



Moore County Board of Commissioners

March 18, 2025 | 5:30 PM
Historic Courthouse
1 Courthouse Square
Carthage, NC 28327

MINUTES

COMMISSIONERS PRESENT

Chairman Kurt Cook, Vice Chairman Nick Picerno, Jim Von Canon, John Ritter, and Tom Adams

CALL TO ORDER

Chairman Cook called the meeting to order.

INVOCATION

County Manager Wayne Vest offered the invocation.

PLEDGE OF ALLEGIANCE

Planning Director Debra Ensminger led the Pledge of Allegiance.

1. PUBLIC COMMENT PERIOD

The following offered comments: John Misiaszek, John Taylor, and Amy Ference

2. ADDITIONAL AGENDA

There were no additional agenda items.

Chairman Cook asked if any Commissioner had a conflict of interest concerning agenda items that the Board would address in this meeting, and there were none.

3. CONSENT AGENDA

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent items and the budget amendments, contract amendment and resolution for Adult & Teen Challenge of Sandhills, the amendment to Moore County Board of Adjustment Bylaws, tax releases and refunds for February 2025, travel policy & procedure, and Sturgill contract amendment are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, F, and G respectively:

- A. Board of Commissioners - March 4, 2025, Regular Meeting Minutes
- B. Board of Commissioners - March 4, 2025, Special Meeting Minutes
- C. Finance - Budget Amendments

- D. Administration - Opioid Settlement Fund Contract Amendment No. 4 and Amended Resolution for Adult & Teen Challenge of Sandhills North Carolina
- E. Planning - Amendment to Moore County Board of Adjustment Bylaws
- F. Tax - Tax Releases/Refunds for Month of February 2025
- G. Administration - Travel Policy and Procedure
- H. Public Works - Sturgill Contract Amendment #3 for the Influent Pump Station Electrical Upgrade Project

4. RECOGNITIONS

- A. Board of Commissioners - Proclamation Honoring Levi Ratkowski
Vice Chairman Picerno read a proclamation honoring Levi Ratkowski. A copy of the proclamation is hereby incorporated as a part of these minutes by attachment as Appendix H.
- B. Administration - Artist Rendering Related to High Falls
Bill Scott, former director of the Moore County Parks and Recreation Department, was recognized. Mr. Scott recognized Mickey Brown. Mr. Brown presented an artist's rendering of the High Falls Dam called "Saving our Memories" to the Moore County Board of Commissioners. This painting was produced by Vernon Wilson, a Moore County native who was also present at the meeting.

5. PRESENTATIONS

- A. Board of Commissioners - Museum Project/Memorial Park Project
LTC Kirk Windmueller, (Retired) US Army, Special Forces, CEO Special Forces Memorial Park Foundation, presented a request for the National Special Forces Green Beret Memorial Foundation to lease 14.77 acres, parcel ID: 96000283, of Moore County-owned land for the National Special Forces Green Beret Memorial Park project. This park would be located across the street from the Moore County Airport and will honor the legendary elite U.S. Army Special Forces "Green Beret" Soldiers of every era and the legacy of the Special Forces Regiment with a monumental memorial park near Fort Bragg, NC. The requested lease would be for 99 years. There will be three phases of this project, and they were explained. A copy of the presentation that was given is hereby incorporated as a part of these minutes by attachment as Appendix I. Vice Chairman Picerno asked if the County would be able to lease this piece of property. County Attorney Leland recommended a tri-party lease agreement between Moore County, the National Special Forces Green Beret Memorial Foundation, and the Moore County Airport Authority. The FAA would have to release this property as well and would have to go through its process. Moore County Airport Director Rick Cloutier confirmed that the property falls under FAA grant assurances, so the Airport would have to go through the process of getting a relief of non-aeronautical use, and he said they had started the process.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to pursue a lease agreement of \$1.00 per year for 99 years and send a letter to Congressman Richard Hudson for this request to be expedited working through the FAA.

6. PUBLIC HEARINGS

A. Planning - Public Hearing to consider Unified Development Ordinance Amendments to Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2.

Planning Director Debra Ensminger requested the Board consider a request to amend Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2 (Child Care Home Facility) (Definition) of the Moore County Unified Development Ordinance (UDO). Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks and publishing a legal notice on the Moore County website.

Chairman Cook opened the Public Hearing on the consideration of the Unified Development Ordinance Amendments to Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2 and closed it after everyone who wished to speak had done so.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the Planning Board Land Use Plan Consistency Statement as Consistent and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605.

Upon motion made by Chairman Cook, seconded by Commissioner Ritter, the Board voted 5-0 to approve the proposed amendments to Chapter 8 (Specific use Standards) Section 8.29.A.1 and 8.29.A.2 (Child Care Home Facility) (Definition) of the Moore County Unified Development Ordinance (UDO).

All documents regarding this item are hereby incorporated into these minutes by attachment as Appendix J.

B. Planning - Public Hearing to consider Unified Development Ordinance Amendments to Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) Release Requested) and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."

Planning Director Debra Ensminger requested the Board to consider Unified Development Ordinance Amendments to Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-

Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) Release Requested) and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."

Chairman Cook opened the Public Hearing to consider Unified Development Ordinance Amendments to Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) Release Requested) and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation," and closed it after everyone who wished to speak had done so.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Adams, the Board voted 5-0 to adopt the Planning Board Land Use Plan Consistency Statement as Consistent and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605.

Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to Approve the proposed amendments to Chapter 19 (Subdivisions), Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), and Section 19.14.O.1 (Release or Reduction) (Release Requested), and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation" of the Moore County Unified Development Ordinance (UDO).

All documents regarding this item are hereby incorporated as a part of these minutes by attachment as Appendix K.

- C. Board of Commissioners - Public Hearing regarding Levy of an Additional 3% Occupancy Tax Pursuant to SL 2015-256 and NCGS 153A-55

The Board of Commissioners has had several discussions regarding increasing the room occupancy tax and the purpose in use of the additional revenue that would be generated. The most recent discussion was held during the Board's January 15, 2025, work session. The Board is considering increasing the occupancy tax up to and including 3%. This action would be by resolution after holding the public hearing tonight, March 18, 2025, at 5:30 pm, and is pursuant to SL 2015-256 and NCGS 153A-55.

President and CEO of the Moore County Convention and Business Bureau, Phil Werz was recognized, and he introduced the CVC Board Members who were present.

Chairman Cook opened the Public Hearing, and the following offered comments: Chairman of the Convention and Business Bureau Board Kelly Miller thanked the Board of Commissioners for allowing the CVB to present the Product Development Fund. He informed the Board that the CVB Board voted unanimously to move forward with the 3% increase in occupancy tax. The Product Development Fund has three goals, and they are to invest in tourism-related assets and provide increase visitors to Moore County, to enhance the community for visitors as well as assist Moore County citizens through visitor regenerated tax dollars, and to collaborate with municipalities of Moore County as well as nonprofit organizations as they present projects to the CVB Board. The CVB Board will create a product development committee that will make recommendations to the CVB Board, who will ultimately approve or disapprove the projects.

The following spoke FOR the request:

Mr. Werz gave a PowerPoint presentation, and it is hereby incorporated into these minutes by attachment as Appendix M.

Ryan Olufs, Owner and Operator of Misty Morning Ranch Ostrich Farm

Chris Dunn, Moore County Arts Council Director

Crystal King, Seagrove potter representing the Seagrove Potters Association

Jason Daily, with the Aberdeen Carolina and Western Railway Company

Nate Webb, American Whiskey Company representative

David Hensley spoke in favor "conditionally." He suggested that Moore County Schools have first right of refusal for the additional funds.

Katie Wyatt, Weymouth Center for the Arts and Humanities Executive Director

Commissioner Von Canon expressed concern for those people visiting Moore County for reasons other than golf or tourism activities. He asked if there was a way to carve out those that are not here for tourism so they would not have to pay the increased occupancy tax rate. Mr. Werz said he would ask this question during the CVB's next meeting, but this is not his area of expertise.

Vice Chairman Picerno asked if the Moore County Schools would be able to apply for grants that could be used with the increase. Mr. Werz offered comments and said it will be up to the Board to fund or not fund project requests from Moore County Schools. Mr. Miller said Moore County Schools has the opportunity to apply for these funds, and they would go through the same process as others that apply by submitting a project request.

Vice Chairman Picerno said in the Memorandum of Understanding with the Airport Authority that is currently being considered, these additional funds would not be allowed to be used for commercial airline purposes. Mr. Miller acknowledged that the CVB Board would be discussing this item soon.

No one spoke against this request.

Chairman Cook closed the public hearing after everyone who wished to speak had done so.

Vice Chairman Picerno made a motion, seconded by Commissioner Adams, that the Board increase the occupancy tax up to and including 3%, pursuant to N.C.G.S. 153A-155 and SL 2015-256 effective July 1, 2025, pending the CVB Board passing the MOU with the Airport Authority. Discussion followed.

At this time, the Board took a brief recess. Upon reconvening, **Vice Chairman Picerno rescinded his motion, and Commissioner Adams rescinded his second.**

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to adopt a resolution adopting an additional 3% occupancy tax pursuant to Session Law 2015-256 and NCGS 153A-55, effective January 1, 2026. This resolution will be included as a part of these minutes by attachment as Appendix L.

7. QUASI-JUDICIAL HEARINGS

There were none.

8. OLD BUSINESS

There was none.

9. NEW BUSINESS

A. Finance - Airport Runway 5 RPZ Land Acquisition

Airport Director Richard Cloutier presented a request for approval of the Project Budget Ordinance and the Resolution for Project #36244.57.14.1, Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive Revision #3. The Airport identified 185 Storage Drive as a property that is in the Runway Protection Zone (RPZ). In May 2021, the Airport received a State Aid to Airport grant in the amount of \$2,600,000 (\$2,340,000/State; \$260,000/Local), for Runway 5 RPZ Land Acquisition, 185 Storage Drive, Project #36244.57.14.1. In 2021, the Airport Authority began Phase 1 of acquiring the property. Phase 1 included completing appraisals and surveys. The approved budget for Phase 1 was \$47,840 (\$43,056 State; \$4,784 Local). In October 2022, the Airport requested additional funds to complete Phase 1. The approved request brought the total cost of Phase 1 to \$59,845 (\$53,860 State; \$5,985 Local). The Airport Authority began negotiations to purchase 185 Storage Drive. In May 2024, the Airport Authority requested approval of the additional funds for 185 Storage Drive of \$2,540,155 (\$2,286,140 State; \$254,015 Local). Phase 2 (purchase of property) Airport Authority requested additional funds of \$144,445 (\$130,000: State; \$14,445

Local) in November 2024. The Airport Authority has recently closed on this property.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Project Budget Ordinance and Resolution for Project #26244.57.14.1, Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive Revision #3. These documents will be included as a part of these minutes by attachment as Appendix M and N, respectively.

