following findings must be met:
1. The use will not materially endanger the public health or safety; 2. The use meets all required conditions and specifications; 3. The use will not substantially injure the value of adjoining property unless the use is a
public necessity;
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood; and 5. The use will be in general conformity with the approved Moore County Land Use Plan. Action 1.8.5: Support and promote infill development that will optimize the use of
existing infrastructure, Recommendation 3.1: Maximize accessibility among living,
working, and shopping areas, Action 3.1.1: Adopt policies that encourage development of mixed land uses, as appropriate, to provide easy access, reduce travel time, and improve convenience among uses surrounding the County's established towns and villages.
ACTION BY THE SUBDIVISION REVIEW BOARD
The Subdivision Review Board reviewed the application on March 22, 2022 during a scheduled meeting and found the application complete with the recommendations provided within the recommendation below.
RECOMMENDATION Motion: Make a motion to approve / deny the Special Use Permit Neighborhood Conservation "Union Church Road" Preliminary Plat for 53 lots on a 73.77-acre parcel, located on Union Church Road, Carthage NC, owned by James and Carolyn Ring per Deed Book 2368, Page 240.
The developer shall complete the following items before construction begins or as otherwise
indicated: a. Subdivision Decision Sign – The applicant shall post a "Subdivision Decision" sign on the site and provide evidence to the Administrator within 10 days of preliminary plat approval, including contact information of the Administrator, for a minimum of 10 days to notify the
neighbors of the subdivision decision, or the plat shall be null and void.
b. Inspections Schedule – The applicant, prior to commencing any work within the subdivision, shall make arrangements with the Administrator to provide for adequate inspections. c. Street Names – All roads shall comply with the applicable provisions of the "Moore County Road Name and Addressing Ordinance."
d. Utility Construction Plans – Shall be approved by Moore County Public Utilities, Fire
Marshal, and other applicable agencies such as power, telephone, cable, etc. e. NCDOT - Driveway Permit Approval
f. Street Design Standards – The streets including drainage shall be design, constructed, and paved in accordance with the most current edition of NCDOT's "Subdivision Roads
Minimum Construction Standards" as approved by the NCDOT.

g. Sediment Erosion Control Plan Approval by NCDEQ as required h. Soil Evaluations Report – For each lot submitted by a licensed Soil Scientist as approved by
the Moore County Environmental Health Department required before final plat approval.
i. Street Tree Details – approved by the Planning Department (installation and inspection required before a Certificate of Occupancy is issued for each lot) j. HOA – Bylaws and restrictive covenants approved before final plat approval to include that open space, cluster mailboxes, utility easements for cable and power, and street trees will be
maintained by the HOA.
k. All other provisions as indicated in Chapter 18 of the Unified Development Ordinance, and any other applicable local and state requirement, before construction begins and/or final plat approval.
ATTACHMENTS:
Photos of Site Vicinity Map Zoning Map Aerial Map
Submitted Preliminary Plat
Application Hydrant Flow Test Report Preliminary Soil Evaluation Report Deed Book 5203, Page 443

View of subject property

US 1NC
2
4
-
2
7
US 1 BYPASSLOBELIA
Vicinity Map Carthage
Vass
Cameron
Whispering Pines

Subject Property
RA
RA-40
B-1-CZ
RA-40
Zoning Map

Subject Property

Aerial Map

370380380390390390
380
400
410
420
430
440
390
400
410
420
430
44
0
45
0
420410
400
390
4103
7
0430
420
410N41°02'55.42"E156.95'N37°19'20.89"E527.75'N31°10'02.42"E43.34'N31°06'49.18"E43.16'N31°06'48.99"E167.5
4'N78°10'06.15"W
161.73'
N76°04'46.15"W
1814.63'N76°04'46.93"W
157.48'S20°24'36.68"W499.29'S
13
°
20
'0
8
.
41
"
E
56
0
.
36
'
S
1

7
°
5
0
'
3
1
.
3
3
"
E
4
2
7
.
8
2
'N8°56'00.05"E859.88'N8°55'59.49"E79.00'LENGTH= 1620'
60.00'60.00'FIRE HYD.ASSM.
FIRE HYD.ASSM.
FIRE HYD.ASSM.
5
0
.0
0
'
5
0
.
0
0
'
60.00'60
.0
0
'
WETLANDS TYP.6" PVC WL6" PV
C

W
L 2" PVC WL2" PVC
W
L 2" PVC WL2" PVC
W

L6" PVC WL6"

P
V
C

W
L
6" PVC WLPHASE 2
PHASE 1
70.00'70
.
0
0
'
SIGHT TRIANGLE10'x70' (TYP.)
SIGHT TRIANGLE10'x70' (TYP.)WATER MAINCONNECTION
WATER MAINCONNECTION
FIRE HYD.
ASSM.
FIRE HYD.ASSM.
20'
20'
MAIL KIOSK FIRE HYD.ASSM.
R48' TYP.60' PRIVATERIGHT-OF-WAY(TYP.)
60' PRIVATERIGHT-OF-WAY
(TYP.)
WETLANDS TYP.
HANO
V
E
R

D
R
.DUNBAR LN.
DUNBA
R
L
N.BOLTON DR.BYRON
C
T.DELMONT CT.Moore County, North CarolinaUNION CHURCH ROADCONSERVATION SUBDIVISION140 Aqua Shed CourtSurveyingLicense No. P-1095Landscape ArchitectureEngineeringO: 910.420.1437F: 910.637.0096Aberdeen, NC 28315lkcengineering.comLKC Engineering, pllcBYDATESYM.DESCRIPTION
REVISIONS

DATE:
DESIGNED:
DRAWN:
CHECKED:
NO.Township: McNeillGENERAL DEVELOPMENT NOTES
1. THIS SUBDIVISION LAYOUT IS BASED ON THE THE NEIGHBORHOOD CONSERVATIONOPTION FOR A MAJOR SUBDIVISION AS DEFINED IN THE MOORE COUNTY SUBDIVISIONREGULATIONS.2. PROPOSED IMPROVEMENTS SHALL COMPLY WITH ALL LOCAL CODE AND ORDINANCE
REQUIREMENTS.3. ROADS TO BE PRIVATE AND BUILT TO NCDOT STANDARDS.4. MINIMUM LOT WIDTHS ARE PER CONSERVATIONS STANDARDS AS OUTLINED IN THEMOORE COUNTY UDO.5. PROPOSED GRADING IS SCHEMATIC AND REPRESENTS THE GENERAL INTENT OF GRADINGAND DRAINAGE. EXACT GRADING TO BE DETERMINED AT SITE PLAN APPROVAL FOR
CONSTRUCTION.6. SANITARY SEWER SYSTEM TO BE PRIVATE SEPTIC FIELDS PER DWELLING UNIT7. WATERLINE TO BE PUBLIC WITH FIRE HYDRANTS LOCATED 400' ON CENTER ALONGWATERLINE. WATERLINES WILL BE CONSTRUCTED IN ACCORDANCE WITH MOORECOUNTY PUBLIC UTILITY DESIGN STANDARDS AND SPECIFICATIONS.8. ALL PROPOSED NEW UTILITIES WILL BE RUN UNDERGROUND UNLESS NOTED OTHERWISE.
9. OPEN SPACE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION.10. CLUSTER MAILBOXES (MAIL KIOSK) TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION.
11. PER UDO SECTION 18.7 (J) - STREET TREES. THE SUB-DIVIDER SHALL PLANT OR LEAVE ATLEAST 1 STREET TREE FOR EACH 20 FEET OF FRONTAGE ON ALL STREETS, OUTSIDE OFSIGHT TRIANGLES, AS ILLUSTRATED ON THE PRELIMINARY PLAT. THE TREES PLANTEDSHALL BE A MINIMUM HEIGHT OF 6 FEET AT THE TIME OF INSTALLATION WITH THEINTENT TO GROW TO 10 FEET WITHIN 2 YEARS. ¬STREET TREES MAY BE INSTALLED
EITHER BEFORE FINAL PLAT APPROVAL OR BEFORE CERTIFICATE OF OCCUPANCY IS
ISSUED FOR EACH DWELLING UNIT.12. ALL LOTS SHALL GAIN STREET ACCESS FROM INTERNAL STREETS. THERE SHALL BE NODIRECT ACCESS FROM ANY LOT TO UNION CHURCH ROAD AND NO DUAL FRONTINGLOTS SHALL BE PERMITTED.13. FIRE HYDRANTS SHALL BE SPACED A MAXIMUM OF 400' APART.
14. ROADS AND STREET TREES ARE TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.15. ENTRANCE SIGN TO BE DESIGNED, LOCATED, AND PERMITTED UNDER SEPARATESUBMITTAL.
DENSITY CALCULATIONS
PROPERTRY ACREAGE: 73.77 AC.
MINIMUM LOT SIZE: NO MINIMUM SIZE (PER CONSERVATION STANDARDS)MINIMUM LOT SIZE PROVIDED: 20,000 SF
PERMITTED DENSITY (RA -40 ZONING):
GROSS AREA OF PROJECT SITE / 40,000 SF (0.92 AC.)73.77 AC. / .92 AC = 80 DWELLING UNITSPROPOSED DENSITY = 53 DWELLING UNITS
WATERSHED OVERLAY DISTRICT REQUIREMENT:
THE PROPERTY IS WITHIN THE LITTLE RIVER (VASS) WS-III-PWATERSHED REDUCING THE DENSITY TO 2 DWELLING UNITS PER ACREOR 24% MAX IMPERVIOUS AREA.
73.77 AC. X 2 UNITS PER AC.=147 DWELLING UNITS ALLOWED
(MAXIMIUM UNITS ALLOWED: 80 PER UNDERLYING ZONING DISTRICT)
PROPOSED TOTAL DENSITY: 53 DWELLING UNITSPROPOSED PHASES OF DEVELOPMENT: 2 PHASE
OPEN SPACE REQUIRED 30%: 73.77 X 0.30=22.13 AC.

OPEN SPACE PROVIDED: 38.19 AC. (51.7%)
PROPERTY INFORMATION
DEVELOPER:
TRI-SOUTH BUILDERS, INC.
P.O. BOX 805
CARTHAGE, NC, 28327
TEL: (910) 585-0475
OWNER
JAMES W & CAROLYN E RING
4569 UNION CHURCH RD
CARTHAGE, NC, 28327
LOT AREA: 73.77 ACRES
PARCEL ID #: 00034394
PIN #: 950500499380
DEED BOOK: 2368, PAGE: 240
ZONED: RA-40 (COUNTY ZONING)
CURRENT USE: VACANT
WATERSHED: BASIN- CAPE FEAR
STREAM- LITTLE RIVER (VASS) WS-III-P
FLOOD ZONE: THE PROPERTY IS NOT WITHIN A
FLOODZONE PER FEMA MAP# 3710950500, DATED
10/17/2006
WETLANDS: YES
HQW: PROPERTY IS WITHIN A HQW BASIN
TYPICAL ROAD WIDTH: 20'
TYPICAL CUL-DE-SAC RADIUS: 48'
TYPICAL ROAD ROW WIDTH: 60' (PRIVATE)
CUL-DE-SAC BULB ROW RADIUS: 60'
MINIMUM CUL-DE-SAC FRONT: 50'
TOTAL ROAD LENGTH: 3,665 LF
TYPICAL LOT DIMENSION:
APPROX. 100' WIDE x 200' DEEP
TYPICAL LOT SIZE: APPROX. 20,000 SF
SMALLEST LOT SIZE: 20,000 SF
LOT SETBACKS: FRONT: 10'
SIDE: 10'
REAR: 10'
SUBDIVIDE EXISTING VACANT LANDINTO A CONSERVATION RESIDENTIAL SUBDIVISION.
PROJECT DATA:
TOTAL PROJECT AREA: 73.77 ACRESRESIDENTIAL LOTS: 53RIGHT-OF-WAY AREA: 5.69 ACRESOPEN SPACE AREA: 38.19 ACRESAREA TO BE SUBDIVIDED:
37.77 ACRES (INCLUDING ROW)
ROAD LENGTH: 3,665 LFROAD IMPERVIOUS: 2.73 ACRES
TOTAL IMPERVIOUS: 2.73 ACRES (EXCLUDING LOTS)
WATER TO BE PROVIDED BY MCPUSANITARY SEWER TO BE PROVIDED BY PRIVATESEPTIC

BUFFERS: NONE REQUIRED
VICINITY MAP
SCALE: 1" = 1000'
U
N
I
O
N

C
H
U
R
C
H

R
D
HENDERS
O
N
R
D
SITE
SCALE: 1 " = 100'-0"
1 PRELIMINARY PLAT SITE PLAN
L -01 L-01
2-07-2022PRELIMINARY PLATEXISTING 16" WATERLINE
(MCPU)McINTOSH ROAD30' PRIVATE
RIGHT-OF-WAY
SIREN ACTIVATED
EMERGENCY ACCESS GATE
GRAVEL ALL-WEATHER EMERGENCY
VEHICLE ACCESS ROAD (20' WIDE)
TYPICAL CUL-DE-SAC
SEE DETAILL-02
2
TYPICAL CUL-DE-SAC
SEE DETAILL-02
2
TYPICAL CUL-DE-SAC
SEE DETAIL L-02
2
TYPICAL CUL-DE-SAC
SEE DETAILL-02

2

NOTE:

NO SURVEY WAS PERFORMED, ALL BEARINGS

AND DISTANCES OBTAINED FROM GIS DATA.

1"=100 FEET

TYPICAL CUL-DE-SAC

SEE DETAIL L-02

2

got ¥

Moore County, North CarolinaUNION CHURCH ROADCONSERVATION SUBDIVISION140 Aqua Shed CourtSurveyingLicense No. P-1095Landscape ArchitectureEngineeringO: 910.420.1437F: 910.637.0096Aberdeen, NC 28315lkcengineering.comLKC Engineering, pllcBYDATESYM.DESCRIPTION
REVISIONS
DATE:
DESIGNED:
DRAWN:
CHECKED:
NO.Township: McNeill10' ASPHALT PAVING
2%2%2 1
3
1
2
3
20' TOTAL PAVEMENT WIDTH
STORMWATER SWALE
STREET TREE, PLANTED AT TIME OF
HOUSE CONSTRUCTION BY BUILDER
60' RIGHT-OF-WAY WIDTH
5' PLANTING STRIP
FOR STREET TREES
5' PLANTING STRIP
FOR STREET TREES
6' SHOULDER 6' SHOULDER R60.00'60.00'ROW20.00'PAVEMENTR48.00'R30.00'R25.00'R
3
0
.
0
0
'

Certificate of Ownership and Dedication

I hereby certify that I am the owner of the property shown and described hereon, which is located within the subdiision regulation jurisdisction of Moore County, North Carolina, that I hereby freely adopt this plan of subdivision and dedicate all streets, alleys, parks, open space, and other sites and easements to public or private use as noted, and that I will maintain all such areas until the offer of dedication is accepted by the appropriate public authority.

Owner Date
Owner Date
(Notarized)Date

Voluntary Agricultural Proximity Statement

These parcels are located near an area that is presently used for agricultural purposes. Normal agricultural operations may conflict with residential land use. NC Law (General Statutes Section 106-701) provides some protection for existing agricultural operations against nuisance laws.