B. Administration - Resolution for Civil Air Patrol, US Air Force Auxiliary

County Manager Vest presented a request for the Board to adopt a resolution for Civil Air Patrol, US Air Force Auxiliary.

The Moore County Board of Commissioners wishes to make the community aware of this excellent opportunity to become involved with the Civil Air Patrol for children aged 12-18. The Board also wants to recognize and honor the Civil Air Patrol, US Air Force Auxiliary program, for helping youth to excel in life and producing future exemplary leaders in the community.

Vice Chairman Picernos' grandson is currently a part of this program, and he has recently been promoted. Vice Chairman Picerno offered positive comments about this program.

Chairman Cook offered comments and said his daughter had also been a part of this program. He spoke highly of the program.

County Manager Vest read the resolution honoring the Civil Air Patrol, US Air Force Auxiliary.

Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to approve the resolution honoring the Civil Air Patrol, US Air Force Auxiliary, and authorize the Chair to sign. This resolution will become a part of these minutes by attachment as Appendix O.

Vice Chairman Picerno asked the Clerk to share this resolution with local media and have it posted to the Moore County website.

Commissioner Adams asked the Moore County Schools to post the resolution on their bulletin boards at their high schools.

C. Administration - Letter to ABC Board

County Manager Vest shared he has followed up with the ABC Board with a letter regarding the discussion during the Board's February 4, 2025 meeting regarding the ABC Board voting not to renew the law enforcement contract with Moore County Sheriff's Department for FY 2025-2026. It was suggested that the Board send a follow-up letter regarding this item as well as regarding these concerns and the ABC Board reconsider their decision.

Upon motion made by Commissioner Adams, seconded by Commissioner Ritter, the Board voted 5-0 that the Chair of the ABC Board be invited to make a presentation and answer questions about the decision to form it's own security force rather than contract with the Sheriff's Office for provision of these services, including reasons justifying same and the financial impact of such decision on the ABC Board and the County; further the Board requests that any efforts taken to implement this decision be placed on hold until the Commissioners receive the

information and respond; and this verbiage be included in the letter that will be sent to the ABC Board.

D. Public Safety - Purchase Ambulance Utilizing H-GAC

Public Safety Director Bryan Phillips presented a request for the approval to allow Moore County EMS to purchase two (2) 2024 Dodge Ram 5500 4x4 Crew Cab, AEV Type 1 Modular Ambulances from American Response Vehicle, Inc. utilizing Houston-Galveston Area Council (H-GAC) contract pricing not to exceed \$768,986.00.

Upon motion made by Commissioner Von Canon, seconded by Commissioner Adams, the Board voted 5-0 to approve the request for Moore County EMS to purchase two (2) 2024 Dodge Ram 5500 4x4 Crew Cab, AEV Type 1 Modular Ambulances from American Response Vehicle, Inc. utilizing Houston-Galveston Area Council (H-GAC) contract pricing not to exceed \$768,986.00 and authorize the Chairman to sign all necessary documents upon Finance and Legal approval. The purchase contract with American Response Vehicles, Inc., is hereby incorporated as a part of these minutes by attachment as Appendix P.

10. APPOINTMENTS

There were no appointments.

11. ADDITIONAL AGENDA

There were no additional agenda items.

12. MANAGER'S REPORT

There were no additional comments from the Manager.

13. COMMISSIONERS' COMMENTS

Vice Chairman Picerno thanked Ms. Parks and Ms. Leland for their writing abilities for resolutions and proclamations the Board asks them to write.

Vice Chairman Picerno offered comments regarding Ms. Ference's comments during the public comment period at the beginning of the meeting regarding the animal shelter. He would have liked more information regarding her concerns, as there are two sides to every story.

Commissioner Adams offered comments regarding learning what the CVB Board does during tonight's meeting, their importance, and what they do for the community. The Board of Commissioners does not like increasing taxes, however, the occupancy tax increase will not affect the local citizens of Moore County, which is a positive. The increase in the occupancy tax will give the CVB the tools that are needed to be able to put forward Moore County's interests in competing with similar municipalities and counties.

Commissioner Von Canon thanked the staff of Moore County for always being willing to assist the Board when needed, especially during weekend hours when staff are not working. He appreciates the staff of Moore County very much.

Commissioner Ritter agreed with Commissioner Von Canon's comments regarding staff, they are top notch.

Commissioner Ritter apologized for missing the Land Use Plan update that was held earlier in the day. His aunt Lula Marley passed away, and he was attending her funeral. He took a moment to remember her at this time and his appreciation of her life.

Chairman Cook appreciates the staff of Moore County and is thankful for all they do.

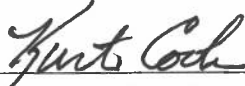
County Attorney Misty Leland wished Commissioner Ritter a happy birthday.

14. CLOSED SESSION

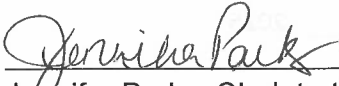
None was needed.

ADJOURNMENT

There being no further business, Chairman Cook adjourned the Regular Meeting of the Moore County Board of Commissioners at 8:19 p.m.



Chairman, Kurt J. Cook



Jennifer Parks, Clerk to the Board



Fiscal Year 2024/2025

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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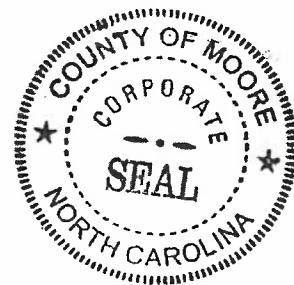
Property Management - Insurance Reimbursement

Revenue	10018000 36053	Insurance Proceeds	96,515	20,273	116,788
Expense	10047087 54250	Accident Repairs	152,673	20,273	172,946

Approved this 18 day of March, 2025

Kurt Cook
Kurt Cook, Chairman
Moore County Board of Commissioners

Jennifer Parks
Jennifer Parks
Clerk to the Board



Fiscal Year 2024/2025

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Transportation - 5311 Capital Grant FY24

Revenue	23032000 36086 5311 Cap 90%	219,699	208,212	427,911
Expense	23053055 55905 Capital Outlay	244,110	208,212	452,322

Approved this 18 day of March, 2025

Kurt Cook
Kurt Cook, Chairman
Moore County Board of Commissioners

Jennifer Parks
Jennifer Parks
Clerk to the Board



90226

1748

STATE OF NORTH CAROLINA**AMENDMENT NO. 4****COUNTY OF MOORE**

This Contract Amendment No. 4 (this "Amendment") is made this 18th day of March, 2025 between the County of Moore (the "County") and Adult & Teen Challenge of Sandhills, North Carolina (the "Grantee").

WHEREAS, the County and Grantee previously entered into an Agreement dated November 7, 2023, which was for the purpose of Recovery Support Services (the "Original Agreement"); and

WHEREAS, the County and Grantee previously amended the Original Agreement with Contract Amendment No. 1, dated June 18, 2024, due to Grantee's need to provide services for Strategy 4 – Recovery Housing Support, in addition to Strategy 3 – Recovery Support Services; and

WHEREAS, the County and Grantee previously amended the Original Agreement with Contract Amendment No. 2, dated September 5, 2024, due to the Grantee's need to provide services for Strategy 6 – Early Intervention, in addition to Strategy 4 Recovery Housing Support and Strategy 3 – Recovery Support Services, the County and Grantee agree to amend the Original Agreement by adding Early Intervention and to extend the term of the Original Agreement from September 30, 2024 to June 30, 2025; and

WHEREAS, the County and Grantee previously amended the Original Agreement with Contract Amendment No. 3, dated February 4, 2025, due to the Grantee's need to provide additional services for Strategy 3 – Recovery Support Services, the County and Grantee agree to amend the Original Agreement by increasing funds by \$50,000.00 for Strategy 3 – Recovery Support Services from \$194,985.00 to \$244,985.00, decreasing funds in the amount of \$15,000.00 for Strategy 4 – Recovery Housing Support from \$60,000.00 to \$45,000.00, and decreasing funds in the amount of \$35,000.00 for Strategy 6 – Early Intervention from \$35,000.00 to \$0.

WHEREAS, due to the Grantee's need to provide additional services for Strategy 3 – Recovery Support Services, the County and Grantee agree to amend the Original Agreement by increasing funds by \$11,462.00 for Strategy 3 – Recovery Support Services from \$244,985.00 to \$256,447.00 and decreasing funds in the amount of \$11,462.00 for Strategy 4 – Recovery Housing Support from \$45,000.00 to \$33,538.00.

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

1. The first sentence of Section 2 of the Original Agreement is amended to read: "In consideration of receipt of a grant, provided by the COUNTY and funded by Opioid Litigation Settlement Funds received by the COUNTY, in which the Board of County Commissioners or Moore County, for the term specified herein, will provide up to \$289,985.00 (\$256,447.00 for Strategy 3 – Recovery Support Services and \$33,538.00 for Strategy 4 – Recovery Housing Support) on a reimbursement basis to the GRANTEE for the term of this Agreement, and in return the GRANTEE agrees to abide by the terms of this Agreement as set forth herein."

1749

2. Except as provided for by this Amendment No. 4, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment No. 3 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

Signed by:

Kurt Cook

E14F9851727E495

Kurt Cook, Chairman
Board of Commissioners

**ADULT & TEEN CHALLENGE OF
SANDHILLS, NORTH CAROLINA**

DocuSigned by:

Russ Cambria

7211AB537F7A4CE...

Russ Cambria
Executive Director

ATTEST:

Signed by:

Jennifer Parks

62F819A76304403

Jennifer Parks
Clerk to the Board

PREAUDIT CERTIFICATE

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

DocuSigned by:

Caroline Xiong

1559291033E944E...

Caroline Xiong
Finance Officer

Certificate Of Completion

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Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Melinda Hill

AutoNav: Enabled

mhill@moorecountync.gov

Envelopeld Stamping: Enabled

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

Record Tracking

Status: Original

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Holder: Melinda Hill

mhill@moorecountync.gov

Location: DocuSign

Signer Events

Tami Golden

tgolden@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Signature

Completed

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Russ Cambria

russ@sandhillstc.org

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Caroline Xiong

cxiong@moorecountync.gov

Finance Directo

Security Level: Email, Account Authentication
(None)

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Jennifer Parks

jparks@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Pre-selected Style

Using IP Address: 4.42.243.65

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

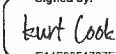
Timestamp

1751

In Person Signer Events

In Person Signing Host:
Jennifer Parks
jparks@moorecountync.gov
Person Signer:
Kurt Cook
Security Level: In Person

Signature

Signed by:

E14F9851727E495...

Signature Adoption: Pre-selected Style
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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
Finance Directo
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Electronic Record and Signature Disclosure:

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Jennifer Parks
jparks@moorecountync.gov
Clerk to the Board
County of Moore
Security Level: Email, Account Authentication
(None)

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Kris Klug
kklug@moorecountync.gov
Security Level: Email, Account Authentication
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Melinda Hill
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Law Office Manager

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Moore County, County Attorney's Office
Security Level: Email, Account Authentication
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Misty Leland
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County Attorney
County of Moore
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Carbon Copy Events**Status****Timestamp**

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Moore County
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Kris Klug
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Tami Golden
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Completed	Security Checked	3/20/2025 12:49:31 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

**AMENDMENT #4 RESOLUTION BY THE COUNTY OF MOORE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Moore County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Moore County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Moore County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: **Recovery Support Services**
 - b. Strategy is included in Exhibit **A**
 - c. Item letter and/or number in Exhibit A to the MOA: **3**
 - d. Amounted authorized for this strategy: **\$289,985 \$229,985 \$194,985, \$244,985 \$256,447**
 - e. Period of time during which expenditure may take place:
Start date: **October 1, 2023** through End date: **September 30, 2024 June 30, 2025**
 - f. Description of the program, project, or activity:
Hire Peer Support Specialists, a licensed counselor, and a part-time nurse along with associated equipment and training.
 - g. Provider: **Adult & Teen Challenge of Sandhills North Carolina \$289,985 \$229,985 \$194,985 \$244,985, \$256,447**

2. Second strategy authorized

- a. Name of strategy: Recovery Housing Support
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: 4
- d. Amount authorized for this strategy: \$60,000 \$45,000, \$33,538
- e. Period of time during which expenditure may take place:
Start date: October 1, 2023 through End date: September 30, 2024 June 30, 2025
- f. Description of the program, project, or activity:
Provide housing support for clients undergoing treatment.
- g. Provider: **Adult & Teen Challenge of Sandhills North Carolina \$60,000 \$45,000, \$33,538**

3. Third strategy authorized

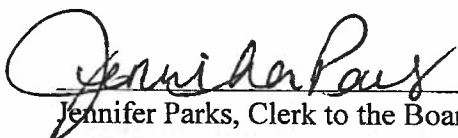
- a. Name of strategy: Early Intervention
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A to the MOA: 6
- d. Amount authorized for this strategy: \$35,000 \$0
- e. Period of time during which expenditure may take place:
Start date: October 1, 2023 through End date: September 30, 2024 June 30, 2025
- f. Description of the program, project, or activity:
Early Intervention – Moore County School System.
- g. Provider: **Adult & Teen Challenge of Sandhills North Carolina \$35,000 \$0**

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$289,985.

Adopted the 26th day of September 2023 amended on June 18, 2024, September 5, 2024, February 4, 2025, and on March 18, 2025.


Kurt Cook, Chair
Moore County Board of Commissioners

ATTEST:


Jennifer Parks, Clerk to the Board



BY-LAWS AND RULES OF
PROCEDURE BOARD OF
ADJUSTMENT MOORE
COUNTY
NORTH CAROLINA

I. GENERAL RULES

The Zoning Board of Adjustment shall be governed by the terms of North Carolina General Statutes §153A-345.1 and §160A-388 and by the Zoning Ordinance of Moore County.

II. MEMBERSHIP

- A. Members of the Moore County Board of Adjustment are appointed by the Moore County Board of Commissioners and shall serve at the pleasure of the Board.
- B. Board of Adjustment members should have basic knowledge of the County Zoning Ordinance and law, particularly land-use law.
- C. Board of Adjustment membership shall be restricted to residents of Moore County.
- D. If the Board of Commissioners does not zone the entire territorial jurisdiction of the County, each designated zoning area shall have at least one resident as a member of the Board of Adjustment.

E. Terms:

- 1. No member may serve more than two consecutive terms without stepping down from the Board for one three year term.
- 2. The length of one term is three years.
- 3. Terms will be staggered so that no more than fifty percent of the members' terms expire at one time.
- 4. 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 for no more than two consecutive terms as stated in Section E1.
- 4.5. The aforementioned term limit may be waived by the Board of Commissioners if it determines that the expertise of the individual made ineligible by this term limit would be detrimental to the function of the Board of Adjustment.

- F. Composition: The Board of Adjustment shall be made up of five members and two alternate members.

III. OFFICERS AND DUTIES

- A. Chairman: A chairman shall be elected by the full membership (including alternate members) of the Board of Adjustment. His term of office shall be for one year and until his successor is elected. Beginning on July 1, he shall be eligible for re-election. The chairman shall decide upon all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Board in session at that time. The chairman shall appoint any committees found necessary to investigate any matters before the Board.
- B. Vice Chairman: A vice chairman shall be elected by the Board from among its regular members in the same manner and for the same term as the chairman. He

shall serve as acting chairman in the absence of the chairman, and at such times he shall have the same powers and duties as the chairman.

- C. Secretary and Assistant Secretary: A secretary and assistant secretary shall be appointed by the chairman of the Board, either from within or outside its membership, to hold office during the term of the chairman and/or until a successor secretary shall have been appointed. The secretary shall be eligible for reappointment. The secretary, subject to the direction of the chairman and the Board, shall keep all records, conduct all correspondence of the Board, arrange for all public notices required to be given, notify members of pending meetings and their agenda, notify parties to cases before the Board of its decision on such cases, and, generally, supervise the clerical work of the Board. The secretary shall keep a permanent volume of the minutes of every meeting of the Board. The minutes shall show the record of all important facts pertaining to each meeting and hearing, every resolution and actions taken by the Board, and all votes of members of the Board upon any resolution or upon the final determination of any question, indicating the names of members absent or failing to vote. If the secretary is chosen from outside the membership of the Board, he shall not be eligible to vote upon any matter. The Assistant Secretary shall assume all duties and responsibilities of the Secretary in times of absence or vacancy.

IV. ALTERNATE MEMBERS

Alternate members of the Board shall be called upon to attend only those meetings and hearings at which one or more regular members are absent or unable to participate in the hearing of a case because of financial or other interest. Regular members, upon receiving notice of a special meeting which they cannot attend, or upon learning that they will be unable to participate in a meeting, shall promptly give notice to the secretary of the Board that they are unable to attend or to participate. On receiving such notice, the secretary shall, by the most expeditious means, notify an alternate member to attend. Assignments shall be rotated between the alternate members. At any meeting which they are called upon to attend, alternate members shall have the same powers and duties as regular members.

Except at the election of officers, at no time shall more than five members participate officially in any hearing or meeting.

V. RULES OF CONDUCT FOR MEMBERS

Members of the Board shall be removed for cause, including, but not limited to, a violation of the rules stated below.

- A. Faithful attendance at all meetings of the Board and conscientious performance of the duties required of members of the Board shall be considered a prerequisite of continuing membership on the Board.
- B. No Board member shall take part in the hearing, consideration or determination of any case in which he is personally or financially interested.

- C. No Board member shall vote on any matter deciding on an application or appeal unless he has attended the public hearing on that application or appeal.
- D. No Board member shall discuss any case with any party thereto prior to the public hearing on that case.
- E. Members of the Board shall not express individual opinions on the proper judgment of any case with any parties thereto prior to its determination of that case. Violation of this rule shall be cause for dismissal from the Board.
- F. Members of the Board shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

VI. MEETINGS

- A. Regular Meetings: Meetings will be scheduled as appeals for variances and interpretations are submitted to the Planning Department. Scheduled meetings will occur at 4:00 p.m. on the fourth Wednesday of each month as needed.
- B. Special Meetings: Special meetings of the Board may be called at any time by the Chairman or by a majority of the Board. At least 48 hours written notice of the time and place of special meetings shall be given, by the secretary or by the Chairman, to each member of the Board, and as required by the Open Meetings Law.
- C. Cancellation of Meetings: Whenever there are no appeals, applications for exceptions or variances, or other business for the Board, or whenever so many regular and alternate members notify the secretary of inability to attend that a quorum will not be available, the chairman may dispense with a regular meeting by giving written or oral notice to all members not less than 24 hours prior to the time set for the meeting.
- D. Quorum: A quorum in all matters except variance requests shall consist of a majority of the members of the Board. A quorum for variance requests shall consist of four-fifths of the members of the Board.
- E. Voting: All regular members may vote on any issue unless they have disqualified themselves for one or more of the reasons listed in Section V. The required vote to decide appeals and applications shall be provided in Section VII, d, 4 and shall not be reduced by any disqualification. In all other matters, the vote of a majority of the members present and voting shall decide issues before the Board.
- F. Conduct of Meeting: All meetings shall be open to the public. The order of business at a regular meetings shall be as follows:

1. Roll call
2. Reading of minutes of previous meeting
3. Hearing of cases
4. Reports of committees
5. Unfinished business
6. New business
7. Consideration and determination of cases heard