Public Water Supply Watershed Protection Certificate
I certify that the plat shown hereon complies with the Moore County Watershed Ordinance and is approved by myself, as agent for the Watershed Review Board for recording in the Moore County Register of Deeds Office.
Subdivision Administrator Date
NOTICE: This property is located within a Public Water Supply Watershed - Development Restrictions may apply.
Any engineered stormwater controls shown on this plat are to be operated and maintained by the property owners and/or a property owners' association pursuant to the Operation and Maintenance Agreement filed with the Office of the County Register of Deeds in Book Page .
Certificate of Preliminary Major Subdivision Plat Approval
I hereby certify that the Subdivision review Board of Moore County, North Carolina approved on the day of , 20
the preliminary plan of subdivision as shown on this plat. Preliminary approval is valid for a period of 24 months from the above date or as established under the vested rights procedures, if applicable.
Subdivision Administrator Date
Storm Water Control Statement
I hereby certify that the subdivision of property shown and described hereon has systems designed o protect to the ten (or) twenty-five year storm level and were designed and constructed to NCDOT standards.
Date Licensed Professional
Seal License Number
I , a Professional Land Surveyor
L-, certify that this plat is of a survey that created a
subdivision of land within the area of the county or municipality that
has an ordinance that regulates parcels of land.
Professional Land Surveyor
Registration Number Date
NOT TO SCALE
1 TYPICAL STREET SECTION
L -02
L-02
02-07-2022PRELIMINARY PLATNOT TO SCALE
2 TYPICAL CUL-DE-SAC LAYOUT
L -02
3 SIGNATURE BLOCKS
L -02
got É

Agenda Item:
Meeting Date: 5/16/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline Xiong, Finance Director, Tami Golden, Budget Manager/Internal Auditor, and Terra Vuncannon, Purchasing Manager

DATE: May 16, 2022

SUBJECT: ARP – American Rescue Plan – Adoption of the required written policies for Federal Compliance for the County of Moore

PRESENTER: Caroline Xiong/Tami Golden/Terra Vuncannon

REQUEST:
Make a motion to adopt the following written (ARP) American Rescue Plan policies #1-#9 for Federal compliance prior to any ARP funding being encumbered to be spent using the ARP funds.

Required Policies
1. General Finance Management & Internal Controls Policy
2. Eligible Projects
3. Cost Principles/Allowable Cost Policy
4. Conflict of Interest Policy
5. Nondiscrimination Policy
6. Records Retention Policy

Optional Policies
7. Subaward Policy
8. Program Income Policy
9. Property Management Policy
10. Update to Procurement Policy* (see note below)

*Procurement Policy may be required to be updated with language added regarding the ARP Plan. We are awaiting clarification to determine if any updates may be required or if the policy includes the proper documentation needed as they are currently written. Policy #10 is not included in this approval at this time.

BACKGROUND:
• The County of Moore has been awarded $19,594,757 under the American Rescue Plant Act of 2021 (CSLFRF). This funding will come in two tranches. The County has received the first tranche of $9,797,378.50 in May 2021 and the balance will be delivered approximately 12 months later. The Final Rule permits funds to be used to cover costs beginning on March 3, 2021. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

• At the ARP Work Session on February 9th, 2022, the recommendation from staff was to select the standard of allowance of $10 million since the County did not report any lost revenue with the lost revenue growth formula (slightly modified with the Final Rule) provided by the U.S. Treasury. The standard allowance will minimize the reporting burden while maximizing the benefit of the funds by giving us greater flexibility in uses and timing. The funds can be spent on allowable general government services such as salaries/fringe benefits, capital/operating purchases, professional services, and capital projects. Ineligible general government uses are pension fund contributions, debt payments, financial reserves, settlements/judgements, violates conflict of interest provision, violates state/federal laws, and discourages compliance with CDC.

• On March 1, 2022, the Board of Commissioner approved a Grant Project Ordinance for the following projects:

1) $4,797,378 for Broadband Projects
2) $2,398,689 for Moore County Public Utilities Projects
3) $2,398,690 for Water Pollution Control Plant Projects
4) $10,000,000 for Revenue Replacement Standard Allocation – Public safety salaries & fringe benefits for period of July 1, 2021, through December 31, 2024

IMPLEMENTATION PLAN:
Approve the Required Policies (#1-6) and Optional Policies (#7-9) prior to any funds/projects being encumbered.

FINANCIAL IMPACT STATEMENT:
Approved the required and optional policies (#1-9) to proceed with the encumbrance of funds/projects.

RECOMMENDATION SUMMARY:
Make a Motion to adopt the required (ARP) American Rescue Plan required and optional written policies #1 - #9 for the County of Moore and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:
Policies (#1 - #9)

County of Moore General Financial Management and Internal Controls
Policy To comply with The Green Book and The Expenditure of
American Rescue Plan (ARP)/Coronavirus State and Local Fiscal
Recovery Funds (CSLFRF) by North Carolina Local Governments

The County of Moore complies with The Green Book: https://www.gao.gov/greenbook for all expenditures of the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by North Carolina Local Governments. The Green Book sets internal control standard for federal entities or Local Governments receiving federal funds.

Policy Purpose: To document how the management of the County of Moore has fulfilled its responsibility for implementing and maintaining a sound and comprehensive framework of internal controls. Internal controls are vital for identifying and addressing major performance and management challenges and areas at greatest risk of fraud, waste, abuse, and mismanagement.

Internal Control Policy Definition: Internal Control is a process which is designed by an entity's oversight, body, management, and other personnel that provides reasonable assurance that the objectives of an entity will be achieved.in the categories of:
• (1) Reporting - reliability of financial reporting for internal and external use; and
• (2) Operations - effectiveness and efficiency of operations; and
• (3) Compliance - compliance with applicable laws and regulations.

Internal Control System Definition: An internal control system is a continuous built-in component of operations, effected by people, that provides reasonable assurance, not absolute assurance, that an entity's objectives will be achieved. It is a series of actions that occur throughout an entity that guide its operations and is a part of the organizational structure to help managers achieve the entity's objectives on an ongoing basis. People make internal controls work. Management is responsible for an effective internal control system.

Components of an Effective Internal Control System: Understanding the five components of the process is vital to properly structuring, implementing, and maintaining cost-effective internal controls. The five components represent the highest level of the hierarchy of standards for internal controls and must be effectively designed, implemented, and operated together in an integrated manner for an internal control system to be effective. The five components are as follows:
1. Control environment is the foundation for an internal control system which provides the cultural atmosphere for human behavior within an organization.
Several key factors expected of management include: a. The oversight body and management should demonstrate a commitment to
integrity and ethical values; and
b. The oversight body should oversee the entity's internal control system;

and

c. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives; and

d. Management should demonstrate a commitment to recruit, develop, and retain competent individuals and e. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

2. Risk Assessment is necessary after management establishes certain objectives in order to anticipate and compensate for factors which may prevent management from fulfilling their responsibilities and goals. This assessment provides the basis for developing appropriate risk responses. Management assesses the risks the entity faces from both internal and external audit sources. The key factors of Risk Assessment include:

a. Management should define objectives clearly to enable the identification of risks and define risk tolerances; and b. Management should identify, analyze, and respond to risks related to achieving the defined objectives; and c. Management should consider the potential for fraud when identifying, analyzing, and responding to risks; and

d. Management should identify, analyze, and respond to significant changes that could impact the internal control system. 3. Control activities are the actions management establishes through policies and procedures, actions, or activities that help ensure that management's directives are carried out. They may consist of policies, physical actions, hardware or software processes, or procedures such as segregation of duties. The control activities include: a. Management should design control activities to achieve objectives and respond to risks; and

b. Management should design the entity's information system and related control activities to achieve objectives and respond to risks; and c. Management should implement control activities through policies. 4. Information and communication internal control features focus on the entity's human and technological systems to ensure that effective and quality information is vital for an entity to achieve its objectives that support the internal control system as related to internal as well as external events. a. Management should use quality information to achieve the entity's objectives. b. Management should internally communicate the necessary quality information to achieve the entity's objectives.

c. Management should externally communicate the necessary quality information to achieve the entity's objectives. 5. Monitoring is the activities management establishes and operates to access the quality of performance over time and promptly resolve the findings of audits and other reviews. Conducting internal controls on an ongoing basis is essential to make sure they are functioning as intended, and if not, for effective corrective

action to be taken. Corrective actions are a necessary complement to control activities in order to achieve objectives.
a. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
b. Management should remediate identified internal control deficiencies on a timely basis.
Limitations of Internal Controls. In this imperfect world, there are several factors which can reduce the effectiveness of internal controls.
1. Cost-effectiveness. The cost of a control in dollars or staff time should not outweigh the potential benefit. 2. Management override can easily circumvent control procedures, whether for expediency or personal benefit.
3. Unintended snafus such as employee errors, mistakes in judgment, carelessness, or misunderstanding of instructions can be impediments. 4. Collusion is the intentional act of two or more employees to circumvent existing controls. This is usually hard to detect, and the difficulty increases with the authority level of the employee.

Management Objectives. The purpose of internal controls is to help ensure the following management objectives and management oversight are met: 1. Safeguarding Assets. The County is responsible for prudent stewardship of all items acquired with taxpayer funds including infrastructure, buildings, software, supplies, and cash, and for protecting other intangible items necessary for business functioning such as customer and employee information. 2. Integrity of financial information. Financial information is accurate, complete, properly authorized and valued, and produced in a timely manner. 3. Compliance with laws and regulations. The County's financial operation complies with all state and federal requirements, current Generally Accepted Accounting Principles and Governmental Auditing Standards (GAAP and GAGAS), all provisions of the bond order and related financial obligations, and any applicable grant and Green Book Regulations. 4. System promotes operational efficiency. Controls are cost-effective and easy to maintain working as intended according to approved policy.

County Internal Controls in Place 1. Control Environment – These controls include but are not limited to the following:
a. Keeping core values of trust, honesty, and accountability at the heart of management decisions and personnel evaluations; and b. Using credit checks as part of the hiring process to avoid finance employees with personal financial issues; and c. Hiring qualified financial personnel and providing continuing training and educational opportunities and encouraging appropriate certifications and ethics training; and d. Annual audit by well-qualified external CPA firm; and

e. Requiring responsible employee authorization for all accounting transactions; and
f. Identity Theft Prevention Program and identity of 'Red Flags;' and
g. This is not an exhaustive listing, there may be others as identified

2. Risk Assessment and Control Procedures
Area Risk Control Procedures
Cash Employee could pocket cash received from customers
Separate functions of receiving payments & making bank deposit, posting payments, and authorizing write-offs to customer accounts
Cash Employee could pocket cash using false invoice
• Separate functions of requisitioning, ordering, receiving, and approving invoices.
• Invoices reviewed during check-signing process by Financial Services Director or his/her designee.
Cash Employee could pocket cash from petty cash box
Petty cash custodian has locked box and original receipts must be signed by employee receiving cash.
Reimbursement reconciliation reviewed by Finance staff during replenishment.
Cash Criminals could try to steal cash by altering or counterfeiting County check
Positive pay protection with bank where checks are not honored without advance notice to bank from County of check number and corresponding amount.
Cash Criminals could try to steal cash by forging ACH draft
Positive pay protection with bank where drafts are not honored by bank without advance notice from

County staff
Cash Employee could try to steal
cash using blank check
• Check stock locked in Finance
area
• Accounting staff verifies
beginning and ending check
numbers used by AP staff
• Two signatures required on
checks
Cash Cash transaction could be
recorded improperly, such as
typo error or NSF check
notification not received
from bank
Employee who does not record any
cash transactions reconciles bank
statement by 15th of following
month

Area Risk Control Procedures
Investments Investment could be
susceptible to theft
• Have contractual arrangement
with third-party financially
reputable custodial company to
take delivery of investment
before funds released to seller.
• Internal reconciliation of
purchase and sale confirmations
on monthly statement from
custodian by employee other
than those who authorize and
execute
Investments Investments and/or related
income could be improperly
recorded
• Compare financial records with
statements prepared by
custodian
• Investment reports to Board
• Accounting staff complying
with GASB 40 guidance
Investments Investments not allowed
under NC law could be
purchased
• Adopted Fiscal Guidelines
Policy clearly identifying
allowable investments
• Authorization and execution of
trades separated duties
• Semi-annual report of
investments to LGC
Revenues Revenues could be
improperly recorded or not
received in their entirety
• Separated duties of billing and
recording payments
• Daily bank deposits and
recording revenue
• Monthly revenue reports to
Department Directors

• Monthly review and analysis of billing and consumption data
• Write-off authorization limited to Board of Commissioners approval

Debt Debt could be issued improperly

• All debt authorized by Board under auspices of LGC (Local Government Commission)

Area Risk Control Procedures
Debt Debt service could be under-
paid or inadvertently missed
• Annual schedule of debt service
corroborated with LGC and
Trustee
• Trustee notifies Director of
Finance if Finance Staff does not
remit sufficient funding
Debt Outstanding Debt could be
misreported in financial
statements
• Annual schedule of debt service
corroborated with LGC and
Trustee
• Accounting staff aware of
disclosure checklists and
requirements
Debt Arbitrage liability incorrectly
computed or recorded
• Deposit of all bond proceeds into
separate NCCMT fund or First
Bank account Annual arbitrage
calculations by contracted
professional
Debt Violation of debt covenants • Management aware of provisions
of bond order
• Allowable ratio computed annually
and included in notes to financial
statements
• Annual review of provisions and
notification to Trustee and other
NMSRs that there were no
violations
Expenditures Unauthorized or unavailable
funds could be expended
• Board-approved budget entered
into accounting software which
notifies Finance staff if funds are
unavailable in line item
• Password system on accounting
software used to validate identity

- Items on Purchase orders must be received in software before payment allowed
- Invoices must be approved for payment by authorized supervisor/Division Director
- Contracts are pre-audited by the Finance Director or the Assistant Finance Director or Designee

Area Risk Control Procedures
Expenditures Incorrect amounts could be
recorded, or correct amounts
omitted
• Discrepancies between amount
authorized and paid must be
resolved before Purchase Order
can be closed during periodic
reconciliations
• Department Directors receive
monthly budget-to-actual
expenditure reports and detail
Capital Assets Capital Assets purchased
could be incorrectly omitted
from financial records
• Internal Auditor and external
auditors carefully examine
expenditures posted to capital
equipment account and other
large expenditures
• Records of infrastructure can
support financial amounts
• Physical inventories taken
every year with unique asset
identifier reconciling GL with
subsidiary capital asset
software.
Capital Assets Capital Assets no longer in
service inadvertently left on
financial records and/or
impairment not properly
disclosed
• Physical inventories every year
with departmental staff
• Infrastructure records can be
compared to capital asset ledger
Capital Assets Assets could be lost due to
theft, employee error or
casualty
• Adequate property and liability
coverage maintained
• Moveable assets tagged with

County name and unique identifier number

• Buildings and storage areas locked after hours

Inventory Items removed from warehouse not properly recorded

• Warehouse staff on duty during working hours who releases and records items

• Warehouser and Internal Auditor performs test inventory counts during the year and any significant discrepancies in inventory amounts are investigated

Inventory Items purchased not properly
recorded in perpetual
inventory system

• Item numbers used on PO carry
through in software module
when recording receipt of items

Inventory Value of items not properly
recorded in financial
statements

• Finance Director and/or
Internal Auditor can investigate
discrepancies
• Annual inventory identifies
obsolete or damaged items

Purchasing Possible violation of state
procurement laws

• Policy and procedure manual
incorporates legal mandates

Purchasing Risk of not getting best
value for ratepayer dollars

• Follow formal and informal bid
procedures in policy based on
state law and best practices
• Frequent RFPs and bidding for
repeat or continuing contracts

Payroll Payments not to be made to
persons not employed by
County of Moore

• New hire and termination forms
authorized by Department Head
and HR Manager prior to
receipt by Payroll
• Timesheet submission required
for all employees
• Internal Auditor conducts
“phantom” employee audits
• Budget to actual monthly
expense report to supervisors

Payroll Amounts paid and/or
deducted are incorrect

• Payroll file is maintained to
document current pay rates and
all deductions

- Periodic audit of payroll file to verify rates and deductions
- Paystub distributed with detail for employee verification

Area Risk Control Procedures
Red Flags Presence of suspicious
personal identifying
information or suspicious
documents
• Monitor a covered account for
evidence of identity theft
• Change any passwords, security
codes or other security devices
that permit access to a covered
account
Red Flags Alerts, notifications, or other
warnings received from
consumer reporting agencies
or service providers, such as
fraud detections services or
from County departments
• Conduct periodic audits for
assessing the degree of risk
posed and report ways to
prevent and mitigate identity
theft based on the findings
• Identify the Risk and come up
with ways to prevent and
mitigate that risk in the future

3. Red Flags. The County of Moore is committed to maintaining an Identity Theft Prevention Policy that is current with the ever-changing crime of identity theft. To that end, the County of Moore will reassess the Identity Theft Policy on an annual basis. In reassessing the policy, the County of Moore will add/delete Red Flags as necessary, to reflect changes in risks to customers or to the safety and soundness of the County of Moore from identity theft. Administration is responsible for developing, implementing, and updating the Identity Theft Program.