VII. APPEALS AND APPLICATIONS

- A. Types of appeals: The Board shall hear and decide all appeals from and review any order, requirement, decision or determination made by the Building Inspector and/or Zoning Administrator. It shall also hear and decide all matters referred to it or upon which it is required to pass by the Zoning Ordinance of Moore County. In deciding appeals, it may hear both those based upon an allegedly improper or erroneous interpretation of the ordinance and those based upon alleged hardship resulting from strict interpretation of the ordinance.
- B. Procedure for Filing Appeals: No appeal shall be heard by the Board unless notice thereof is filed within 30 days after the interested party or parties receive notice delivered via personal delivery, electronic mail, or first-class mail of the order, requirement, decision or determination by the Building Inspector and/or Zoning Administrator. The applicant must file his application for a hearing with the Zoning Administrator. All applications shall be made upon the form furnished for that purpose, and all information required thereon shall be complete before an appeal shall be considered as having been filed.
- C. Hearings:
 1. Time: After receipt of notice of appeal, the Board chairman shall schedule the time for a hearing, which shall be at a scheduled or special meeting within 45 days from the filing of such notice of appeal.
 2. Notice: Notice of hearings conducted pursuant to this section shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the zoning or unified development ordinance. In the absence of evidence to the contrary, the city may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the city shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way.
 3. Conduct of Hearing: Any party may appear in person or by agent or by attorney at the hearing. The order of business for hearing

shall be as follows:

- a. The chairman, or such person as he may direct, shall give a preliminary statement of the case;
- b. The applicant shall present an opening statement in support of the application;
- c. Persons opposed to granting the application shall present an opening statement against the application;
- d. The applicant shall present evidence in support of the application.
- e. Persons opposed to granting the application shall present evidence against the application.
- f. Both sides will be permitted to present rebuttals to opposing testimony.
- g. After all of the evidence has been presented, both the applicant and opposing parties shall be allowed to make closing statements, if they so desire. There shall be only one closing statement on behalf of the applicant, and one closing statement on behalf of those opposing the application.
- h. The chairman shall summarize the evidence which has been presented, giving the parties opportunity to make objections or corrections. Witnesses may be called and factual evidence may be submitted, but the Board shall not be limited to consideration of such evidence as would be admissible in a court of law. The Board may view the premises before arriving at a decision. All witnesses before the Board shall be placed under oath and the opposing party may cross-examine them.
- i. Rules for addressing the Board of Adjustment are as follows:
 - i. Each speaker must be sworn in.
 - ii. Each speaker will be limited to speaking one time, except in the cases of rebuttal and in purposes of explanation, in reference to the requested action, but will be allowed to answer questions by the board if there are any questions. When finished, the speaker will ask the board if there are any questions. The speaker shall answer all questions and be seated.
 - iii. Each speaker will confine himself or herself to testimony related to the specific case before the Board and shall avoid irrelevant comments and personalities.

4. Rehearing:

An application for a rehearing may be made in the same manner as provided for an original hearing. Evidence in support of the application shall initially be limited to that which is necessary to enable the Board to determine whether there has been a substantial change in

the facts. The application for rehearing shall be denied by the Board if from the record it finds that there has been no substantial change in facts. If the Board finds there has been a substantial change in facts, it shall thereupon treat the request in the same manner as any other application.

D. Decisions:

1. Time: Decisions by the Board shall be made not more than seven days from the time of the hearing.
2. Form: Written notice of the decision in a case shall be given to the applicant by the secretary as soon as practicable after the case is decided. The final decision of the Board shall be shown in the record of the case as entered in the minutes of the Board and signed by the secretary and the chairman upon approval of the minutes by the Board. Such record shall show the reasons for the determination, with a summary of the evidence introduced and the findings of fact made by the Board. Where a variance is granted, the record shall state in detail any exceptional difficulty or unnecessary hardship upon which the appeal was based and which the Board finds to exist. The decision may reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination appealed from. Where a conditional use permit is granted, the record shall state in detail what, if any conditions and safeguards are imposed by the Board in connection with the granting of a variance or a conditional use permit.
3. Expiration of Permits: Unless otherwise specified, any order or decision of the Board granting a conditional use permit or a variance shall expire if a building permit or certificate of occupancy for such use is not obtained by the applicant with six months from the date of the decision.
4. Voting at Hearings: The concurring vote of four-fifths of the members of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For purposes of this section, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are not qualified alternatives available to take the place of such members. No member of the Board may be excused from voting except when immediate personal or financial interest precludes impartial consideration of issues involved. In all other cases a failure to vote by a member who is present at the meeting place or has withdrawn without being excused by a majority vote of the remaining members shall be counted as an affirmative vote.

5. Public Record of Decisions

The decisions of the Board, as filed in its minutes, shall be a public record, available for inspection at all reasonable times.

VIII. AMENDMENTS

- A. These rules may, within the limits allowed by law, be amended at any time by an affirmative vote of not less than four members of the Board, provided that such amendment be presented in writing at a scheduled or special meeting preceding the meeting at which the vote is taken.
- B. The Board of Commissioners must approve the by-laws and rules of procedure and all amendments. The Board of Commissioners can amend or revise the by-laws and rules of procedure without approval of the Board of Adjustment

IX. Reports

- A. The Board of Commissioners shall be provided a monthly report in writing detailing variance requests and Board of Adjustment decisions.

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

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

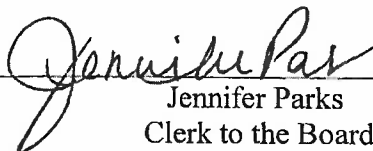
BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the 18 day of March, 2025.



Kurt Cook, Chairman

ATTEST:


Jennifer Parks
Clerk to the Board

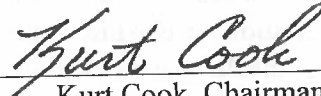


**RESOLUTION AUTHORIZING AND APPROVING
(DELINQUENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

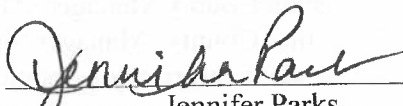
WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

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

Adopted this the 18 day of March, 2025.


Kurt Cook, Chairman

ATTEST:


Jennifer Parks
Clerk to the Board



COUNTY OF MOORE**TRAVEL POLICY AND PROCEDURE**

Effective Date: January 1, 2009 (Amended July 1, 2024)

**I. Purpose**

The purpose of this Travel Policy and Procedure is to establish authorization for travel and travel allowance and procedures for payment. This Travel Policy and Procedure is designed to comply with Internal Revenue Service (IRS) regulations.

II. Applicability

All employees are subject to this policy and procedure. Appointed and elected officials are excluded from this policy and procedure. Appointed officials follow their respective contracts, and the Board of County Commissioners follow the Board's policy. The Assistant County Managers Travel Allowance will be the same as the County Manager's Travel Allowance. Assistant County Managers must receive approval from the County Manager for out-of-County travel.

III. Prospective Professional Employees

The County Manager, Assistant County Manager(s), or his/her designees are authorized to approve reimbursements of transportation and lodging of prospective professional employees visiting the County for employment interviews.

IV. General

Moore County will reimburse employees for all reasonable expenses incurred because of travel for authorized County business.

Travel expense reimbursements include:

- Costs to travel to and from the business destination
- Transportation costs while at the business destination
- Lodging, meals, and incidental expenses

All travel is contingent upon the availability of budgeted funds in each department. All in state travel requires an In-State Travel Approval Form to be completed and approved by the Department Director, County Manager, or Assistant County Manager.

All out-of-state travel requires an Out-of-State Travel Approval Form to be completed and approved by the Department Director and the County Manager or Assistant County Manager. All out-of-state travel by Department Directors requires approval of the County Manager or Assistant County Manager. Copies of the Conference Agenda and/or class information should be attached. The signed Travel Approval Form must be attached to any travel reimbursement request.

Moore County provides travel procurement cards to pay for all authorized and allowable travel expenses **except meals**. This will reduce the need for employees in overnight travel status to use their own funds. Employees will be provided a Meal and Incidental Expenses (M & IE) per diem set at the current Federal rates.

COUNTY OF MOORE**TRAVEL POLICY AND PROCEDURE**

Effective Date: January 1, 2009 (Amended July 1, 2024)



The per diem allowance covers Meals and Incidental Expenses (M&IE). Incidental expenses are defined in the federal travel regulations as fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses, transportation between places of lodging or business and mailing costs associated with travel. Employees should file for reimbursement when a trip is completed. Incidental expenses are included in the M&IE per diem allowance. **Receipts for meals and incidental expenses are not required if receiving the per diem allowance.**

V. Authorization for Use of Travel Procurement Card for Travel

Moore County has authorized the use of the travel procurement card to specifically designated employees within each department to pay for travel expenses. The designated employee(s) will have the appropriate travel procurement card limits and authorization to secure airline reservations and lodging reservations. **Under no circumstances should the travel procurement card be used to pay for meals, personal phone calls, personal expenses, alcohol or tobacco products, or charges for smoking fees. Meal expenses are covered by the per diem allowance which is reimbursed after the trip.**

Each Department Director is responsible for delegating one employee who will be responsible for the authorized travel procurement card. The Department Director must then approve the issuance of a travel procurement card to the employee for the purpose of making travel related purchases. Department Directors should make this authorization to employees who then have the personal liability to properly comply with this procedure.

Procedures for the use of travel procurement cards are included in the Procurement Card Policy on the employee intranet.

VI. Registration

The County allows for registration fees to be reimbursed at the actual amount shown by a valid receipt or invoice which can be paid directly by the department or paid by the employee and then reimbursed. Charges resulting from the cancellation of conference registration shall be the County's obligation if the employee's registration has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to reimburse the County for registration fees paid. However, in the event of a life event including accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the employee is not expected to reimburse the County.

VII. Meals and Incidental Expenses (M&IE)

Employees will be provided a per diem allowance for meals and incidentals for both in-state and out-of-state **overnight** travel that is set at the current Federal Meal and Incidental Expenses (M & IE) rates and will vary depending on the destination of the traveler. Any cities not listed in the Federal Per Diem rates are considered low cost and will be paid at the lowest rate. This amount

COUNTY OF MOORE**TRAVEL POLICY AND PROCEDURE**

Effective Date: January 1, 2009 (Amended July 1, 2024)



will be reduced to 75% on the first and last day of travel. Per Diem rates may be obtained online at www.gsa.gov.

Find M&IE total and breakdown by meal for travel in the continental U.S.

1. Choose the correct fiscal year.
2. Determine the location where you will be working while on official travel.
3. Look up the location-specific information at www.gsa.gov/perdiem.
4. Find the row for your specific location and note the amount listed for M&IE total, breakfast, lunch, dinner, incidentals, and first and last day of travel.

Below is an example of the FY 2025 per diem rates for Greensboro, NC:

FY 2025 per diem rates for greensboro, North Carolina

Meals and Incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Greensboro	Guilford	\$74	\$18	\$20	\$31	\$5	\$55.50

The following is an example (from the chart above) of deducting the entire allocated meal cost from the M&IE Rate on a 75% day or a full day: If you are attending an overnight conference in Greensboro and your daily per diem rate is \$74/day for M&IE and lunch is provided as part of your conference, you must deduct the full amount of \$20.00 for the lunch that was provided based on the chart for either the 75% day or the 100% day. In this example you would take the \$74.00 daily amount and deduct the \$20.00 for lunch to get the full day reimbursement of \$54.00 for that full day. If it were a 75% (first day of travel or last day of travel) day you would take the 75% amount of \$55.50 and deduct lunch of \$20.00 to get the 75%-day reimbursement amount of \$35.50.

Reimbursements for meal expenses directly related to and necessary for attending business meetings will be made using the actual expense method (by receipt). These meetings must be required, and business conducted during the meal. Meals while attending training or meetings out of town for a partial day will not be reimbursed.

Employees who are required to work overtime in emergency situations will be reimbursed or provided with meals. For example, meals may be provided during Emergency Operations Center activations or utilities emergencies when they extend beyond normal operating hours.

VIII. Mileage Reimbursement

Normal daily travel does not require advance written approval of the Supervisor. However, the Department Director or Supervisor should be advised of travel plans and give verbal approval of the plans. Failure to notify the Department Director or Supervisor of their travel plans may result



in the employee receiving no reimbursement for travel costs. Employee may use his/her personal vehicle for travel if no County vehicle is assigned.

The County reimburses mileage expenses at the IRS standard mileage rate. The IRS approved rate may change on a calendar year basis and generally becomes effective on January 1 of each year. Parking or traffic tickets and valet parking are not reimbursable. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request.

All mileage reimbursements must include a printout of mileage from one of two sources, either www.mapquest.com or www.google.com. Please attach the printout to the mileage reimbursement sheet prior to getting it approved for payment. Mileage reimbursement should always be claimed from the place of business to the destination and returning to the place of business even if you are leaving from or returning directly to home.

To the extent possible, trips should be planned out in advance so that mileage is minimized. Furthermore, employees attending the same event must arrange carpools whenever possible. In the event of carpooling to an event, only one reimbursement for mileage will occur.

Employees may not use travel or regular procurement cards to purchase gasoline for their personal vehicles.

Permission to use a personal vehicle in lieu of public transportation (airline) must have prior approval from the Department Director and the County Manager or the Assistant County Managers. The reimbursement of personal vehicle expenses will be provided to the extent that the costs of personal vehicle and related travel expenses do not exceed the cost of coach class airfare plus related travel expenses. A quote of comparable rates must be obtained and submitted with the Travel Approval Form and pre-approved.

If an employee chooses to take their own vehicle when a county vehicle is available for the same dates of travel, they will be reimbursed at one-half (½) of the IRS mileage rate.

Transportation expenses between an employee's home and his/her regular place of work are personal commuting expenses and not eligible for mileage reimbursement. If an employee is required to travel from his/her regular place of work to client or job sites during the day, that travel is eligible for mileage reimbursement.

COUNTY OF MOORE**TRAVEL POLICY AND PROCEDURE**

Effective Date: January 1, 2009 (Amended July 1, 2024)

**County Office is Principal Place of Business**

Scenario	Eligible for Mileage Reimbursement?
Home to office or first work site	No
Office or last work site to home	No
First work site to subsequent work sites	Yes
Employee called back to work after regular working hours	No
Employee is called into work on the weekend	No

The above rules apply to travel in the area in which you live and normally work.

IX. Overnight Travel

The County will pay costs incurred while in overnight travel status for the purpose of conducting County business authorized by the Department Director or his/her designee(s). An employee is considered in overnight travel status as opposed to commuting status when he incurs over 60 miles one way of travel from work site to arrive at his business destination and the travel requires an overnight stay. The following table lists surrounding cities from Carthage and indicates if they meet the 60-mile rule for determining overnight status**. If your work site is not located in Carthage, the 60-mile rule applies to your work site.

Overnight Travel Status	Commuting Status
Wilmington	Chapel Hill
Asheville	Raleigh
Greensboro	Fayetteville
Durham	Cary
Research Triangle Park	Sanford

**Source – Mapquest

Any employee seeking exception to the overnight travel status rule may request their Department Director, Finance Director, Internal Auditors to make an exception to the above procedure. Exceptions are generally not granted just because the employee is required to be on site at the business location before or after normal working hours. Attending multi-day classes, training or testing sponsored by a State Agency or the School of Government for required certifications are exceptions.

X. Air Travel

Tickets for airline travel will be purchased using the departmental travel procurement p-cards. Standard coach is required for all air travel. The employee should try to make travel arrangements as early as possible to assist in keeping costs at a minimum. Penalties and charges



resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the employee's immediate family, or other life event critical circumstances beyond the control of the employee, the County will be obligated to pay the penalties and charges.

XI. Lodging

Employees must choose lodging that has standard, single room rates for the event when the hotel is reasonably priced in relation to the area. In selecting a hotel, employees should consider cost, security, convenience, and role at the event. All lodging at motels/hotels should be charged on the departmental travel procurement p-card. It is the employee's responsibility to cancel the reservation in the event of a plan change. The employee should request and record the cancellation number in case of billing disputes. When the employee fails to cancel the reservation, a written explanation for the failure to cancel is required and approved by the Finance Director and the County Manager or Assistant County Manager for reimbursement of the hotel bill. If the employee chooses to arrive at the location of the training the night before it begins, the County will not pay the lodging expense if it is within 60 miles.

XII. How to Pay for Travel Expenses

It is the intent of the County that all allowable travel expenses shall be paid for by the County's travel procurement card. Meals are the exception to this rule. Meals are not allowed to be charged on the County's travel procurement card. When processing the travel procurement card bills, the traveler should make sure that the appropriate account codes are used for travel. It is very important that the name of the traveler and the purpose of the trip be documented in the comment section of the travel procurement card billing authorization process.

There may be instances where the employee will incur costs that he/she will pay for personally, such as taxi fares, bus or shuttle fees, parking charges, etc. These costs will be reimbursed once the employee does an accounting of the travel expenses and obtains supervisor review and authorization. Receipts should always be obtained.

Every employee will be required to account for all his expenses from the trip whether paid for personally or by travel procurement card. The request for reimbursement must be signed by the employee, Department Director, or authorized designee. The mileage from a credible source such as www.mapquest.com or www.google.com mileage, Agenda, and Travel Approval Form MUST be attached prior to approval.

Employees should avoid charging unallowable expenditures to the hotel bill by using other payment methods. If this cannot be avoided, then these items should be identified and adjusted through the request for reimbursement if one is made or repaid with a personal check or cash back to the County. Using County funds to purchase any unallowable items including beverages with any alcoholic content and any charges for smoking or tobacco products (including vaping)

COUNTY OF MOORE**TRAVEL POLICY AND PROCEDURE**

Effective Date: January 1, 2009 (Amended July 1, 2024)



is not allowed under any circumstances. Administration reserves the right to question any and all charges made, and reimbursements requested. **Charging unallowable items to a County travel procurement card could result in the employee losing the privilege of using the travel procurement card and disciplinary action up to and including dismissal.**

Employees may require access to internet use when away on business to conduct their normal work duties. Internet use is an acceptable additional charge.

XIII. Required Accounting for Travel Expenses

At the completion of the trip, employees will make an accounting of trip expenses whether they are through the travel procurement card process, or they are to be reimbursed. This accounting of trip expenses should be made within 30 days of the completion of the trip. All charges to the travel procurement card will be supported by receipts as usual. Employees may not request reimbursement for travel expenses paid for with a travel procurement card.

Moore County is charged with accountability of taxpayer dollars. However, this accountability is also the responsibility of all County employees. The fiscal integrity and credibility of our organization depends upon the principle that the travel expenditures were incurred for a public purpose. The Internal Auditor and Financial Services will review travel for reasonableness and public purpose.

XIV. Responsibilities of Travel Approvers

If you are approving a travel reimbursement request, you are attesting to the following:

1. That you have reviewed the reimbursement request and all attachments in its entirety;
2. That the reimbursement request is accurate and mathematically correct; and
3. That the travel is for a County, business-related, public purpose.

XV. Non-Employee Travel

Reimbursement of out-of-county travel costs by interns and appointed members of Moore County advisory boards are allowable, and these persons are subject to all the same travel regulations as County employees. The appropriate Department Director must approve their travel in advance, and the same forms are used to request travel approval as well as to request reimbursement for travel expenses.

A spouse and/or member of the employee's immediate family may accompany the employee to seminars, meetings, and other gatherings at their own expense. The exception would be if an employee took a County vehicle, then family members would not be allowed to accompany the employee in a County vehicle due to liability.



XVI. Use of County Vehicle

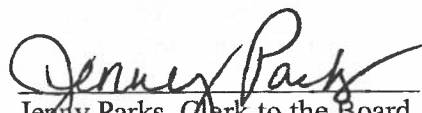
Please see the County's Vehicle Policy & Procedure.

A requesting party submitting a falsified Travel Report Form will be subject to disciplinary action and/or criminal prosecution. An authorizing party or Finance Director who knowingly approves a falsified Travel Report Form will be subject to disciplinary action. Violations of the County's travel policy and procedure may result in dismissal from County employment.