The County Manager will task Administrative Staff and Department Directors who will be responsible for Program administration, for ensuring appropriate training of County staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

4. Monitoring Internal Controls. On a periodic basis, the Internal Auditor or designee will monitor the effectiveness of these controls and propose any modifications as indicated. Also, any malfunctioning of internal controls discovered by external

auditors will be immediately investigated by the County Manager the Internal Auditor and appropriate remedial action will be taken and documented.

5. Misuse of County Assets. Any employee who becomes aware of the misuse or potential misuse of County assets shall immediately notify the Internal Auditor. If the Internal Auditor or the Finance Director is involved in the misuse or potential misuse, the employee shall immediately notify the County Manager. The County Manager, as appropriate, shall investigate and take appropriate action.

Authority: North Carolina General Statutes 159-25(a)(1) charges the Finance Officer with keeping the books of the government "in accordance with generally accepted principles of governmental accounting and the rules and regulations of the [Local Government] Commission. Statements on Auditing Standards (SAS) Numbers 55, 94, and 112 provide authoritative guidance for establishing and managing internal controls, and the North Carolina State Treasurer's Manual prescribes internal control functions.

Reference Materials:

- Miller 2002 GAAS Guide Standards for Internal Control in the Federal Government issued by the United States General Accounting Office
- Evaluating Internal Controls: A Local Government Manager's Guide by Stephen J. Gauthier, published by GFOA
- NC Department of State Treasurer Policies Manual—Internal Controls Chapter
- GFOA Recommended Practice—Enhancing Management Involvement with Internal Control (2004)
- GAO Standards for Internal Control in the Federal Government by the Comptroller General of the United States September 2014 (Green Book)

This Policy ADOPTED, this the16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

MOORE COUNTY'S ELIGIBLILTY DETERMINATION POLICY FOR THE
EXPENDITURE OF AMERICAN RESCUE PLAN ACTOF 2021 CORONAVIRUS
STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, the County of Moore, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and
WHEREAS, the US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and
WHEREAS, the funds may be used for projects within these categories, to the extent authorized by state law which includes:
1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff; and
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector; and
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; and
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS, the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the Assistance Listing; and
WHEREAS, the US Treasury has issued a Compliance and Reporting Guidance v.2.1 (November 15, 2021) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and
WHEREAS the Compliance and Reporting Guidance states on page 6 that per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.
NOW THEREFORE, BE IT RESOLVED that the County of Moore hereby adopts and enacts the following Eligibility Determination Policy for

for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds.This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the County of Moore will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

The US Treasury issued its Final Rule regarding use of ARPA funds on January 6, 2022. The Final Rule)identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026, will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff; and
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector; and
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; and
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury’s Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability. (Routine contributions as part of a payroll obligation for an eligible project are allowed.); and
2. To borrow money or make debt service payments; and
3. To replenish rainy day fund(s) or other financial reserves; and
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding. (There is an exception to this prohibition if the settlement or judgment requires the County of Moore to provide services to respond to the COVID-

19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.); and

5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19; and
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c). and
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The County of Moore, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All County of Moore employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding must be made in writing and include all the following: (See The Eligibility Determination Worksheet attached hereto and incorporated by reference as Exhibit 1.

a. A brief description of the project; and
b. Identification of ARP/CSLFRF Expenditure Category (EC). (A list of ECs in in the Appendix to the US Treasury Compliance and Reporting Guidance.); and
c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the Final Rule and Final Rule Overview prior to submitting a proposal; and
d. A proposed budget, broken down by cost item, in accordance with the County of Moore’s Allowable Cost Policy.
e. A project implementation plan and estimated implementation timeline. (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)

Requests for funding must be submitted to the Finance Director or his/her Designee for approval. All requests will be reviewed by the Finance Director for ARP/CSLFRF compliance and by The ARP Team for allowable costs and other financial review , and

2. No ARP/CSLFRF may be obligated or expended before final authorized approval by the Board of Commissioners, and/or the County Manager and/or his/her designee. The Board of Commissioner approval is required for all ARP budget amendments; and
3. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal; and
4. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by Finance Director and/or his/his designee and may require a budget

amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Finance Director and/or his/his designee immediately; and

5. The Finance Director and/or his/her designee must collect, and document required information for each EC, for purposes of completing the required Project and Expenditure reports; and

6. The Finance Director and/or his/her designee must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

COUNTY OF MOORE'S POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT (ARP)/CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS, the County of Moore has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS, the funds may be used for projects within the following categories, to the extent authorized by state law:

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; and
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; and
3. Replace lost public sector revenue and using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers and offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

ARP/CSLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that ARP/CSLFRF Funds may not be used for a non-

Federal cost share or match were prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury’s Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the ARP/CSLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the ARP/CSLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the ARP/CSLFRF award such as the cost of facilities or administrative functions like a director’s office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses: In general, certain employees’ wages, salaries, and covered benefits are an eligible use of ARP/CSLFRF award funds; and

WHEREAS, Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS, Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

(a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices; and

(b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award; and
(c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award; and
(d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles and must provide for adequate documentation to support costs charged to the Federal award; and
(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered; and
(f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles; and
(g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award.
NOW THEREFORE BE IT RESOLVED that the governing board of the County of Moore hereby adopts and enacts the following US Cost Principles Policy for the expenditure of ARP/CSLFRF funds as follows:
COUNTY OF MOORE’S POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT (ARP)/CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) BY NORTH CAROLINA LOCAL GOVERNMENTS

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The County of Moore shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with Moore County Administration and Moore County Financial Services (County Manager, Assistant County Manager, Budget Manager/Internal Auditor, Finance Director, and Accounting & Grants Manager), who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to Moore County Administration and Moore County Financial Services (County Manager, Assistant County Manager, Budget Manager/Internal Auditor, Finance Director, and Accounting & Grants Manager). As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be necessary to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project; and
- Whether the cost is identified in the approved project budget or application: and
- Whether the cost aligns with identified needs based on results and findings from a needs assessment; and
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

Whether the cost is a type generally recognized as ordinary and necessary for the operation of the County of Moore or the proper and efficient performance of the federal award; and

The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award; and

Market prices for comparable goods or services for the geographic area; and

Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the County of Moore, its employees, the public at large, and the federal government; and

Whether the County of Moore significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost; and

2. Be allocable to the ARP/CSLFRF federal award. A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. Be authorized and not prohibited under state or local laws or regulations.

4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.

5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the County of Moore.

6. Be accorded consistent treatment. A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. A cost must be treated consistently for both federal award and non-federal award expenditures.

7. Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.
8. Be net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms. Reference Section V. of the County of Moore's Program Income Policy as related to the expenditure of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds by North Carolina local governments.
9. Be adequately documented.

SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

Department Director(s) or his/her Designee working on the specific project(s) responsible for determining cost allowability must be familiar with the Selected Items of Cost. The COUNTY OF MOORE must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Department Director(s) working on the specific project(s) or his/her Designee personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, COUNTY OF MOORE regulations, and program-specific rules may deem a cost as unallowable, and Department Director(s) working on the specific project(s) or his/her Designee personnel must follow those non-federal rules as well.

Exhibit A which is attached hereto and incorporated by reference identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than

one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.
For indirect costs, the County of Moore may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe; and

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction; and

(3) Costs of the judicial branch of a government; and

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For Indian tribes and Councils of Governments (COGs) (see definition for Local government in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, an ARP Team Member (County Manager, Assistant County Manager, Finance Director, Budget Manager/Internal Auditor, or his/her Designee) AND Department Director(s) or his/her Designee with the specific project must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and before obligating or expending any ARP/CSLFRF funds.

• Local government personnel must submit proposed ARP/CSLFRF projects to ARP Team Members for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.

• Along with a general review of project eligibility and conformance with other governing board management directives, ARP Team Members must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury

• If a proposed project includes a request for an unallowable cost, the ARP Team Members will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

• Once a proposed project budget is pre-approved by ARP Team Members, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the two designated ARP Team Members must perform a second review to ensure that actual expenditures comprise allowable costs.

• All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the two designated ARP Team Members will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.

• The two designated ARP Team Members must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

• If all cost items are deemed allowable and properly allocable, the two designated ARP Team Members must proceed through the local government's normal disbursement process.

• If any cost item is deemed unallowable, the two designated ARP Team Members will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The two designated ARP Team Members may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The County of Moore's governing board must approve any allocation of other funds for this purpose.

• The two designated ARP Team Members must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
MOORE COUNTY CLERK TO THE BOARD

EXHIBIT A

Selected Items of Cost Uniform Guidance
General Reference
Allowability
Advertising and public relations costs 2 CFR § 200.421 Allowable with restrictions
Advisory councils 2 CFR § 200.422 Allowable with restrictions
Alcoholic beverages 2 CFR § 200.423 Unallowable
Alumni/ae activities 2 CFR § 200.424 Not specifically addressed
Audit services 2 CFR § 200.425 Allowable with restrictions
Bad debts 2 CFR § 200.426 Unallowable
Bonding costs 2 CFR § 200.427 Allowable with restrictions
Collection of improper payments 2 CFR § 200.428 Allowable
Commencement and convocation costs 2 CFR § 200.429 Not specifically addressed
Compensation – personal services 2 CFR § 200.430 Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits 2 CFR § 200.431 Allowable with restrictions
Conferences 2 CFR § 200.432 Allowable with restrictions
Contingency provisions 2 CFR § 200.433 Unallowable with exceptions
Contributions and donations 2 CFR § 200.434 Unallowable (made by non-federal entity); not reimbursable but value may be used as cost
sharing or matching (made to non-federal
entity)
Defense and prosecution of criminal and
civil proceedings, claims, appeals and patent
2 CFR § 200.435 Allowable with restrictions

infringements
Depreciation 2 CFR § 200.436 Allowable with qualifications
Employee health and welfare costs 2 CFR § 200.437 Allowable with restrictions
Entertainment costs 2 CFR § 200.438 Unallowable with exceptions
Equipment and other capital expenditures 2 CFR § 200.439 Allowability based on specific requirement
Exchange rates 2 CFR § 200.440 Allowable with restrictions
Fines, penalties, damages and other
settlements
2 CFR § 200.441 Unallowable with exceptions
Fund raising and investment management
costs
2 CFR § 200.442 Unallowable with exceptions
Gains and losses on disposition of
depreciable assets
2 CFR § 200.443 Allowable with restrictions
General costs of government 2 CFR § 200.444 Unallowable with exceptions
Goods and services for personal use 2 CFR § 200.445 Unallowable (goods/services); allowable
(housing) with restrictions
Idle facilities and idle capacity 2 CFR § 200.446 Idle facilities - unallowable with exceptions;
Idle capacity - allowable with restrictions
Insurance and indemnification 2 CFR § 200.447 Allowable with restrictions
Intellectual property 2 CFR § 200.448 Allowable with restrictions
Interest 2 CFR § 200.449 Allowable with restrictions
Lobbying 2 CFR § 200.450 Unallowable
Losses on other awards or contracts 2 CFR § 200.451 Unallowable (however, they are required to be
included in the indirect cost rate base for

allocation of indirect costs)
Maintenance and repair costs 2 CFR § 200.452 Allowable with restrictions
Materials and supplies costs, including costs
of computing devices
2 CFR § 200.453 Allowable with restrictions
Memberships, subscriptions, and
professional activity costs
2 CFR § 200.454 Allowable with restrictions; unallowable for
lobbying organizations
Organization costs 2 CFR § 200.455 Unallowable except federal prior approval
Participant support costs 2 CFR § 200.456 Allowable with prior approval of the federal
awarding agency
Plant and security costs 2 CFR § 200.457 Allowable; capital expenditures are subject to
§ 200.439
Pre-award costs 2 CFR § 200.458 Allowable if consistent with other allowabilities
and with prior approval of the federal awarding
agency
Professional services costs 2 CFR § 200.459 Allowable with restrictions
Proposal costs 2 CFR § 200.460 Allowable with restrictions
Publication and printing costs 2 CFR § 200.461 Allowable with restrictions
Rearrangement and reconversion costs 2 CFR § 200.462 Allowable (ordinary and normal)
Recruiting costs 2 CFR § 200.463 Allowable with restrictions
Relocation costs of employees 2 CFR § 200.464 Allowable with restrictions
Rental costs of real property and equipment 2 CFR § 200.465 Allowable with restrictions
Scholarships and student aid costs 2 CFR § 200.466 Not specifically addressed
Selling and marketing costs 2 CFR § 200.467 Unallowable with exceptions

Specialized service facilities 2 CFR § 200.468 Allowable with restrictions
Student activity costs 2 CFR § 200.469 Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax) 2 CFR § 200.470 Allowable with restrictions
Termination costs 2 CFR § 200.471 Allowable with restrictions
Training and education costs 2 CFR § 200.472 Allowable for employee development
Transportation costs 2 CFR § 200.473 Allowable with restrictions
Travel costs 2 CFR § 200.474 Allowable with restrictions
Trustees 2 CFR § 200.475 Not specifically addressed

CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF THE COUNTY OF MOORE COUNTY OF MOORESUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

* * * * * * * * *

I. Scope of Policy

a. Purpose of Policy. This Conflict-of-Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when the County of Moore enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).1

1 Note to Draft: The Uniform Guidance requires recipients and subrecipients of Federal financial assistance to "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts." 2 C.F.R. § 200.318(c)(1) (emphasis added). It further prohibits any "employee, officer, or agent" of a recipient or subrecipient from participating in the "selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest." Id. (emphasis added) (As used in 2 C.F.R. § 200.318(c)(1), the term "contract" has a technical definition. See 2 C.F.R. § 200.1 ("Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services need to carry out the project or program under a Federal award. . . . See also the definition of subaward in this section.")). While the restriction applies to "contracts" into which recipients and subrecipients enter, it does not expressly apply to the selection, award, or administration of subawards—and no other provision in the Uniform Guidance directly addresses prohibited conflicts of interest in making or administering a subaward. For example, the Uniform Guidance does not directly address whether a recipient County of Moore of local government could make a subaward to a nonprofit organization when a member of the County of Moore's governing board serves as a director, officer, or employee of a proposed subrecipient.