Adopted this the 18th day of March 2025.


Kurt Cook, Chairman

Attest:


Jenny Parks, Clerk to the Board



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**STATE OF NORTH CAROLINA
COUNTY OF MOORE****AMENDMENT NO. 3**

This Contract Amendment No. 3 (this "Amendment"), is made this 18th day of March, 2025, between the County of Moore (the "County") and Sturgill Engineering, P.A. (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement dated February 17, 2023, which was for the purposes of professional electrical engineering services for the Influent Pump Station Electrical Upgrade (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 1, dated June 18, 2024, to extend the term of the contract from July 30, 2024 to June 30, 2025; and

WHEREAS, the County and Contractor previously amended the Original Agreement by Contract Amendment No. 2, dated November 6, 2024, to increase the amount not to exceed by \$19,000.00 from \$90,000.00 to \$109,000.00; and

WHEREAS, due to additional services needed for construction administration (as defined in Attachment 1 and is attached hereto, the County and Contractor now desire to amend the Original Agreement to increase the amount not to exceed by \$9,030.00 from \$109,000.00 to \$118,030.00.

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

1. The first sentence of the second paragraph in Section C of the Original Agreement is amended to read: "We propose to execute this project on a cost reimbursable fee for services basis for the following:

a. Design	\$58,000.00
b. Bidding, if required	\$7,000.00
c. Construction Administration, if required	\$53,030.00
2. The first sentence of Section X Subsection C No. 2 of the Original Agreement is amended to read: "During the term of this Contract, the Consultant will receive from the County an amount not to exceed \$118,030.00 as full compensation for the provision of services as provided herein.
3. Except as provided for by this Amendment No. 3, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment No. 3 to be executed by their duly authorized officers or agents as of the date first written above.

****Signatures are on the following page****

1773

COUNTY OF MOORE

Signed by:



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Kurt Cook, Chairman
Board of Commissioners

STURGILL ENGINEERING, PA

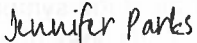
DocuSigned by:



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Randall W. Sturgill
President/Owner

Attest:

Signed by:

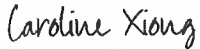


02F819A76304403...
Jennifer Parks
Clerk to the Board

PREAUDIT CERTIFICATE

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

DocuSigned by:



1559291633E944E...
Caroline Xiong
Finance Officer



A PROCLAMATION HONORING LEVI RATKOWSKI

WHEREAS, Levi Ratkowski, a native of Moore County since the age of two, has participated in a variety of Moore County sports, from T-Ball to soccer to lacrosse;

WHEREAS, Levi Ratkowski found his love for football at the age of fifteen, but suffered a severe concussion early in the season his freshman year of high school and experienced all of the symptoms associated with his Traumatic Brain Injury, including anxiety, symptoms that mimic ADD, loss of depth perception, and more;

WHEREAS, Levi Ratkowski, while on a journey to reimagining his athletic ambitions to find new physical and mental strength, he found the world of competitive arm-wrestling;

WHEREAS, Levi Ratkowski, joined a local arm-wrestling team and a newfound hunger, and dedication poured into him;

WHEREAS, Levi Ratkowski, began to make a name for himself after his match with Devon Larratt, a world champion and celebrity arm wrestler;

WHEREAS, Levi Ratkowski earned the number two rank in North Carolina in the Men's Super Heavyweight division and found himself on the national stage;

WHEREAS, Levi Ratkowski, in April 2024, won first place in the 16-18 Juniors Class and second place in the U-21 group during the International Federation of Arm-wrestling (IFA) U.S. National Championship in Dayton, Ohio, which earned him a spot at the IFA World Championships in Greece where he earned a remarkable third place finish in his class;

NOW, THEREFORE, the Moore County Board of Commissioners hereby proclaims that **Levi Ratkowski** is honored for his monumental achievements in the arm-wrestling world, along with his dedication and determination to prove anything is possible, the Moore County Board of Commissioners encourages the citizens of Moore County to join in this recognition of **Levi Ratkowski** in our community, this the 18th day of March 2025.

Kurt Cook, Chairman

Nick Picerno, Vice Chairman

Commissioner Jim Von Canon

Commissioner John Ritter

Commissioner Tom Adams

Jennifer Parks, Clerk to the Board



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL TM PARK

PROPOSAL & REQUEST

For a world-class National SF Memorial Park,
a premier tourist destination experience, unique in the world,
and a valuable enhancement for economic development
opportunity for Moore County, N.C.

PROPRIETARY-CONFIDENTIAL-EYES ONLY

12 February 2025



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL



1776

EXECUTIVE SUMMARY

MISSION: The National Special Forces Green Beret Memorial is honoring the legendary elite U.S. Army Special Forces “Green Beret” Soldiers of every era and the legacy of the Special Forces Regiment with a magnificent world-class monumental memorial park near Fort Bragg in North Carolina.

VISION: TNSFGBM Park will be one of the most magnificent and inspirational memorials in the world to honor our elite U.S. Army Special Forces “Green Beret” Soldiers, past, present and future and an inspiration to all Americans and many around the world for future generations.

LEADERSHIP: The National Special Forces Green Beret Memorial Foundation is led by distinguished Special Forces Officers, Directors and Advisors of the Board Including retired former U.S. Army Special Forces Commanding Generals, Officers, Senior Warrant Officer, Senior Non-Commissioned Officers, Distinguished Members of the Special Forces Regiment, Special Forces Medal of Honor Recipient, and other extraordinary Advisors. Ms. Rebecca A. Clark is the Creative Director, Ex-Officio Board member and the official exclusively commissioned Artist.

FOUNDATION: The National Special Forces Green Beret Memorial Foundation (TNSFGBMF) is a 501(c)(3) nonprofit corporation, based in North Carolina, established to develop, build, and maintain The National Special Forces Green Beret Memorial Park. Tax I.D. #: EIN 84-3118826.

www.specialforcesgreenberetmemorial.org

The National Special Forces Green Beret Memorial Foundation

106 Oakridge Avenue

P.O. Box 53185

Fayetteville, North Carolina 28305



1777



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

DISTINGUISHED OFFICERS & DIRECTORS OF THE BOARD

- Lieutenant Colonel (Ret.) Kirk Windmueller-U.S. Army Special Forces Regiment.
President, Secretary and Director of the Board.
- Lieutenant Colonel (Ret.) Christian Sessoms-U.S. Army Special Forces Regiment.
Treasurer and Director of the Board.
- Command Chief Warrant Officer 5 (Ret.) Jeffery Burmeister
U.S. Army Special Forces Regiment.
Director of the Board.
- Command Sergeant Major (Ret.) Rob Flournoy-U.S. Army Special Forces Regiment.
Director of the Board.

Legal Advisor:

- Parker Lee -RF Person PLLC. Fayetteville, N.C.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

DISTINGUISHED ADVISORY BOARD



1778

- **Major General (Ret.) Edward M. Reeder, Jr.-U.S. Army Special Forces Regiment. Honorary Advisor of the Board.**
- **Command Sergeant Major (Ret.) Richard Lamb-U.S. Army Special Forces Regiment. Honorary Advisor of the Board. Honorary Sergeant Major of the SF Regiment. Distinguished Member of the Special Forces Regiment.**
- **Command Sergeant Major (Ret.) Jeffrey W. Wright-U.S. Army Special Forces Regiment. Honorary Advisor of the Board. Distinguished Member of the Special Forces Regiment.**
- **Sergeant First Class (Ret.) Melvin Morris- U.S. Army Special Forces Regiment. Honorary Advisor of the Board. Medal of Honor Recipient.**
- **Major General (Ret.) James G. "Greg" Champion-U.S. Army Special Forces Regiment.**
- **Major General (Ret.) James A. Guest- U.S. Army Special Forces Regiment. Distinguished Member of the Special Forces Regiment.**
- **Major General (Ret.) Edison E. Scholes- U.S. Army Special Forces Regiment.**
- **Major General (Ret.) Simeon G. Trombitas- U.S. Army Special Forces Regiment.**
- **Major General (Ret.) Jerry A. White- U.S. Army Infantry.**



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

1779



DISTINGUISHED ADVISORY BOARD

Continued

- **Colonel (Ret.) Lee Van Arsdale-** U.S. Army Special Forces Regiment.
U.S. Army Special Mission Unit.
Distinguished Member of the Special Forces Regiment.
- **Colonel (Ret.) Fred Dummar-U.S. Army Special Forces Regiment.**
Former Honorary Colonel of the Special Forces Regiment.
- **Colonel (Ret.) James L. "Hawk" Holloway-** U.S. Army Special Forces Regiment.
- **Colonel (Ret.) Ron Russell-U.S. Army.**
- **Colonel (Ret.) Alan Shumate-U.S. Army Special Forces Regiment.**
- **Lieutenant Colonel (Ret.) Michael Alexander-U.S. Army Special Forces Regiment.**
- **Lieutenant Colonel (Ret.) Geoffrey T. Barker-** U.S. Army Special Forces Regiment.
Distinguished Member of the Special Forces Regiment.
- **Lieutenant Colonel (Ret.) Dennis Donegan-U.S. Army Special Forces Regiment.**
- **Lieutenant Colonel (Ret.) Jim Duffy-U.S. Army Special Forces Regiment.**



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

1780

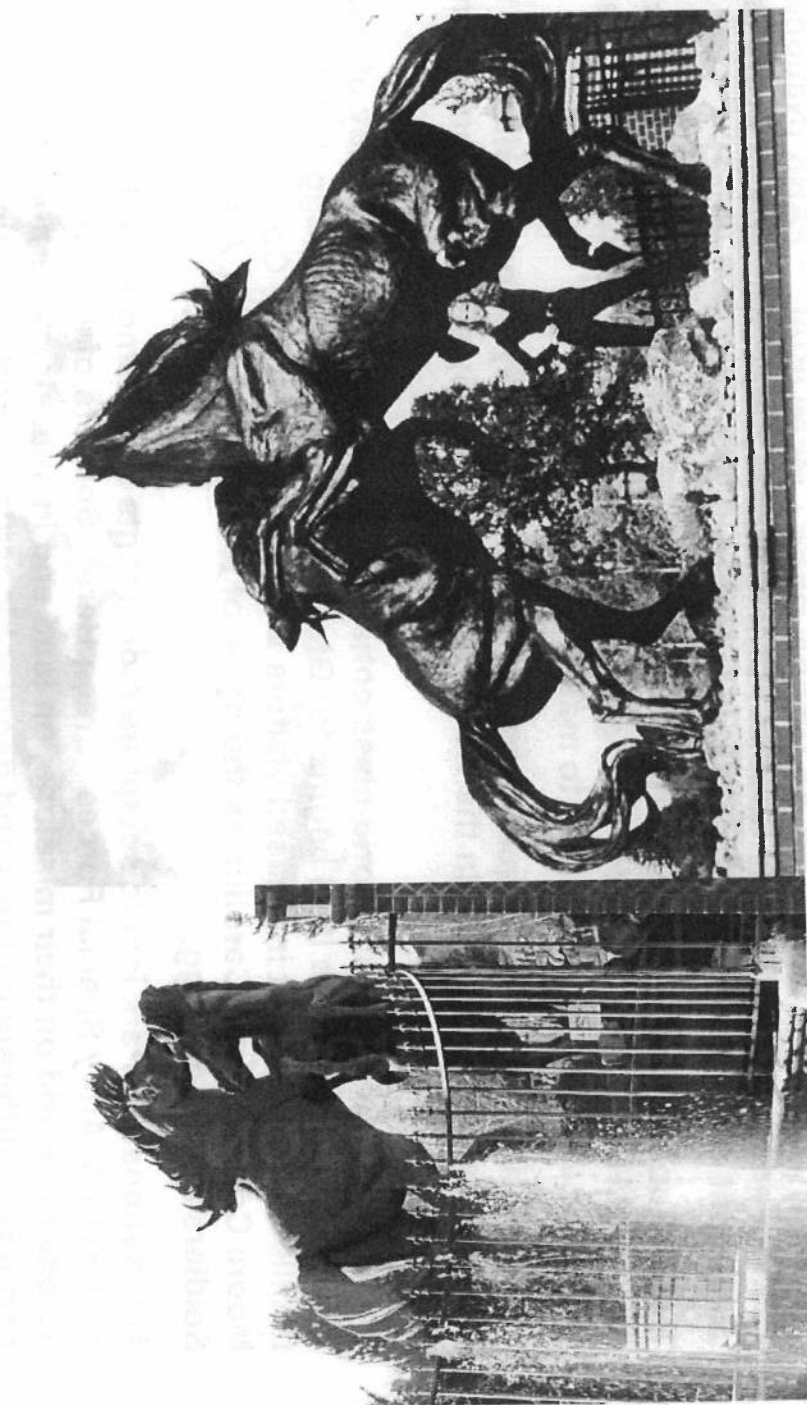


DISTINGUISHED ADVISORY BOARD

Continued

- **Major (Ret.) Sheffield Ford** - U.S. Army Special Forces Regiment.
- **Command Sergeant Major (Ret.) Joseph L. Fancher**-U.S. Army Special Forces Regiment.
- **Command Sergeant Major (Ret.) Christopher R. Zets**- U.S. Army Special Forces Regiment. Past Honorary Sergeant Major of the Special Forces Regiment. Distinguished Member of the Special Forces Regiment.
- **Sergeant Major (Ret.) James A. Kester**-U.S. Army Special Forces Regiment.
- **Sergeant Major (Ret.) Howard Massingill**-U.S. Army Special Forces Regiment.
- **First Sergeant (Ret.) James "Rick" Douglas**- U.S. Army Special Forces Regiment.
- **Master Sergeant (Ret.) Phil Stone**- U.S. Army Special Forces Regiment.
- **Master Sergeant (Ret.) William Taft Wallace, Jr.**-U.S. Army Special Forces Regiment.

REBECCA CLARK FINE ART



WWW.REBECCAACLARK.COM



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL™ PARK

A WORLD-CLASS NATIONAL SF MEMORIAL PARK
& UNIQUE OPPORTUNITY FOR MOORE COUNTY, N.C.

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- THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL™ PARK (National SF Park) is honoring the legendary elite U.S. Army Special Forces “Green Beret” Soldiers of every era and the legacy of the Regiment with a magnificent world-class National SF Park.
- The National SF Park is an enduring tribute to honor our U.S. Army Special Forces Soldiers, and SF Medal of Honor recipients, for their great leadership, service and tremendous sacrifices they have made for decades and continue to make for our Nation.
- The National SF Park is unique in the world. There will only be one world-class National Special Forces Green Beret Memorial Park in the world and it will rival any monument and memorial in our Nation’s Capital.
- The National SF Park is a world-class enhancement to the historic legacy of U.S. Army Special Forces in Moore County where it all begins for Green Beret’s near Fort Bragg, to honor our SF Soldiers and their families, and to attract increased visitors and tourism to Moore County and enhance the historic legacy of Moore County, North Carolina as the home of the legendary U.S. Army Special Forces “Green Beret” Soldiers and Fort Bragg.
- The National SF Park iconic sculpture monuments and memorial walls with bronze relief art works will portray U.S. Army Special Forces “Green Beret” Soldiers of all eras, operating as the Tip of the Spear across the world on their missions, on land and in sea, air, cyber and space, working with indigenous partners of different cultures and geographic regions (North America, Europe, Asia, South America, Africa and Middle East) and also reflects the vibrant culture, history and spirit of Moore County, NC.
- The National SF Park will be a valuable enhancement for economic development to enrich Moore County, NC and its citizens, and to create local jobs, hire local contractors, in Moore County and NC State and to bring customers to local businesses and hotels of Moore County and the State of North Carolina.
- The National SF Park will be a premier tourist destination experience, with special events held year-round,⁸ attracting visitors from across America and from around the World to the great Moore County, NC.

1783

PIN: 858306383914

County of Moore

— North Carolina —

[Search](#) |
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Results List

Details

- More Info
- Tax Information Website
- Soil Report
- Tax Bill Information

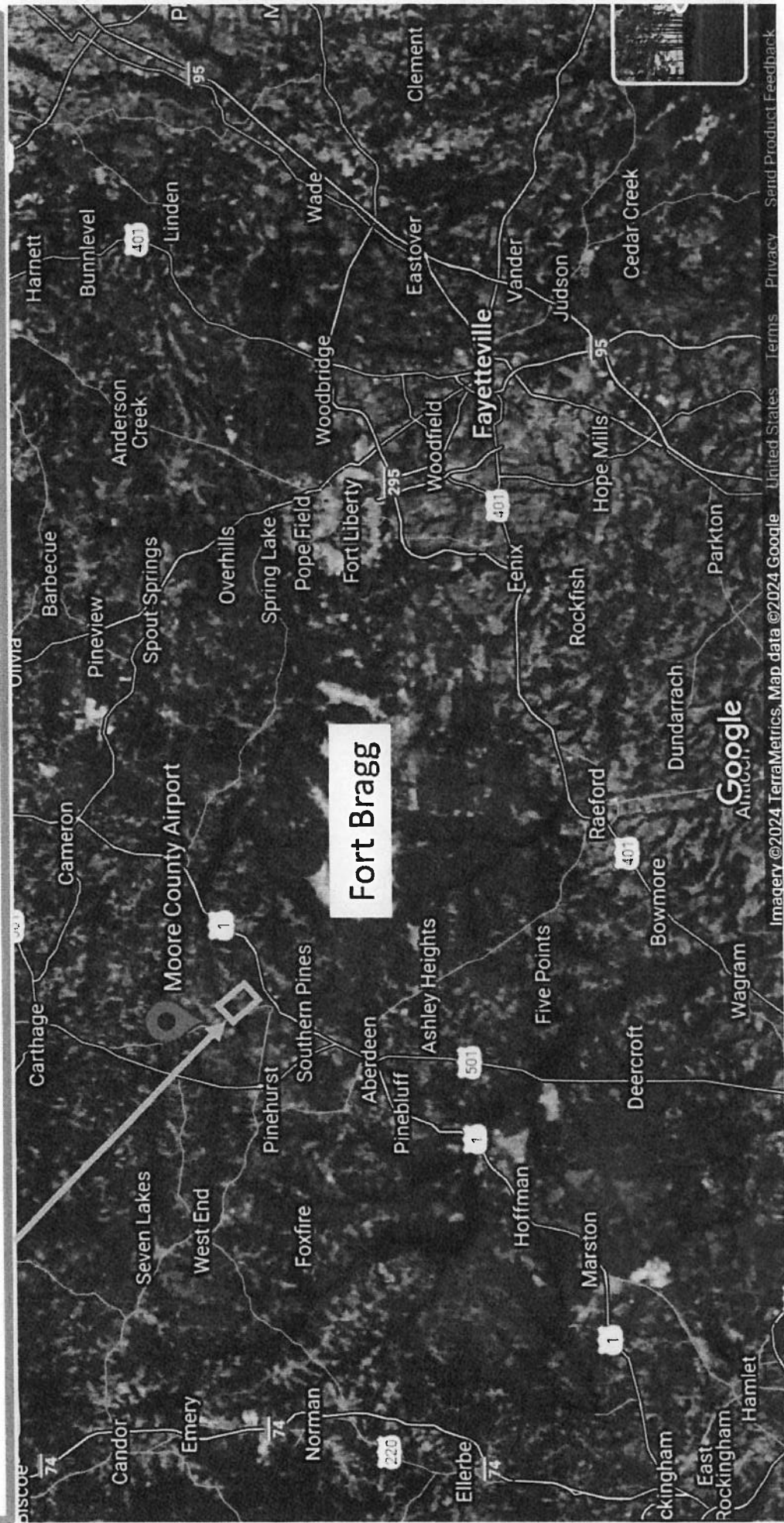
Parcel ID:	96000283
PIN:	858306383914
Owner's Name:	COUNTY OF MOORE
Owner's Name 2:	
Mailing Address:	PO BOX 905
Mailing Address 2:	
City:	CARTHAGE

Buffer

THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL PARK

Potential location # 1 in Moore County, North Carolina.