2 C.F.R. § 200.112 separately requires each Federal awarding agency to "establish conflict of interest policies for Federal awards"—and in such policies, some federal agencies have extended the conflict of interest standards in 2 C.F.R. § 200.318(c)(1) to the selection, award, and administration of subawards. See, e.g., Environmental Protection Agency, Financial Assistance Conflict of Interest Policy, Amended Grants Policy Issuance (GPI) 15-02, § 4.0(d) (hereinafter "EPA COI Policy"); (requiring recipients to disclose "[conflicts of interest] similar to those described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of a pass-through entity or members of their Immediate Family by subrecipients or their procurement contractors receiving EPA funding under a subaward") (emphasis added). In responding to "frequently asked questions" on the Uniform Guidance, the Chief Financial Officers' Council ("CFO Council") has indicated its view that the "policies" to which 2 C.F.R. § 200.112 refers might cover "how a non-Federal entity expends funds under a Federal award" and that "[t]hese types of decisions include . . . selection of a subrecipient or procurements as described in section 200.318."

(emphasis added). See 2014, 2017, and 2021. While the CFO Council's interpretations are not binding upon any federal agency, federal agencies and others often cite them when addressing ambiguities in the Uniform Guidance. In
2016, the Council on Governmental Relations ("COGR"), an association of research universities, expressed its concern to OMB that the "open-ended structure of § 200.112[] gives the County of Moore the opportunity to develop conflict of interest policies outside of the procurement requirement [of 2 C.F.R. § 200.318(c)(1)]", and noted that pursuant to § 200.112, federal agencies had adopted a wide range of conflict-of-interest policies with conflicting definitions and requirements. See Letter from Council on Governmental Relations to Office of Management and Budget (July 8, 2016). COGR also requested that the CFO Council clarify its Uniform Guidance FAQs to eliminate a reference to selection of "subrecipients" in addressing the intended scope of a conflict-of-interest policy that a federal
agency adopts pursuant to 2 C.F.R. § 200.112. See id. OMB has not addressed any of COGR's concerns.

The U.S. Department of the Treasury has not comprehensively addressed how a recipient County of Moore of local government should address potential conflicts of interest when making subawards of Fiscal Recovery Funds. The Final Rule provides that "[r]ecipients may avoid conflicts of interest in . . . making subrecipient awards by, inter alia, . . . utilizing a competitive grant process, . . . [and that a] recipient may not use control over [Fiscal Recovery Funds]

b. Application of Policy. This Policy shall apply when the County of Moore (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.2

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II:
Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

a. “COI Point of Contact” means the individual identified in Section III(a) of this Policy.

b. “Contract” means, for the purpose of Federal Financial Assistance, a legal instrument by which the County of Moore purchases property or services needed to carry out a program or project under a Federal award.

c. “Contractor” means an entity or individual that receives a Contract.

d. “Covered Individual” means a Public Officer, employee, or agent of the County of Moore.3

for their own private gain.” Final Rule at 159. This may signal an openness to accept subawards to nonprofit organizations for which a governing board member of a recipient County of Moore of local government serves as a direct or officer, so long as (1) the County of Moore conducts a competitive solicitation process to select the subrecipient; and (2) for governing board officials, the County of Moore follows the process contained in G.S. § 14-234.3(a). It also may indicate that Treasury has extended the prohibitions in 2 C.F.R. § 200.318(c)(1) to subawards—
otherwise, the competitive selection process set forth for subawards in the Final Rule would not be necessary.

In the absence of specific regulatory guidance from the Treasury, a County of Moore of local government should exercise caution when making subawards of Fiscal Recovery Funds to third parties when the impartiality of an employee, official, or agent of the County of Moore could be questioned in connection with a proposed subaward. To
that end, this Policy implements rules that may be more restrictive than what Treasury ultimately requires of a recipient
of Fiscal Recovery Funds.

2 Note to Draft: Applications of 2 C.F.R. § 200.318(c)(1) and (c)(2), or corresponding provisions in separate federal regulations, may differ across federal grantmaking agencies. Section I(b) provides flexibility for a County of Moore to apply a more restrictive rule than those set forth in this Policy in the event that a particular federal statute, regulation,
or the term or condition of an assistance agreement so requires.

3Note to Draft: As noted above, 2 C.F.R. § 200.318(c)(1) prohibits any “employee, officer, or agent” of a recipient or subrecipient from participating in the “selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.” 2 C.F.R. Part 200 does not define the term “agent”. The
plain meaning of the term suggests that it likely would encompass individuals that are directly under contract with a County of Moore and that act on behalf of or provide advice to a County of Moore—but the term also might encompass
individuals who have an ownership interest in a legal entity under contract with a County of Moore. In practice, a County of Moore may wish to extend this prohibition to the beneficial owners of a legal entity under contract with a County of Moore. For example, if a County of Moore contracts with a closely held engineering firm owned by three individuals, the County of Moore may wish to exclude a general contracting firm from consideration for a construction contract supported by Federal financial assistance where the contracting firm is owned in part by one of those three individuals or such individual’s partners, immediate family members, or the engineering firm.

e. “Covered Nonprofit Organization” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the County of Moore).

f. “Direct Benefit” means, with respect to a Public Officer or employee of the County of Moore, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

g. “Federal Financial Assistance” means Federal financial assistance that the County of Moore receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

h. “Governing Board” means the Moore County Board of County Commissioners..

i. “Immediate Family Member” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.4

j. “Involved in Making or Administering” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.

k. “Pass-Through Entity” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

l. “Public Officer” means an individual who is elected or appointed to serve or represent the County of Moore (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the County of Moore.

4 Note to Draft: 2 C.F.R. § 200.318(c)(1) states that a prohibited conflict of interest “would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit
from a firm considered for a contract.” (emphasis added). s

m. “Recipient” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

n. “Related Party” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County of Moore) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

o. “Subaward” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

p. “Subcontract” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

q. “Subcontractor” means an entity that receives a Subcontract.

r. “Subrecipient” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

s. “County of Moore” has the meaning specified in Section I hereof.

III. COI Point of Contact.5

a. Appointment of COI Point of Contact. The Purchasing Coordinator an employee of the County of Moore, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Purchasing Coordinator is unable to serve in such capacity, the County Attorney shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “COI Point of Contact”.

b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

5 Note to Draft: Neither 2 C.F.R. § 200.318(c)(1) nor any guidance released by the U.S. Treasury applicable to

Fiscal

Recovery Funds requires the County of Moore to name a COI Point of Contact. Model conflict of interest policies released by a number of federal agencies suggest that naming a specific individual to manage and disclose potential or actual conflicts of interest may be a helpful practice. See, e.g., EPA COI Policy; Health Resources & Services Administration, Conflict of Interest (COI) Policy (September 2020). A County of Moore may wish to forgo this approach in favor of identification of a COI Point of Contact on a grant-by-grant basis or omit this approach entirely.

IV. Conflict of Interest Standards in Contracts and Subawards

a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the County of Moore involved in contracting on behalf of the County of Moore. The County of Moore shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.

i. G.S. § 14-234(a)(1). A Public Officer or employee of the County of Moore Involved in Making or Administering a Contract or Subaward on behalf of the County of Moore shall not derive a Direct Benefit from such a Contract or Subaward.6

6 Note to Draft: North Carolina law exempts certain contracts from this prohibition, including: (1) “any contract between a public agency and a bank, banking institution, savings and loan association, or public utility” (G.S. § 14-234(b)(1)); (2) “any interest in property conveyed by an officer or employee of a public agency under a judgment . . . in a condemnation proceeding initiated by a public agency” (G.S. § 14-234(b)(2)); (3) an “employment relationship between a public agency and the spouse of a public officer of the agency) (G.S. § 14-234(b)(3)); (4) an “employment relationship between local board of education and spouse of superintendent of local school administrative unit” (G.S. § 14-234(b)(3a)); (5) remuneration for certain direct public assistance rendered to needy persons administered in whole
or part by a public agency (G.S. § 14-234(b)(4)); (6) contracts between public agencies and elected officials in certain
“small” jurisdictions if (a) the jurisdiction is a (i) county-level governmental entity without any municipality whose population exceeds 20,000, or (ii) a city-level governmental entity whose population does not exceed 20,000, (b) in a 12 month period, the contract does not exceed $40,000 for medically related services or $60,000 for other goods or services, (c) the contract is not subject to the competitive bidding requirements of Article 8 of Chapter 143 of the General Statutes, and (d) the unit follows certain procedural requirements aimed at disclosing the transaction to the public (G.S. § 14-234(d1)); (7) miscellaneous contracts relating to the Agriculture Cost Share Program for Nonprofit Source Pollution Control, the Community Conservation Assistance Program, or the Agricultural Water Resources Assistance Program (G.S. §14-234(d3)); (8) certain applications or receipt of grants or financial assistance from the Tobacco Trust Fund by a member of the Tobacco Trust Fund Commission (G.S. § 14-234(d4)); and (9) contracts entered into by a public hospital subject to G.S. § 131E-14.2 or a public hospital authority subject to G.S. § 131E-21.

If a public official or employee involved in making or administering a contract has an ownership interest of less than 10% in an entity but does not otherwise “derive[] income or commission directly from the contract”, that arrangement does not violate state law. See G.S. § 14-234(a)(1); G.S. § 14-234(b)(4) (defining “direct benefit”). But with the exception of certain contracts falling under the “small jurisdiction” exception to G.S. § 14-234(a)(1) identified in (6) in the first paragraph of this Footnote (and found in G.S. § 14-234(d1)), North Carolina law does not exempt any contracts from the prohibition in G.S. § 14-234(a)(1) solely because a public official or employee involved in making or administering a contract has an insubstantial or de minimis financial interest in an entity under contract with the unit.

2 C.F.R. § 200.318(c)(1) permits recipients and subrecipients to set standards for situations in which an individual covered by the regulation has a financial interest in a firm considered for a contract that is “not substantial” and, presumably, therefore not prohibited even if the Covered Individual participates in the selection, award, or administration of a contract. But the Uniform Guidance does not define when a financial interest is “not substantial”—

and no other guidance from the Office of Management and Budget (“OMB”) or the Department of the Treasury has directly addressed this question. Unlike Treasury, other federal agencies have robust conflict-of-interest regulations that distinguish between “significant” and “insignificant” financial interests. See, e.g., 42 C.F.R. Part 50, Subpart F – Promoting Objectivity in Research (setting forth conflict-of-interest standards for research funded by U.S. Public Health Service grants or cooperative agreements); 42 C.F.R. § 50.603 (defining “significant financial interest” to include, among other things, any remuneration in the preceding twelve months or holding equity interest valued at $5,000 or more), id. (defining “financial conflict of interest” to mean “a significant financial interest that could directly

and significantly affect the design, conduct, or reporting of PHS-funded research); 42 C.F.R. § 50.605 (setting forth mechanisms to manage and report identified financial conflicts of interest). Other federal agencies have interpreted the term "financial interest" broadly. See Federal Emergency Management Agency, Procurement Disaster Assistance
Team (PDAT) Field Manual: Procurement Information for FEMA Award Recipients and Subrecipients § 1.4.2 (Oct. 2021) ("[A] financial interest can be considered to be the potential for gain or loss [by an individual covered by 2 C.F.R. § 200.318(c)(1)]. . . as a result of the particular procurement."). Further, FEMA seems to interpret the reference
to a financial interest that is "not substantial" as limited to the receipt or solicitation of gratuities. See id. § 1.3.1 ("A non-state entity may set standards for accepting gratuities in situations in which the financial interest is not substantial,
or the gift is an unsolicited item of nominal value."). Adopting any threshold for insubstantial financial interest from another federal agency without guidance from Treasury carries a risk that Treasury will not accept such an interpretation for Fiscal Recovery Funds.

If, within its conflict-of-interest policy, a unit chooses to deem a financial interest as "not substantial", it may consider consulting the regulatory framework that applies to a federal employee's participation in matters in which the employee may have a financial conflict of interest. If a unit chooses to make any exceptions, it should consult legal counsel for assistance in drafting these provisions.

18 U.S.C. § 208(a) prohibits a federal officer or employee from participat[ing] personally and substantially as a[n] . . . officer or employee . . . [in any matter] in which, to his knowledge, he, his spouse, minor child, general partner, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment has a financial interest." But this prohibition does not apply if, among other things, the Office of Government Ethics ("OGE") by regulation exempts a financial interest as "too remote or too inconsequential" to affect the integrity of services that a covered federal officer or employee provides. See 18 U.S.C. § 208(b)(2)

OGE has promulgated detailed regulations that consider certain financial interests held by individuals and entities falling within the scope of 18 U.S.C. § 208(a) as "too remote or inconsequential" to affect the services of a covered federal officer or employee. See 2 C.F.R. Part 2640, Subpart B – Exemptions Pursuant to 18 U.S.C. 208(b)(2). For example, the regulations make clear that a federal employee could participate in a matter affecting the holdings of a diversified employee benefit plan (e.g., a 401(k) or 403(b) plan) as long as (1) the employee does not designate specific
investments (e.g., a particular stock) within the plan, and (2) the plan is not a profit-sharing or stock bonus plan. 2 C.F.R. § 2640.201(c)(1)(iii). The regulations also permit a federal employee to participate in a particular matter that affects the holdings of a publicly traded firm held by the employee or another covered individual under 18 U.S.C. § 208(a), as long as (1) the securities are publicly traded, and (2) the aggregate market value of the holdings does not exceed $15,000. See 2 C.F.R. § 2640.202(a). As an example, a federal employee whose duties include monitoring the performance of XYZ Corporation of a contract to provide computer maintenance services for the federal government can hold up to $15,000 in publicly traded securities issued by XYZ without violating 18 U.S.C. § 208(a)—
however, if the value of the stock exceeds $15,000 at any time, the employee must either disqualify himself from

matters involving XYZ Corporation or divest himself from the excess holdings. See id.

Treasury has not indicated in its regulations or guidance applicable to expenditures of Fiscal Recovery Funds that a recipient could not make exceptions for a financial interest that is “not substantial”, but in the absence of guidance, this approach engenders risk.

As a separate matter, neither OMB nor Treasury has addressed whether a governing board member’s recusal from action on or administration of a contract with an entity in which the member has a financial interest (even if the interest
is “not substantial”) cures a prohibited “apparent” conflict of interest under 2 C.F.R. § 200.318(c)(1). Some federal agencies allow recipients to disclose potential conflicts of interest to the agency, propose mitigation measures, and receive an agency determination on the effectiveness of those measures. See, e.g., EPA COI Policy, § 9.0(b) (“[T]he
agency will review COI disclosures and measures . . . recipients propose to resolve the COI and advise applicants/recipients of EPA’s determination on the effectiveness of the measures within 30 calendar days of disclosure unless a longer period of time is necessary due to the complexity of the situation.”). Treasury has not provided any similar disclosure and approval mechanism for Fiscal Recovery Funds.

When entering into contracts funded by Fiscal Recovery Funds, a County of Moore of local government should avoid relying upon the “small jurisdiction” exception to G.S. § 14-234(a)(1) or entering into contracts or

ii. G.S. § 14-234(a)(3). No Public Officer or employee of the County of Moore may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the County of Moore.

iii. G.S. § 14-234.3. If a member of the Governing Board of the County of Moore serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the County of Moore and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the County of Moore and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.7

subawards with entities in which a public official has any financial interest (even an ownership interest of less than 10%). A County of Moore taking either action assumes risks arising from the lack of Treasury or OMB guidance explaining when a financial interest is "not substantial" and whether an "apparent" conflict of interest arises even if a board member has an insubstantial financial interest and recuses himself from involvement in the award or administration of the contract.

7 Note to Draft: As of January 1, 2022, G.S. § 14-234.3 imposes this prohibition. See S.L. 2021-191, § 4.(a); see also Kristina Wilson, S.B. 473: Frequently Asked Questions (Dec. 21, 2021). The new law does not prohibit a County
of Moore of local government from entering into a contract with a nonprofit organization for which an elected official serves as a director, officer, or governing board member. Instead, the statute allows a County of Moore to enter into such a contract as long as the elected official (1) abides by the restrictions contained in this paragraph (which are taken
from G.S. § 14-234.3(a) and G.S. § 14-234.3(d)(2)), and (2) records a recusal with the clerk to the County of Moore's board. It is likely that the term "contract", as used in G.S. § 14-234.3, would encompass "contracts" and "subawards" (as each such term is defined in 2 C.F.R.§ 200.1) into which a County of Moore enters.

As noted in Footnote [3] above, 2 C.F.R. § 200.318(c)(1) does not expressly extend to the selection, award, or administration of subawards. At least one federal agency (EPA) has extended these requirements to any conflict of interest in the award, administration, or monitoring of subawards that are "similar to those described in [§ 200.318(c)(1)] including consulting fees or compensation paid to employees, officers, agents of a pass-through entity or members of their [immediate families] by subrecipients or their procurement contractors receiving EPA funding under a subaward." EPA COI Policy, § 4.0(d). This provision might permit a recipient of EPA financial assistance to enter into a subaward with a nonprofit organization for which the recipient board member served as a director—as long as the director did not receive any compensation from the subrecipient nonprofit organization or its contractors.

It is not clear whether Treasury would endorse this opinion. As noted in Footnote [X] above, the Final Rule suggests that recipients could “avoid conflicts of interest in . . . making subrecipient awards by, inter alia, . . . utilizing a competitive grant process[.]” This statement may signal an openness to accept a recipient’s subaward to a nonprofit organization for which a unit’s officer or employee serves as a director or officer, so long as (1) the County of Moore conducts a competitive solicitation process to select the subrecipient; and (2) for governing board officials, the unit follows the process contained in G.S. § 14-234.3(a). It also may indicate that Treasury has extended the prohibitions
in 2 C.F.R. § 200.318(c)(1) to subawards—otherwise, the competitive selection process set forth for subawards in the
Final Rule would not be necessary. Given that Treasury has not issued any interpretation of 2 C.F.R. § 200.318(c)(1)
that provides a clear process for reviewing potential conflicts of interest and approving mitigation measures, units might wish to avoid entering into subawards with subrecipient organizations for which a governing board member serves as a director or officer.

iv. G.S. § 14-234.1. A Public Officer or employee of the County of Moore shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.[8]

ii. Identification and Management of Conflicts of Interest.[9]

1. Duty to Disclose and Disclosure Forms

8 Note to Draft: This Policy borrows this definition from the Federal Emergency Management Agency's Procurement Disaster Assistance Team Field Manual. See Federal Emergency Management Agency, Procurement Disaster Assistance Team (PDAT) Field Manual: Procurement Information for FEMA Award Recipients and Subrecipients § 1.4.3 (Oct. 2021) (explaining that 2 C.F.R. § 200.318(c)(1) would prohibit a municipality from purchasing from a company owned by the college roommate of the municipality's purchasing officer even where the company offered the best rates and most competitive delivery schedule). In another context, Treasury has not released any guidance for Fiscal Recovery Funds that indicates what might constitute an "apparent" conflict of interest. Therefore, a unit

may wish to interpret this prohibition broadly as FEMA has.

9 Note to Draft Neither 2 C.F.R. § 200.318(c)(1) nor any guidance released by the U.S. Treasury applicable to Fiscal
Recovery Funds requires a unit to undertake the identification and mitigation procedures set forth in this Section. This
Section creates a conflict of interest disclosure and management system that ensures governing board review in some
circumstances. The purpose of review by the governing board and a management official is to serve as an internal control mechanism.

a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

c. If the value of a proposed Contract or Subaward exceeds $[250,000], the COI Point of Contact shall collect a Conflict-of-Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict-of-Interest Disclosure Form in records of the Unit.10

2. Identification Prior to Award of Contract or Subaward.

a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the County Attorney, County Manger, and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if County of Moore is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation

10 Note to Draft: Neither 2 C.F.R. § 200.318(c)(1) nor any guidance released by the U.S. Treasury applicable to Fiscal Recovery Funds requires a unit to obtain conflict of interest disclosures from Covered Individuals. This is intended to serve as an internal control mechanism to prevent a unit from inadvertently entering into prohibited transactions and a unit might chose not to adopt it.

measures, or (b) if County of Moore is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to County of Moore; or

ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.11

b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the County of Moore may enter into the Contract or Subaward in accordance with the County of Moore's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the County of Moore has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the County Attorney, County Manager, and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the County of Moore shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4) , the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

i. if County of Moore is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

11 Note to Draft: This section contemplates a scenario in which the governing board of a unit may disagree with the findings of the COI Point of Contact. It leaves open the possibility that a governing board, as the entity with ultimate responsibility for the contracts or subawards into which a unit enters, could document the reasons that it disagrees with the findings of the COI Point of Contact and enter into the contract or subaward.

ii. if County of Moore is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to County of Moore in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient’s Conflict of Interest Standards

a. Subrecipients of County of Moore Must Adopt Conflict of Interest Policy. Prior to the County of Moore’s execution of any Subaward for which the County of Moore serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict-of-interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the County of Moore makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency’s disclosure policy.

VI. Gift Standards

a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of $20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed $50 in a calendar year:12

i. honorariums for participating in meetings;

ii. advertising items or souvenirs of nominal value; or

iii. meals furnished at banquets.

12 Note to Draft: 2 C.F.R. § 2635.204 contains exceptions on prohibition for acceptance of certain gifts for federal executive branch employees. The exceptions listed here are consistent with those applicable to federal executive branch employees and G.S. § 133-32(d).

c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the County of Moore is a Subrecipient.

VII. Violations of Policy

a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the County of Moore.

b. Disciplinary Actions for Contractors and Subcontractors. The County of Moore shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the County of Moore shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the County of Moore, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
* * * * * * * * *

ADOPTED this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

EXHIBIT A
Examples
Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward
Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:
- Stock in a corporation.
- Membership interest in a limited liability company.
- Partnership interest in a general or limited partnership.
- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.
- Option to purchase any equity interest in a firm or organization.
Opportunity for County of Moore to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.

A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:
- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))
- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).
o Holder of a judgment against the firm.
A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.
Political or social influence (e.g., a promise of appointment to a local office or position on a public

board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The COUNTY OF MOORE has adopted a Conflict of Interest Policy ("Policy") that governs the County of Moore's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Purchasing Coordinator and County Attorney as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the County of Moore.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.

2. If the value of the proposed Contract exceeds $250,000, the COI Point of Contact shall collect a Conflict-of-Interest Disclosure Form from each Covered Individual.

3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Attorney, County Manager, and to each member of the Governing Board.

Definitions.

1. Covered Individual. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.

2. Immediate Family Member means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

3. Related Party means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County of Moore) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step
1 Identify the proposed Contract,
counterparty, and the subject of
the Contract.
Name of Contract:

___

Name of Counterparty

___

Subject of Contract:

___

2 Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered
Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.
 Public Officials Employees Agents

3 Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm
considered for a Contract. [If the estimated Contract amount exceeds $250,000, ensure that each Covered Individual files a
Conflict of Interest Disclosure Form with the COI Point of Contact.]
Any identified
interest in Step 3 is
a potential "real"
conflict of interest.
Public Officials Employees Agents

4 Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm
considered from a Contract. If the estimated Contract amount exceeds $250,000, ensure that each Covered Individual files a
Conflict of Interest Disclosure Form with the COI Point of Contact.
Any identified
interest in Step 4 is

a potential “real”
conflict of interest.
Public Officials – Related Party Employees – Related Party Agents – Related Party

5 Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a
tangible personal benefit from a firm considered for a Contract? If yes, explain.
Any identified
interest in Step 5 is
a potential
“apparent” conflict
of interest.
Public Officials Employees Agents

COI Point of Contact: ________________________________
Signature of COI Point of Contact: ________________________________
Date of Completion: ________________________________

EXHIBIT C
CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

The [____COUNTY OF MOORE________] ("County of Moore") has adopted a Conflict of Interest Policy ("Policy") that governs the County of Moore's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates [______] as the "COI Point of Contact." The COI Point of Contact has identified you as an official, employee, or agent of the County of Moore that may be involved in the selection, award, or administration of the following contract: ___________________________________ (the "Contract"). To safeguard the County of Moore's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

2. Will you receive any tangible personal benefit from a firm considered for this Contract?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes ______ No _______ Unsure: _______

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

6. Does your current or potential employer (other than the County of Moore) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

7. Benefits to Employers

a. Does a current or potential employer (other than the County of Moore) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

b. Will a current or potential employer (other than the County of Moore) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

c. Does a current or potential employer (other than the County of Moore) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

d. Will a current or potential employer (other than the County of Moore) of any partner of yours receive a tangible personal benefit from this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County of Moore) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County of Moore) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _______ No ________ Unsure: ________

If the answer is Yes or Unsure, please explain:

____

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County of Moore) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _______ No ________ Unsure: ________

If the answer is Yes or Unsure, please explain:

____

* * * * * * * * *

Sign Name: ___________________________________

Print Name: ___________________________________

Name of Employer ___________________________________

Job Title: ___________________________________

Date of Completion: ___________________________________

* * * * * * * * *

EXHIBIT D
COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT
The [_____COUNTY OF MOORE_______] ("County of Moore") has adopted a Conflict of Interest Policy ("Policy") that governs the
County of Moore's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates [______] as the "COI
Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts
of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the County of Moore.
Instructions for Completion
1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.

2. If the value of the proposed Subaward exceeds $[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form
from each Covered Individual.

3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI
Point of Contact shall report such potential conflict of interest to [________] and to each member of the Governing Board.
Definitions.
1. Covered Individual. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance
Checklist and the Policy.

2. Immediate Family Member means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof,
(iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic
partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual
related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

3. Related Party means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or
potential employer (other than the County of Moore) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate
Family Member of a Covered Individual.

Step
1 Identify the proposed Subaward,
Subrecipient, and the subject of
the Subaward.
Name of Contract:

____

Name of Counterparty

____

Subject of Subaward:

____

2 Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered
Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict-of-Interest Policy.
Public Officials Employees Agents

3 Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm
considered for a Subaward. [If the estimated Subaward amount exceeds $[100,000], ensure that each Covered Individual files
a Conflict of Interest Disclosure Form with the COI Point of Contact.]
Any identified
interest in Step 3 is
a potential “real”
conflict of interest.
Public Officials Employees Agents

4 Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm
considered from a Subaward. If the estimated Subaward amount exceeds $[100,000], ensure that each Covered Individual
files a Conflict of Interest Disclosure Form with the COI Point of Contact.]
Any identified
interest in Step 4 is
a potential “real”

conflict of interest.

Public Officials – Related Party Employees – Related Party Agents – Related Party

5 Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a
tangible personal benefit from a firm considered for a Subaward? If yes, explain.
Any identified
interest in Step 5 is
a potential
“apparent” conflict
of interest.
Public Officials Employees Agents

COI Point of Contact: ________________________________
Signature of COI Point of Contact: ________________________________
Date of Completion: ________________________________

EXHIBIT E
SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

The [_____COUNTY OF MOORE_______] ("County of Moore") has adopted a Conflict of Interest Policy ("Policy") that governs the County of Moore's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates [______] as the COI Point of Contact. The COI Point of Contact has identified you as an official, employee, or agent of the County of Moore that may be involved in the selection, award, or administration of the following subaward: __________________________________ (the "Subaward"). To safeguard the County of Moore's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?
Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______
If the answer is Yes or Unsure, please explain:

____

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

6. Does your current or potential employer (other than the County of Moore) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

7. Benefits to Employers

a. Does a current or potential employer (other than the County of Moore) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

b. Will a current or potential employer (other than the County of Moore) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

c. Does a current or potential employer (other than the County of Moore) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

d. Will a current or potential employer (other than the County of Moore) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County of Moore) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes ______ No _______ Unsure: _______

If the answer is Yes or Unsure, please explain:

____

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County of Moore) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _______ No ________ Unsure: ________

If the answer is Yes or Unsure, please explain:

____

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County of Moore) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _______ No ________ Unsure: ________

If the answer is Yes or Unsure, please explain:

____

* * * * * * * * *

Sign Name: ___________________________________

Print Name: ___________________________________

Name of Employer ___________________________________

Job Title: ___________________________________

Date of Completion: ___________________________________

* * * * * * * * *

County of Moore
Nondiscrimination Policy

WHEREAS, the County of Moore has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).
WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.
WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the County of Moore agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:
i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, That the governing board of the County of Moore hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of the County of Moore to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the County of Moore, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the County of Moore received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF Award Terms and Conditions, the County of Moore shall ensure that each "activity," "facility," or "program"1 that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants, and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the County of Moore shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The County of Moore shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The County of Moore shall comply with information requests, on-site compliance reviews, and reporting requirements.

2. The County of Moore shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The County of Moore shall inform the Treasury if it has received no complaints under Title VI.

3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.

4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the County of Moore in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Human Resources Department Director at 910-947-6362 where the complaint log and process will be kept.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

Moore County's Record Retention Policy For Documents Created or
Maintained Pursuant to the ARP/CSLFRF Awards

Retention of Records: The Coronavirus Local Fiscal Recovery Funds ("CSLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARP/CSLFRF award.
It is the policy of the County of Moore to follow Treasury's record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the County of Moore agrees to the following:
• Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.

• Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.

• Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

• Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.

• If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the County of Moore expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.
Records that shall be retained pursuant to this policy include, but are not limited to, the following:
• Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
• Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
• Documentation of administrative costs charged to the ARP/CSLFRF award;

• Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
• Subaward agreements and documentation of subrecipient monitoring;
• Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
• Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
• Indirect cost rate proposals

Storage: County of Moore’s records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the County of Moore and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the County of Moore to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.
The FINANCE DIRECTOR or his/her Designee is responsible for identifying the documents that the County of Moore must or should retain and arrange for the proper storage and retrieval of records. The Human Resources Director or his/her Designee and/or the Finance Director or his/her Designee shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The County of Moore is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee’s supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Internal Auditor. The County of Moore prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to Tami Golden Internal Auditor, 910-947-4000, tgolden@moorecountync.gov, who is in charge of administering, enforcing, and updating this policy.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

COUNTY OF MOORE POLICY FOR SUBAWARD & MONITORING FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the County of Moore, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within the following categories, to the extent authorized by state law:
1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the Assistance Listing (21.027); and

WHEREAS the ARP/CSLFRF authorizes the County of Moore to enter subaward agreements with subrecipients to assist the County of Moore to carry out the terms of the ARP/CSLFRF; and

WHEREAS if the County of Moore enters into a subaward as a subrecipient, it acts as a pass-through entity, as described in 2 CFR 200.1; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v.3.0 February 2022) provides, in relevant part:

Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient’s risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements; and

WHEREAS Subpart D of the UG dictates subrecipient and award requirements for expenditure of ARP/CSLFRF funds; and

WHEREAS 2 CFR 200.332 states that:
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the required information at the time of the subaward. If some of the required information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward;
(b) Evaluate each subrecipient's risk of noncompliance with Federal statues, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring;
(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described by 2 CFR 200.208;
(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal

statues, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved;

(e) Depending upon the pass-through entity’s assessment of risk posed by the subrecipient, [specific] monitoring tools may be useful for the pass-through

entity to ensure proper accountability and compliance with program requirements an achievement of performance goals;
(f) Verify that every subrecipient is audited as required by 2 CFR 200, Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501;
(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records; and
(h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.339 and in program regulations.

BE IT RESOLVED that the governing board of the County of Moore hereby adopts and enacts the following Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The County of Moore (hereinafter (COUNTY) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Finance Director and Purchasing Coordinator , who are charged with the administration and financial oversight of the ARP/CSLFRF.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see § 200.331. See also the definition of subaward in this section.

Contractor: an entity that receives a contract as defined in this section.

Pass-through Entity: a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. The County is the pass-through entity if it awards a subaward to a subrecipient.

Recipient: an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

The County must make a case-by-case determination whether an agreement with another government entity or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor. 2 CFR 200.331.

A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:
(1) Determines who is eligible to receive what Federal assistance;
(2) Has its performance measured in relation to whether objectives of a Federal program were met;
(3) Has responsibility for programmatic decision-making;
(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
(1) Provides the goods and services within normal business operations;
(2) Provides similar goods or services to many different purchasers;
(3) Normally operates in a competitive environment;
(4) Provides goods or services that are ancillary to the operation of the Federal program; and
(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The County will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Finance Director and Purchasing Coordinator will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. (Appendix 1: Subrecipient or Contractor Classification Checklist.)

If the agreement involves a contractor relationship (including a contract for services), the County must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, the County must proceed to Sections IV. through VII. below.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, the County must evaluate a subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The Finance Department will conduct the risk assessment, which will include consideration of the following factors:

(1) The subrecipient's prior experience with the same or similar subawards;
(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
(3) Whether the subrecipient has new personnel or new or substantially changed systems; and
(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the types and degree of subrecipient monitoring. (Appendix 2: Subrecipient Assessment of Risk) The County will assign an overall risk level to the subrecipient indicating the following:

Low Risk Moderate Risk High Risk
There is a low risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.
There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.
There is high risk that the subrecipient will fail to meet

project or programmatic
objectives or incur significant
deficiencies in financial,
regulatory, reporting, or other
compliance requirements.

If a proposed subrecipient is deemed high risk, the Finance Director or Purchasing Coordinator must provide written justification to proceed with the subaward. The justification must be approved by the County Attorney.

V. SUBRECIPIENT MONITORING

The County will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

(1) Reviewing financial and performance reports required by the pass-through entity;

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward;

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521; and

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

The County’s monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk Subrecipient Deemed Medium Risk

Subrecipient Deemed High Risk

• Payment validations (monthly)
• Report reviews (quarterly)
• Desk reviews (at least once per year and more frequently if requested by County or subrecipient)
• Onsite reviews (upon request of County or subrecipient)
• Audit review (yearly)
• More detailed financial reporting
• Payment validations (monthly)
• Report reviews (bi-monthly)
• Desk reviews (within 6 months of project start and

every six months thereafter)
• Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by [County/City/Town/Village] or subrecipient)
• Audit review (yearly)
• Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)
• More detailed financial reporting
• Compliance training (one-time)
• Prior approvals for certain expenditures
• Payment validations (monthly)
• Report reviews (monthly)
• Desk reviews (within 3 months of project start and at least quarterly thereafter)
• Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by County or subrecipient)
• Audit review (yearly)
• Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the County for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the County.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by Finance Director and Purchasing Coordinator. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: The [County will conduct a meeting to review the subrecipient’s award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. The County will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: The County will conduct an on-site meeting at the subrecipient’s location to review the subrecipient’s project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The County will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: The County must verify that every subrecipient is audited as required by 2 CFR 200 Subpart F (Single Audit) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501. The County must obtain a copy of the subrecipient’s Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, the County will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the County may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by the County The County will verify completion of the procedure's engagement. Within six months of the acceptance of the procedure's engagement report, the County will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the County may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low-Risk category above, the [County will notify the subrecipient of the following in the subaward:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, [the Finance Director and/or Purchasing Coordinator must perform periodic reviews and document findings in the Subrecipient Monitoring Form (Appendix 3: Subrecipient Monitoring Form).

VI. SUBRECIPIENT INTERVENTIONS

The County may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If the County determines that the subrecipient is not in compliance with the subaward, the County may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

The County must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the County otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.
(1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
(2) More frequent or more thorough reporting by the subrecipient
(3) More frequent monitoring by the County
(4) Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.
(1) Restrictions on funding payment requests by subrecipient
(2) Disallowing payments to subrecipient
(3) Requiring repayment for disallowed cost items
(4) Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.
(1) Temporary or indefinite funding suspension to subrecipient
(2) Nonrenewal of funding to subrecipient in subsequent year
(3) Terminate funding to subrecipient in the current year
(4) Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION
The subaward agreement will be drafted by County Attorney's Office using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by County Attorney, the County Manager may fully execute the subaward agreement, subject to any required budget amendments by the County governing board, preaudit requirements, and other contract execution prerequisites set by the County.

APPENDIX 1: Subrecipient or Contractor Classification Checklist

If the County of Moore wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, the County must determine if the relationship with the outside entity is a contractor or subrecipient. To make this determination the County must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records.

Instructions: Complete Sections one through three. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between the County and outside entity. In borderline cases, the County may either provide a written justification for its determination in Section three or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: ____

Section 1 -- Brief Description of Nature of Proposed Agreement:

Section 1 -- Subrecipient. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

May determine who may be eligible to receive Federal assistance under the program guidelines. For example: A subrecipient that identifies mentors and mentees under a mentoring program.

Has its performance measured in relation to whether objectives of a Federal program were met? The recipient will rely upon the subrecipient’s data to submit its own performance data to Treasury.

Has responsibility for programmatic decision making. For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.

In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the Federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.

The subrecipient will not earn a profit under the agreement.

The subrecipient is required to contribute cash or in-kind match in support of the subaward.

Section 2 -- Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. Entities that include these characteristics are not subject to compliance requirements of the Federal program because of the agreement, though
similar requirements may apply for other reasons. A contractor relationship may have one or more of the following characteristics:

Provides goods and services within normal business operations;
Provides similar goods or services to many different purchasers;
Normally operates in a competitive environment;
Provides goods or services that are ancillary to the operation of the Federal program;
Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging;
The entity may earn a profit under the contract.

FINAL DETERMINATION:
Subrecipient
Contractor

Section 3 – Justification. In determining whether an agreement between a recipient and another non-Federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

Signature:____Date:__________________________

Print Name and Title:____

APPENDIX 2: Subrecipient Risk Assessment

Subrecipient Information:
Subrecipient Name [INSERT SUBRECIPIENT NAME, WHICH MUST MATCH THE NAME ASSOCIATED WITH ITS UNIQUE ENTITY IDENTIFIER]
Subrecipient Unique Entity Identifier: [INSERT SUBRECIPIENT UNIQUE ENTITY IDENTIFIER]
Brief Description of Subaward Project and Role of Subrecipient:

[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment
[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDIN INFO. FOR THIS RISK ASSESSMENT]

Choose an item. Is the entity prohibited from receiving Federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)?
(https://sam.gov/content/home)
Choose an item. Is the entity in good standing with the County of Moore? Discuss with appropriate staff.
Choose an item. Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed?
(https://facweb.census.gov/uploadpdf.aspx)
If yes, List Findings:

Risk Category Rating Label Comments
General Assessments
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?
Choose an item.

2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?

Choose an
item.

3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?
Choose an
item.

4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?
Choose an
item.

5. Does the entity have a Code of Ethics policy which is provided to all associated employees?
Choose an
item.

6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?
Choose an
item.

Financial Management, Systems, & Personnel

7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?
Choose an item.

8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?
Choose an item.

9. What is the current staffing level of the entity?
Choose an item.

10. Has there been any change in the entity's key staffing positions in the last 2 years?
Choose an item.

11. What is the entity's staff's experience in performing stated activities in the proposed subaward?
Choose an item.

12. Does the entity have a formal, written personnel policy that addresses:
(a) Pay rates & benefits
(b) Time & attendance
(c) Leave
(d) Discrimination
(e) Nepotism
(f) Conflict of Interest?
Choose an item.

13. Does the entity have sufficient internal controls related to the subaward funds?
Choose an

item.

14. Does the entity have sufficient cash flow to carry out the subaward terms?
Choose an
item.

Experience with Other Federal Grants
15. Has the entity previously done work for the federal government?
Choose an
item.
If low or moderate (yes), list the last three agencies and award periods.
(a) If low or moderate (yes), what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?
Choose an
item.

16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?
Choose an
item.

17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.
Choose an
item.

18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?
Choose an
item.

Audits
19. Does the entity have a designated federal cognizant audit agency?

Choose an item.

If low (yes), provide name of audit agency.

20. Has the entity completed a Single Audit in the past five years?

Choose an item.

If low or moderate (yes), provide a copy of the most recent audit and do not complete the rest of the Audit Section.

(a) If high (no) to 20., does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?

Choose an item.

If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.

Indirect Rate Information

21. Does the entity have a negotiated federal indirect/F&A rate? (Note: This question does not impacted weight of risk assessment)

Choose an item.

If yes, what is the rate?

If no, indicate that de minimis 10% indirect rate will apply

Overall Risk Assessment

22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?

Choose an item.

23. What percentage of the entity's overall annual budget will this subaward comprise?

Choose an item.

24. Considering all factors above, assess overall level of risk

Choose an item.

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: ____________________________ Date of Assessment: ____________

APPENDIX 3: Subrecipient Monitoring Form
This report reflects the [COUNTY/CITY/TOWN/VILLAGE]'s substantive assessment of the subrecipient's project implementation and subaward compliance. The County's project manager assigned to the subaward, or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion and following review by Finance Director or Purchasing Coordinator the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.
I. Subaward Overview (complete this section for all reviews)
STAFF INFORMATION
Reviewed conducted by: Date:
Type (programmatic,
financial, or both)
Date:
Review confirmed by: Date:
SUBRECIPIENT INFORMATION
Subrecipient Name:
Subrecipient Program Personnel (who
participated in the review):

Subrecipient Contact Phone Number:
Subrecipient Fiscal/Audit Personnel (who
participated in the review):

Subrecipient Fiscal Contact Phone Number:
GRANT REVIEW INFORMATION
Grant Project # Award $ POP Begin POP End Review Period
Beginning
Date
Ending Date

TYPE OF MONITORING
Type of Monitoring Date
Completed
Comments
Payment Validation (Complete
this column, but not the rest of
the form.)

Report Review (Complete this
column, but not the rest of the

form.)

Audit or Procedures Engagement
Review (Complete this column,
but not the rest of the form.)

Desk Review (If desk review,
complete the rest of the form.)

Onsite Review (If onsite review,
complete the rest of the form.)

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES

List any issues, concerns, or other specialty items for follow-up during review.

1.

2.

SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS (Complete all fields that are applicable to the subaward.)

Activity Goals N/A Yes No N/A
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?

(a) If yes, was the Recipient informed of the change?
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?

3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?

4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?

5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?

6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)

7. Did the activity funding source change?
8. Was there a change in make-up or responsibility of staff for the activity?
9. Were invoices for reimbursement payments submitted with support documentation?

10. Were reports outlined in the Subaward Agreement submitted on time?
General Comments

General Compliance Yes No N/A
Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and

Uniform Guidance.
11. Does the subrecipient have written policies and procedures to adequately administer the ARP/CSLFRF subaward?

12. Does the subrecipient have a written conflict of interest policy for their employees?

13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?

14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?

What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?
Describe any technical assistance/training provided to subrecipient during the project period.
General Comments

Employee Reimbursement N/A Yes No N/A
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?

16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?

17. Does the subrecipient have a Reimbursement Policy?
Examine two or more reimbursements that were paid out of the grant being monitored.
18. Were the detailed receipts provided to support the amounts requested?
19. Were the expenses in compliance with grant requirements/guidelines and UG?
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?

General Comments

Equipment N/A Yes No N/A
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.
Request an inventory list, physical locate selected items, and examine items to ensure compliance.
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?

2. Has all equipment indicated as purchased actually been purchased?
3. Was equipment purchased in accordance with required procurement rules/policies?

4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?

5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?

6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?

7. Has the inventory been updated, and did it account for all items transferred to other entities?

8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?

9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?

General Comments

Financial Management N/A Yes No N/A
What is the Accounting System for each grant program?
1. Is there a separate accounting for all financial transactions for the subaward?
2. Is a process in place to prevent co-mingling of funds?
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?

4. Are accounting records supported by source documentation?
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?

6. Does the system provide for prompt and timely recording and reporting of all financial transactions?

7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?
What is the process for approval and payment of expenditures and posting to the General Ledger?
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?

9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?

10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?

11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?

12. Are cancelled checks or warrants available for review?
13. Were all subaward funds that were received disabused within the allowable timeframe?

What is the reconciliation process, and how are errors or adjustments handled?
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?

15. Does the subrecipient have sufficient internal controls related to reconciliations?
16. Were actions taken to promptly correct any errors and/or resolve issues?
General Comments

Other Direct Costs N/A Yes No N/A

How are rent, utilities, and other items allocated for the program?

1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?

2. Are receipts, bills, and invoices properly maintained?

3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?

4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?

General Comments

Personnel/Direct Labor N/A Yes No N/A
Describe the payroll process and who is paid by the subaward.
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?

2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.

3. Are individual employee time sheets and attendance records:
• Prepared and signed by each employee for each pay period?
• Reviewed and signed by each employee's supervisor?
• Reconciled to the payroll master ledger?
4. Are all authorized staff positions filled for the approved budget?
5. Are staff salaries consistent with the approved budget?
6. Are fringe benefits the same as what is listed in the approved budget?
General Comments

Reporting Requirements N/A Yes No N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?

2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.

Comments

Supplies & Materials N/A Yes No N/A
Explain the process of allocating supply costs to the subaward.
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?

2. Are expenditures for supplies consistent with the approved budget?
3. Is there a substantial supply inventory remaining at the project termination date?
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?

General Comments

Travel/Vehicle Mileage N/A Yes No N/A

Request a copy of the subrecipient’s travel policy or have them describe the procedure for approving and documenting travel expenses.

1. Is employee travel approved in advance by a supervisor or project manager?
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?

3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?

4. Are mileage reimbursements supported by a mileage log or similar documentation?

General Comments

Single Audit Review N/A Yes No N/A

Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.

1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?

2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?

3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?

4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?

General Comments (If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

APPENDIX 4: Subaward Agreement Template

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
County of Moore, North Carolina
and
[NAME OF SUBRECIPIENT]

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are the County of Moore, North Carolina, a body politic and political subdivision of the State of North Carolina County and [FULL LEGAL NAME OF SUBRECIPIENT], a North Carolina [SUBRECIPIENT ENTITY TYPE (EG., NON-PROFIT CORPORTATION, FOR-PROFIT CORPORATION, GOVERNMENT ENTITY, ETC.)] ("Subrecipient").

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the County serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the [DOLLAR VALUE ALLOCATED TO LOCAL GOVERNMET] allocated to the County the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the County.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the County to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period [START DATE] (the "Effective Date") through [END DATE] ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the

County; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of County.

Article III. Compensation.

Section. 3.1. Payment of Funds. County agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed $[_] ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the County if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. (This section will be subject to change with the approval of the Finance Director or Finance Designee) [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS THAT YOUR PARTICULAR LOCAL GOVERNMENT WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE.]

Section. 3.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by [COUNTY/CITY/TOWN/VILLAGE], for the most recent month ended, to County [NAME DEPARTMENT HERE AND INDICATE HOW SUBRECIPIENT MUST SUBMIT INFO (MAIL, EMAIL, ETC.)], setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, County may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, County shall notify Subrecipient as to the disapproval. A decision by County to disapprove a reimbursement claim is final. There is no appeal process for subrecipient. If County approves payment, then County will disburse the funds without further notice. (This section will be subject to change with the approval of the Finance Director or Finance Designee) [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS THAT YOUR PARTICULAR LOCAL GOVERNMENT WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE. LG SHOULD

ALSO INDICATE HOW PAYMENTS WILL BE MADE – CHECK, ELECTRIC FUNDS TRANSFER, ETC.]

Section. 3.3. County’s Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this

Agreement shall be contingent on the receipt of such funds by County from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that County receives from the ARP/CSLFRF is reduced, County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. County also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by County if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. County shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. County may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to County such reports and back-up data as may be required by the Federal Government or County including such reports which enable County to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

REPORT DEADLINE
Report to be determined by Finance
Director or Finance Designee[INSERT
APPLICABLE REPORT

REQUIREMENTS HERE -TBD by Finance]

[DRAFTER NOTE: REVIEW TREASURY PROJECT & [INSERT APPLICABLE DEADLINES]

EXPENDITURE REPORT AND
RECOVERY PLAN DEADLINES AS
A GUIDELINE FOR DEVELOPING
TIMELINE. SEE TREASURY
COMPLIANCE AND REPORTING
GUIDANCE,]

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by County under this Agreement or any other agreements between County and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. County will not accept a payment request submitted after this date without prior authorization from [COUNTY/CITY/TOWN/VILLAGE]. In consideration of the execution of this Agreement by County, Subrecipient agrees that acceptance of final payment from County will constitute an agreement by Subrecipient to release and forever discharge County its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of County. Such requirements shall include submitting final reports to County and providing any closeout-related information requested by County by the deadlines specified by County. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. County may assist Subrecipient in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.1

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how Subrecipient must administer the subaward and how County must oversee Subrecipient.

The applicable UG provisions are as follows:
Subpart A, Acronyms and Definitions
Subpart B, General provisions
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)
Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))
Subpart E, Cost Principles
Subpart F, Audit Requirements
2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

1 https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. County may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of County’s assistance, it is the Subrecipient’s responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by County.

Section. 5.4. Procurement Requirements.

(a) Federal. Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient’s documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.

2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.

4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5. Subrecipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and

the basis for the contract price." 2 CFR 200.318(i).

(b) Local. In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following: To be determined by Finance Director or Finance Designee

[DRAFTER NOTE: ADJUST THIS SECTION TO FIT YOUR LOCAL GOVERNMENT'S SPECIFIC REQUIREMENTS.]

1. Reporting. Subrecipient shall document, in its quarterly report to [COUNTY/CITY/TOWN/VILLAGE], the status of all contracts executed in connection with this Agreement.

2. County review of solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward to County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. County will review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the County Consistent with 2 CFR 200.324, County will review the solicitation for compliance with applicable procurement standards. County's review and comments shall not constitute a binding approval of the solicitation. Regardless of County's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review County identifies any deficiencies, then County will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.

3. County review of contracts. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward to County a copy of the written contract prior to contract execution. County shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the County . Consistent with 2 C.F.R. §200.324, County will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. County review and comments shall not constitute an approval of the contract. Regardless of County's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review County identifies any deficiencies, then County will communicate those deficiencies to Subrecipient as soon as possible within the three (3) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

(c) Mandatory Contract Provisions. Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by County [DRAFTER NOTE: CONSIDER WHETHER TO PROVIDE LIST OF REQUIRED

CONTRACT PROVISIONS IN APPENDIX]

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from County.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316. More details will be determined by the Finance Director and Finance Designee. [DRAFTER NOTE: NEED MORE HERE ABOUT PROPERTY MANAGEMENT, APPLICATION OF UG REQUIREMENTS, VESTED OWNERSHIP, AND LOCAL GOVERNMENT APPROVALS]
i
Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307. [IF THE SUBAWARD ACTIVITY WILL INVOLVE THE GENERATION OF PROGRAM INCOME, YOU'LL NEED TO FLESH THIS SECTION OUT. SEE THIS POST AND SAMPLE PROGRAM INCOME POLICY FOR MORE DETAILS]

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain and provide to the County a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide County with all information requested by County to enable County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [LOCAL GOVERNMENT NAME], North Carolina by the U.S. Department of the Treasury.”

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of

this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.
Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to County within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.
Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction). The information will be requested if the Finance Director or Finance Designee determines that it is a requirement. [DRATER NOTE: NEED TO CONFIRM WHETHER THIS SECTION IS REQUIRED.]
Section 5.20. Drug-free Workplace Requirements. The information will be requested by the Finance Director or Finance Designee to meet the requirement from U.S. Treasury's Policy related to 2 CFR 182. [DRAFTER NOTE: NEED TO DETERMINE WHAT US TREASURY'S POLICY IS IMPLEMENTING 2 CFR 182]
Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. County Responsibilities. County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. County must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. County may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in County Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds, see Exhibit E (Subaward Policy). The following specific monitoring activities apply to this Agreement:

[LIST APPROPRIATE MINIMUM MONITORING ACTIVITIES HERE – REFERENCE LISTS IN SUBAWARD POLICY. IF MEDIUM OR HIGH-RISK MONITORING APPLIES, ADD THE FOLLOWING DETAILED INFORMATION:]
The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.]

Section. 6.2. Subrecipient Responsibilities.
(a) Cooperation with County Oversight. Subrecipient shall permit County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If County determines that Subrecipient is not in compliance with this Agreement, County may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If County determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:
(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

County may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that County determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.
(1) Subrecipient addresses specific internal control, documentation, financial management,

compliance, or performance issues within a specified time period
(2) More frequent or more thorough reporting by the Subrecipient
(3) More frequent monitoring by the County
(4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.
(1) Restrictions on funding payment requests by Subrecipient
(2) Disallowing payments to Subrecipient
(3) Requiring repayment for disallowed cost items
(4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.
(1) Temporary or indefinite funding suspension to Subrecipient
(2) Nonrenewal of funding to Subrecipient in subsequent year
(3) Terminate funding to Subrecipient in the current year
(4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of County.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. County may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. County and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to County because of any breach of Agreement by Subrecipient. County may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due County from Subrecipient is determined.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless County and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section. 8.2. Insurance. Subrecipient must maintain insurance policies with minimum limits as follows: [DRAFTER NOTE: INDICATE YOUR LOCAL GOVERNMENT'S INSURANCE REQUIREMENTS BELOW.]
The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

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

Bodily Injury $1,000,000.00 per occurrence
Property Damage $100,000.00 per occurrence
Bodily Injury/Property Damage $1,000,000.00 combined single limit per occurrence

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

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

County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an “A” rated insurance company acceptable to County. If Subrecipient fails at any time to maintain and keep in force the required insurance, County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. County and Subrecipient agree that they executed and performed this Agreement in Moore County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Moore County Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without County’s prior written consent. Unless County otherwise agrees in writing, Subrecipient and all assigns are subject to all County’s defenses and are liable for all Subrecipient’s duties that arise from this Agreement and all County’s claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the COUNTY OF MOORE:
P.O. Box 905, Carthage, NC 28327
cxiong@moorecountync.gov; tvuncannon@moorecountync.gov

(b) If to the Subrecipient:

[ADDRESS HERE]
[EMAIL HERE]

IN WITNESS WHEREOF, the parties have caused this Agreement to the signed by their duly constituted legal representatives and is effective as of the Effective Date.

____

Signature of Subrecipient, name and title

ATTEST BY:

________________________________ Attest by: Signature, name, and title

Exhibit A: Subaward Data

Subrecipient Name [Insert Subrecipient name, which must match the name associated with its unique entity identifier]
Subrecipient Unique Entity Identifier: [Insert Subrecipient Unique Entity Identifier]
Federal Award Identification Number (FAIN): [Insert Federal Award Identification #]
Federal Award Date of Award to the Recipient by the Federal Agency:
[Insert date]
Subaward Period of Performance Start Date: [Insert date]
Subaward Period of Performance End Date: [Insert date]
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:
[Insert Total Agreement Funds]
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:
[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the Total Agreement Funds specified above]
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:
[Insert amount]
Federal Award Project Description: [Insert description]
Name of Federal Awarding Agency: Department of Treasury
Name of Pass-Through Entity: [LOCAL GOVERNMENT NAME], North Carolina
Contact Information for [LOCAL GOVERNMENT NAME]
Authorizing Official:
[Insert contact information]
Contact Information for City Project Manager: [Insert contact information]
CFDA Number and Name: 21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D: Not R&D
Subrecipient Indirect Costs: See Exhibit C – Approved Budget

Exhibit B: Approved Activities

[DRAFTER NOTE: DESCRIBE IN DETAIL WHAT THE SUBRECIPIENT WILL DO WITH THE MONEY] To be determined by
Finance Director or his/her designee.

Exhibit C: Approved Budget

Consult the County's Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES Total Revenue
[LOCAL GOVERNMENT NAME] Coronavirus State and
Local Fiscal Recovery Funds Awarded
$
Budget Cost Categories
OMB Uniform Guidance
Federal Awards Reference 2
CFR 200
Total
Expenditures
1. Personnel (Salary and Wages) $
2. Fringe Benefits $
3. Travel $
4. Equipment $
5. Supplies $
6. Contractual Services and Subawards

$
7. Consultant (Professional Service) $
8. Construction $
9. Occupancy (Rent and Utilities) $
10. Research and Development (R&D) $
11. Telecommunications $
12. Training and Education $
13. Direct Administrative Costs $
14. Miscellaneous Costs
a. Advertising and public relations costs
b. Materials and supplies costs, including
costs of computing devices
$

15. Add additional cost items as needed
16. Total Direct Costs (add lines 1-15) $
17. Total Indirect Costs
Rate %:
Base*:
$
18. Total Costs Federal Grant Funds (Lines 16 and
17)

MUST EQUAL REVENUE TOTALS ABOVE
$

* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____

Signature of Subrecipient's Authorized Official

____

Name and Title of Subrecipient's Authorized Official

____

Date

Exhibit E: Subaward Policy

[DRAFTER NOTE: APPEND THE [COUNTY/CITY/TOWN/VILLAGE]'S SUBAWARD POLICY HERE.]

Exhibit F: Key Personnel

[DRAFTER NOTE: CREATE A CONTACT INFORMATION FORM HERE]

CountyINFORMATION
Administrative Address:
Invoice Address:

Project Manager Name:
Project Manager Title:
Project Manager Email:
Project Manager Phone:

Fiscal Officer Name:
Fiscal Officer Title:
Fiscal Officer Email:
Fiscal Officer Telephone:

SUBRECIPIENT INFORMATION
Administrative Address:
Invoice Address:

Project Manager Name:
Project Manager Title:
Project Manager Email:
Project Manager Telephone:

Fiscal Officer Name:
Fiscal Officer Title:
Fiscal Officer Email:
Fiscal Officer Telephone:

COUNTY OF MOORE POLICY FOR PROGRAM INCOME
RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH
CAROLINA LOCAL GOVERNMENTS

WHEREAS, the County of Moore has received an allocation of funds from the Coronavirus “State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF”) established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”).

WHEREAS, the County of Moore shall comply with the terms of ARPA, and the U.S. Department of Treasury’s (“Treasury”) federal regulations governing the spending of CSLFRF funds, including the Final Rule, and Treasury’s regulations governing expenditures of CSLFRF funds, including the Award Terms and Conditions, Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (together the “Federal regulations”), and any additional guidance Treasury has issued or may issue governing the spending of CSLFRF funds.

WHEREAS, the County of Moore shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200 (the “Uniform Guidance”); and

WHEREAS, the County of Moore shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, and as stipulated in Compliance and Reporting Guidance for the State and Local Recovery Funds, which provides: “Recipients of CSLFRF funds should calculate, document, and record the organization’s program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”[1]

Now, therefore, be it RESOLVED, That the governing board of the County of Moore hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of CSLFRF funds pursuant to the ARP/CSLFRF award.

PROGRAM INCOME POLICY

I. PURPOSE AND SCOPE

The County of Moore enacts the following procedures for its use of program income earned from the expenditure of CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. The County of Moore hereafter “UNIT” agrees

1 Compliance and Reporting Guidance, p. 9.

to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

The responsibility for following this policy lies with the Finance Director and/or his/her designee who are charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to Administration Staff and Financial Staff including the County Manager and his/her designee, Budget Manager/Internal Auditor, Finance Director and/or his/her designee and Accounting and Grants Manager and/or his/her designee.

II. DEFINITIONS2

a. ARP/CLSFRF award means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the Assistance Listing and as administered by the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2 (Mar. 11, 2021).

b. CSLFRF funds means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively "CSLFRF") awarded to the [UNIT] pursuant ARPA.

c. Federal award means the Federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.

d. Federal awarding agency means the Federal agency that provides a federal award directly to a non-Federal entity.

e. Federal financial assistance means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.

f. Federal program means all Federal awards which are assigned a single Assistance Listings Number.

g. Non-Federal entity means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a federal award as a recipient or subrecipient.

h. Period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. The period of performance for the ARP/CSLFRF award ends December 31, 2026.

i. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § § 200.307(f).

2 Excluding the first two, the definitions in this section are found in 2 C.F.R. 200.1.

III. PROGRAM INCOME OVERVIEW

For purposes of this policy, program income is the gross income earned by the UNIT that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. 2 CFR 200.1.
Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed;
- Payments for the use or rental of real or personal property;
- The sale of commodities or items fabricated under the Federal award; and
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them;
- Governmental revenues, such as taxes, special assessments, levies, or fines; and
- Proceeds from the sale of real property, equipment, or supplies.[3]

IV. USE OF PROGRAM INCOME

Program income earned pursuant to expenditures of CSLFRF is the property of US Treasury and shall be accounted for in one of three ways pursuant to 2 C.F.R. § 200.307(e).

Deduction Method: Program income must be deducted from total allowable costs to determine net allowable costs. Program income shall be used to reduce Treasury's obligation under the ARP/CSLFRF award rather than to increase the funds committed a project. Program income shall be used for current costs. The [UNIT] shall track and account for program income during the period of performance and shall reimburse Treasury, as required. 2 C.F.R. § 200.307(e)(1).
Addition Method: With prior approval, program income may be added to the total amount of the ARP/CSLFRF award, thereby increasing the total amount of the award. Program income must be expended on an eligible project or program. 2 C.F.R. § 200.307(e)(2).
Pursuant to the terms of the ARP/CSLFRF award, the repayment of principal and interest on loans made with CSLFRF funds that will mature or be forgiven on or before December 31, 2026, may be accounted for using the addition method (see Section VI).

3 2 C.F.R. 200.1 and 2 C.F.R. 200.307 each define and limit the sources of program income.

Matching or Cost Sharing Method: With prior approval, program income may be used
to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award shall not change.4 2 C.F.R. § 200.307(e)(3).
Unless the ARP/CSLFRF award otherwise stipulates, or the UNIT has received prior approval, the UNIT shall apply the deduction method to account for the use of program income.

V. ALLOCATION OF PROGRAM INCOME

The UNIT shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF award.5 To adhere to these requirements, the County of Moore shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in the "UNIT's" Allowable Cost Policy. The UNIT shall allocate program income to the ARP/CSLFRF award in proportion to the pro rata share of the total funding (e.g., if CSLFRF funds cover half of a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF award and account for its use pursuant to § 200.307).
REPAYMENT OF PRINCIPAL AND INTEREST ON LOANS MADE WITH ARP/CSLFRF FUNDS
Treasury expects that a significant share of loans made with ARP/CSLFRF funds will be repaid. Accordingly, it has issued guidance on how to appropriately account for the repayment of principal and interest. The UNIT agrees to appropriately account for the return of loan funds according to the ARP/CSLFRF award terms, as follows:

• For Loans that mature or are forgiven on or before December 31, 2026: The UNIT may add the repayment of principal and interest (program income) to the ARP/CSLFRF award. When the loan is made, the UNIT shall report the principal of the loan as an expense. The UNIT shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use. The UNIT is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) in accounting for the use of program income.6

4 The Final Rule provides that a non-Federal entity may expend up to the amount of its reduction in revenue due to the pandemic to meet the non-federal cost-share or matching requirements of other federal programs. However, the Final Rule does not mention whether program income may be used to meet cost-sharing or matching requirements. A non-Federal entity should not allocate program income to cost share or matching requirements unless it receives prior approval from Treasury.

5 2 C.F.R. § § 200.404, 408.

6 Final Rule, p. 4436

• For Loans with maturities longer than December 31, 2026: The UNIT is not required to separately account for the repayment of principal and interest on loans that will mature after the ARP/CSLFRF award's period of performance. The UNIT may use CSLFRF for only the projected cost of the loan. The UNIT may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the "UNIT's" cost of funding. The cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the UNIT or (ii) recently issued by a unit of state, local, or Tribal government similar to the UNIT. If the UNIT has adopted the Current Expected Credit Loss (CECL) standard, it may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. The UNIT may measure projected losses either once, at the time the loan is extended, or annually over the covered period. Under either approach, the UNIT is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) and need not separately track repayment of principal or interest. 7

• Revolving Loan Funds: The UNIT shall treat the contribution of ARP/CSLFRF funds to a revolving loan fund according to approach described above for loans with maturities longer than December 31, 2026.8 The UNIT may contribute ARP/CSLFRF funds to a revolving loan only if the loan is determined to be for eligible use and the ARP/CSLFRF funds contributed represent the projected cost of loans made over the life of the revolving loan fund.
[Note: In the Final Rule, Treasury expressly provides that the repayment of principal and interest on loans that mature on or before Dec. 31, 2026, shall be added to the award (i.e., the deduction method doesn't apply). With respect for loans with maturities after Dec. 31, 2026, the Final Rule directs readers to Treasury's Interim Final Rule FAQs, which was last updated January 2022. The IFR is set to expire April 1, 2022. Treasury anticipates issuing FAQs for the Final Rule at some point. It is advisable to read any additional guidance, including the Final Rule FAQ document once it is issued, for updates on the treatment of program income.]

VI. ADDITIONAL PROGRAM INCOME REQUIREMENTS

(a) Identifying, Documenting, Reporting, and Tracking. To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms, and conditions of the ASP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. The UNIT shall not comingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds the UNIT received from Treasury. Any costs associated with

7(See question 4.11 in Treasury’s Interim Final Rule FAQ document.)
8See question 4.11 in Treasury’s Interim Final Rule FAQ document.)

generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

(b) Program Income Earned After the Period of Performance. The UNIT shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, the UNIT shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.

(c) Subawards. The UNIT agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the UNIT on a MONTHLY basis.

(d) Compliance with State law. Program income shall not be expended for purposes prohibited under State law.

(e) Subject to Audit. The UNIT recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

VII. IMPLEMENTATION OF POLICY

The Finance Director and/or his/her designee will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.

ADOPTED, this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Moore County Clerk to the Board

POLICY FOR PROPERTY MANAGEMENT RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the County of Moore has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.
1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v2.1 November 2021) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the governing board of the County of Moore hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

Property Standards for Real Property, Equipment, and Supplies Acquired with American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316 detail property standards related to the expenditure of ARP/CLSFRF funds. The County of Moore, hereinafter [COUNTY] shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The following definitions from 2 CFR 200.1 apply in this policy.

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the County for financial statement purposes, or $5,000. See also the definitions of capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies in this section.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.
Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock, and other instruments of property ownership (whether the property is tangible or intangible).
Personal property: property other than real property. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

Real property: land, including land improvements, structures, and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the local government for financial statement purposes or $5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the [County/City/Town/Village]. 2 CFR 200.311(a).

Use of Real Property: Real property acquired or improved with ARP/CSLFRF funds must be used for the originally authorized purpose as long as needed for that purpose, during which time the County must not dispose of or encumber its title or other interests. 2 CFR 200.311(b).

Insurance of Real Property: The County must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the County. 2 CFR 200.310.

Disposition of Real Property: When the County no longer needs real property purchased with ARP/CSLFRF for ARP/CSLFRF purposes, the County must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:
1. The County retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury’s percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the County is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The County sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury’s percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the County is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. The County transfers title to US Treasury or to a third party designated/approved by US Treasury. The County is entitled to be paid an amount calculated by applying the County’s percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the County. 2 CFR 200.313(a).

Use of Equipment: The County must use equipment acquired with ARP/CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF award, and the County must not encumber the property without prior approval of US Treasury. 2 CFR 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a federal awarding agency, in the following order of priority:
1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR 200.313(c)(1).
During the time that equipment is used on the project for which it was acquired, the COUNTY must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The County must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

Replacement Equipment: When acquiring replacement equipment, the County may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The County will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.
1. The County will maintain sufficient records that include
a) a description of the property,
b) a serial number or other identification number,
c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
d) who holds title,

e) the acquisition date,

f) cost of the property,

g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
h) the location, use and condition of the property, and
i) any ultimate disposition data including the date of disposal and sale price of the property.

2. The County will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.

3. The County will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the County.

4. The County will develop and implement adequate maintenance procedures to keep the property in good condition.

5. If the County is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The County must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the County. 2 CFR 200.310.

Disposition of Equipment: When the equipment is no longer needed for its original ARP/CSLFRF purpose, the County may either make the equipment available for use in other activities funded by a federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than $5,000 may be retained, sold, or transferred by the County, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than $5,000 may be retained or sold by the County. The County must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. The County must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the County to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the County for its attributable compensation for its

attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the County upon acquisition. 2 CFR 200.314(a).

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, the County must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

Noncompetition. As long as the Federal Government retains an interest in the supplies, the County must not use supplies acquired under the ARP/CSLFRF to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the County as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the County to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property. 2 CFR 200.316.

VII. IMPLEMENTATION OF POLICY

Finance Director and/or Finance Designee shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CLSFRF funds. At a minimum, those procedures must address the following:

• Ensure proper insurance of property
• Document proper use of property
• Working with the Finance Director and/or Finance Designee, record and maintain required data records for equipment
• Conduct periodic inventories of equipment, at least every two years
• Create processes for replacement and disposition of property
• Establish other internal controls to safeguard and properly maintain property

ADOPTED this the 16th day of May 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Moore County Clerk to the Board

Agenda Item: Meeting Date: May 16, 2022 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: May 9, 2022

SUBJECT: Approval for the Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Revision 1; WPCP ARP Capital Project Ordinance; and MCPU ARP Capital Project Ordinance PRESENTER: Caroline L Xiong, Finance Director

REQUEST:

To make a motion to approve the Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds Revision 1. The revision establishes three specific capital project ordinances for WPCP, MCPU and EMWD for three separate project groups in accordance with Federal Uniform Guidance, state and local laws. BACKGROUND:

• The County of Moore has been awarded $19,594,757 under the American Rescue Plant Act of 2021 (CSLFRF). This funding will come in two tranches. The County has received the first tranche of $9,797,378.50 in May 2021 and the balance will be delivered approximately 12 months later. The Final Rule permits funds to be used to cover costs beginning on March 3, 2021. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

• On March 1, 2022, the Board of Commissioner approved a Grant Project Ordinance for the following projects: 1) $4,797,378 for Broadband Projects 2) $2,398,689 for Moore County Public Utilities Projects (MCPU Projects) 3) $2,398,690 for Water Pollution Control Plant Projects (WPCP Projects)
4) $10,000,000 for Revenue Replacement Standard Allocation – Public safety salaries & fringe benefits for period of July 1, 2021 through December 31, 2024

• The revision establishes individual grant/capital project funds for broadband, Moore County Public Utilities, the Water Pollution Control Plant, and East Moore Water District. The amounts listed above will be allocated to these newly created funds to create ease of reporting to ensure compliance with required regulations.

• The MCPU Project funded through revision 1 is the Linden Roads Wells.

• The WPCP Projects funded through revision 1 are the Raw Sewage Pump Station & Influent Meter Vault Construction and the Morganton Rd Interceptor Construction.

• The EMWD Project funded through revision 1 is the Thurlow Booster Pump Station.

• $4,103,983 will be transferred to the Emergency Medical Services Fund to reimburse the salaries and fringe benefits of the active employees in the EMS Fund (fund 200), as authorized by the Standard Allowance for general government services.

• The remaining funds from the Standard Allowance of $5,896,017 will be transferred to the General Fund to reimburse the salaries and fringe benefits of the active employees in the Sheriff and Detention Center departments, as authorized by the Standard Allowance for general government services.

FINANCIAL IMPACT STATEMENT: Revenues and expenditures have already been budgeted in the Grant Project Ordinance (fund 241).

This revision delivers the appropriate funds to the projects in accordance with the revised budget.

RECOMMENDATION SUMMARY: 1) Make a motion to approve of the Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds Revision 1

2) Make a motion to approve the WPCP ARP Capital Project Ordinance

3) Make a motion to approve the MCPU ARP Capital Project Ordinance SUPPORTING ATTACHMENTS

Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds (Fund 241) Revision 1 WPCP ARP Capital Project Ordinance

MCPU ARP Capital Project Ordinance

Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery
Funds (Fund 241)
Revision 1
JE 110261

BE IT ORDAINED by the Board of Commissioners of the County of Moore, North Carolina that, pursuant to Section 13.2 of Chapter 159 of
the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of
H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). The County of Moore has received the first tranche in the amount of $9,797,378.50
of CSLFRF funds. The total allocation is $19,594,757, with the remainder to be distributed to the county within 12 months. These funds
may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as
addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector;
2. Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue loss due to the
pandemic;
3. Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear
the greatest health risks because of their service in critical sectors; and,
4. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water,
support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project
Code Project Description
Expenditure
Category (EC) Cost Object
Current Appropriation of
CSLFRF Funds
Appropriation
of Other
Monies
(Specify revenue
source)
Increase/Decrease Appropriation of
CSLFRF Funds
Revised Appropriation of
CSLFRF Funds
0001 Broadband 5.21 Infrastructure $ 4,797,378 $ -

$ - $ 4,797,378

0002

MCPU Projects
5.11 & 5.13

Infrastructure

$ 2,398,689 $ - $ (2,398,689) $ -
Transfer to MCPU ARP
Capital Project $ -

$ - $ 1,223,689 $ 1,223,689
Transfer to EMWD ARP
Capital Project $ - $ - $ 1,175,000 $ 1,175,000
0003

WPCP Projects
5.1

Infrastructure $ 2,398,690 $ - $ (2,398,690) $ -

Transfer to WPCP ARP
Capital Project $ - $ - $ 2,398,690 $ 2,398,690
0004

Revenue Replacement-
Standard Allocation -
Public Safety Services for
period of July 1, 2021
through December 31,
2024

6.1

Salaries $ 7,300,000 $ - $ (7,300,000) $ -
Benefits $ 2,700,000 $ - $ (2,700,000) $ -
Transfer to General Fund -
Salaries & Fringe Benefits
Reimbursement $ - $ - $ 5,896,017 $ 5,896,017
Transfer to EMS Fund -
Salaries & Fringe Benefits
Reimbursement $ - $ - $ 4,103,983 $ 4,103,983
N/A Unassigned N/A N/A $ - $ - $ - $
-
Grand Total $19,594,757 $ - $19,594,757

Section 3: The following revenues are anticipated to be available to complete the project:

CSLFRF Funds: $19,594,757
General Fund Transfer: $0
Total: $19,594,757

Section 4: The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of
the grantor agency and the grant agreements.

Section 5: The Finance Director is hereby directed to report the financial status of the project to the governing board as requested.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Manager/Internal Auditor, the Finance Director and to
the Clerk to the Board.

Section 7: This grant project ordinance expires on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by
the county, whichever occurs sooner.

Adopted this the _________ day of May 2022.

____

Frank Quis, Chairman
Moore County Board of Commissioners

____

Laura M. Williams
Clerk to the Board

County of Moore WPCP ARP Capital Project Ordinance 110262

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

Section 1. The capital project authorized is the Raw Sewage Pump Station Construction & Influent Meter Vault Construction and the Morganton Rd Interceptor Construction funded by Coronavirus State & Local Fiscal Recovery Fund in the American Rescue Plan Act of 2021.

Section 2. The officers and staff of this unit are hereby directed to proceed with the projects within the terms of Federal Uniform Guidance, state and local guidance, and the budget contained herein. Section 3. The following amounts are appropriated for the WPCP Projects:

Section 4. The following revenues are anticipated to be available to complete the WPCP Projects:

Budget
Transfer from Public Utilities 1,443,310$
Transfer from CSLFRF Grant Project
Ordinance 2,398,690$
Total 3,842,000$

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the documents and agreements as it relates to the Federal Uniform Guidance, North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Section 7. The Finance Officer is directed to report the financial status of the project to the U.S. Treasury and as requested by the Board of Commissioners.

Raw Sewage Pump Station Construction &
Influent Meter Vault Construction 650,000$
Morganton Rd Interceptor Construction 3,192,000$
Total 3,842,000$

Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 16th day of May 2022.

____

Frank Quis, Chairman Moore County Board of Commissioners ______________________________ Laura M. Williams
Clerk to the Board

County of Moore MCPU ARP Capital Project Ordinance 110263

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

Section 1. The capital project authorized is the Linden Roads Wells funded by Coronavirus State & Local Fiscal Recovery Fund in the American Rescue Plan Act of 2021. .

Section 2. The officers and staff of this unit are hereby directed to proceed with the projects within the terms of the Federal Uniform Guidance, state and local statutes, and the budget contained herein. Section 3. The following amounts are appropriated for the MPCU Project, the Linden Roads Wells:

Budget
Linden Roads Wells 1,223,689$
Total 1,223,689$

Section 4. The following revenues are anticipated to be available to complete the MPCU Project:

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the documents and agreements as it relates to the Federal Uniform Guidance, North Carolina General Statutes, federal regulations and any other applicable laws.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Budget
Transfer from CSLFRF Grant Project
Ordinance 1,223,689$
Total 1,223,689$

Section 7. The Finance Officer is directed to report the financial status of the project to the U.S. Treasury and as requested by the Board of Commissioners. Section 8. This Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, budget officer and Clerk to the Board of Commissioners.

Adopted this 16th day of May 2022.

______________________________ Frank Quis, Chairman Moore County Board of Commissioners

____

Laura M. Williams
Clerk to the Board

Agenda Item:
Meeting Date: 05/16/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/13/2022

SUBJECT: Appointments / Planning Board

REQUEST:

Appoint member to the Moore County Planning Board.

BACKGROUND:

The current term of service for Planning Board member Joe Garrison expires May 31. He currently serves as Chairman and is willing to continue service.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Planning Board for a three-year term expiring May 31, 2025.