Moore County owned land of 14.77 Acres near Fort Bragg.



Fort Bragg



North



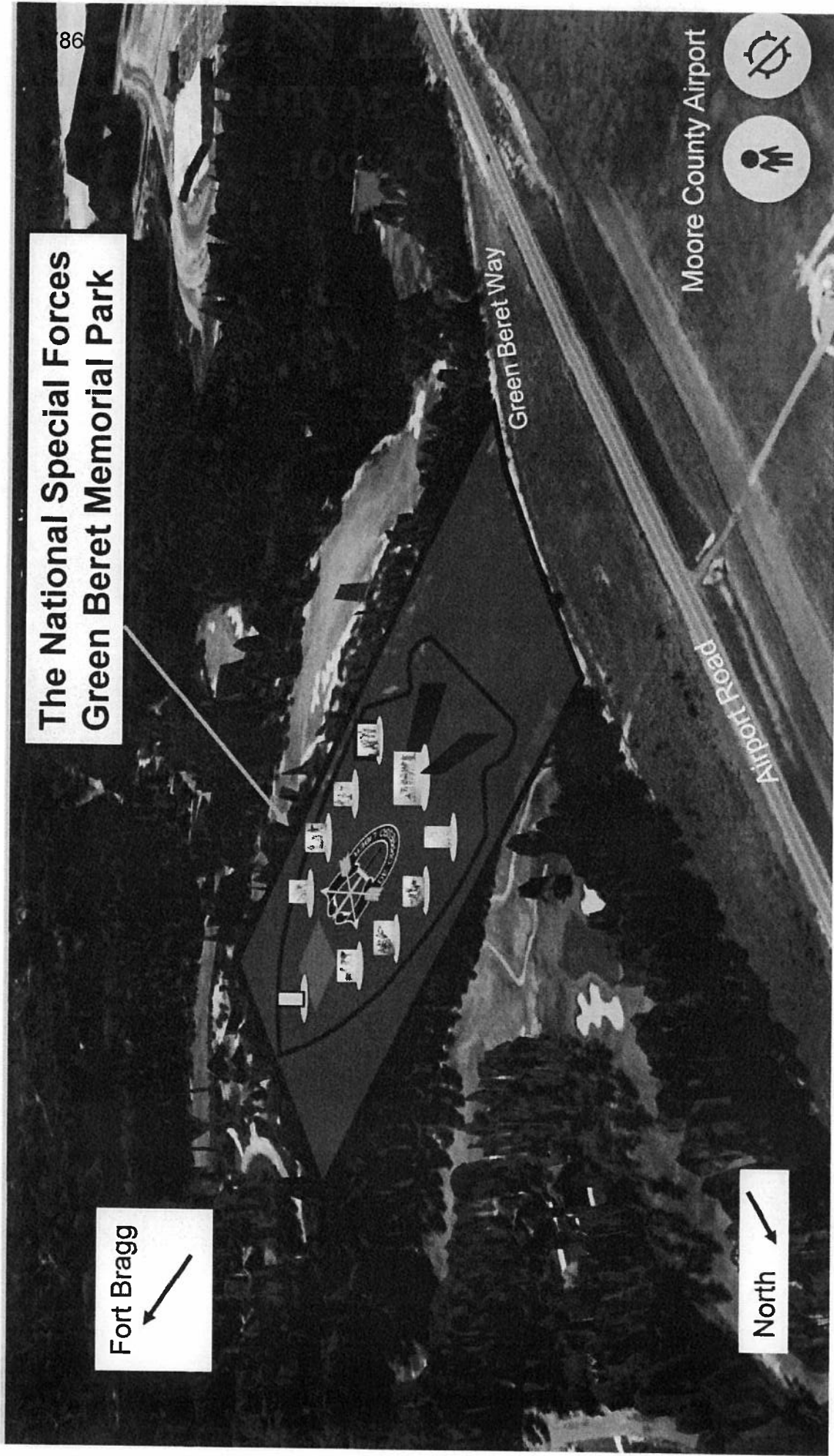
The National Special Forces Green Beret Memorial Park.

14.77 Acres of Moore County. N.C.
owned Land.

Next to the Moore County Airport
and HWY 1 near Fort Bragg, N.C.



Airport Road.



Concept Only-not to complete scale or configuration and may be modified.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

1787



EXECUTIVE SUMMARY

MAIN COMPONENTS OF THE NATIONAL SPECIAL FORCES MEMORIAL PARK:

- **Bronze Sculpture Monuments of the SF ODA “A-Team” Tip of the Spear Concept:** The iconic bronze sculpture monuments will portray the elite U.S. Army Special Forces Operational Detachment-Alpha (SF ODA) Soldiers as the “Tip of the Spear” operating in different geographic locations across the world. The iconic bronze sculpture monuments, and the bronze relief panels placed on black granite walls, are inspired by different SF groups, operating around the world, conducting the core SF missions and will highlight the SF specialties with action scenes on Land, Sea and in Air. The bronze sculpture monuments, with 9 ft. tall bronze SF Soldiers, will stand an estimated 18 ft. to 25 ft. tall with the bronze and granite bases combined. The bronze relief panels placed on black granite walls will stand an estimated 10 ft. tall by 14 ft. in length. Accent lighting will be added to create a dramatic effect.
- **SF Medal of Honor Sculpture Monument:** Standing 14 feet tall, a bronze sculpture and black granite pillar with the names of Special Forces Medal of Honor recipients past, present and future.
- **12 entrance granite walls with bronze relief sculpture panels and Walls of Honor.** Bronze sculpture panel action scenes portraying Special Forces Soldiers through different eras, highlighting Special Forces missions, values, culture and history from the OSS to the present time. Walls of Honor will be included to place names of distinguished individuals in the SF community (past and present). The entrance walls include an Introduction wall and the Major Patrons and Corporate Sponsors wall with engraved name plaques placed at their contribution tier levels. Paver stones for donors will be placed in the SF memorial park along the walkways.
- **Wall of Remembrance.** Wall of black granite with the names of SF Soldiers killed in action and killed in training.

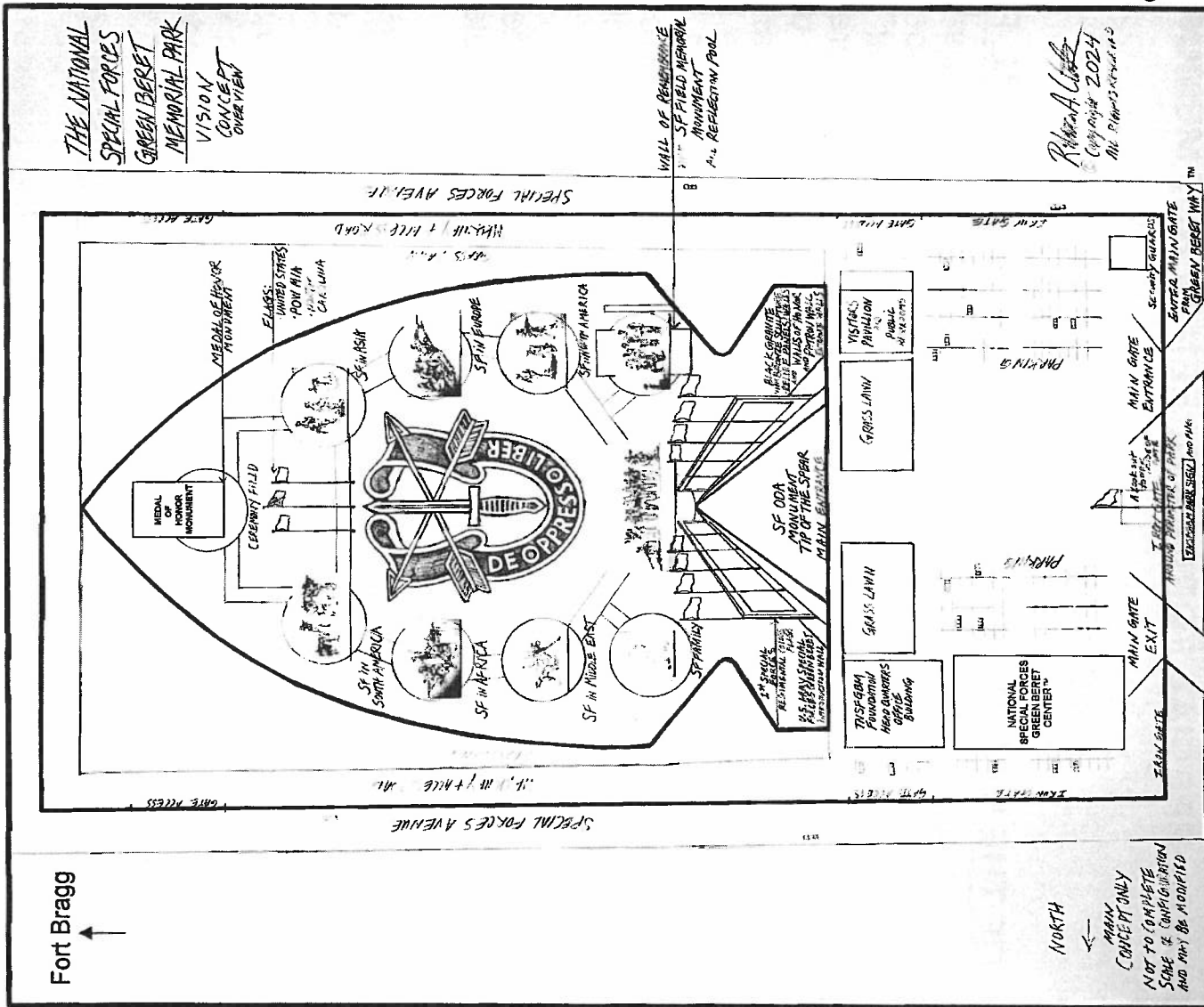


1788

Fort Bragg

NORTH
←
MAIN
CONCEPT ONLY
NOT TO COMPLETE
SCALE & CONFIGURATION
AND MAY BE MODIFIED

Concept Only
Not to complete scale
or configuration
and may be modified



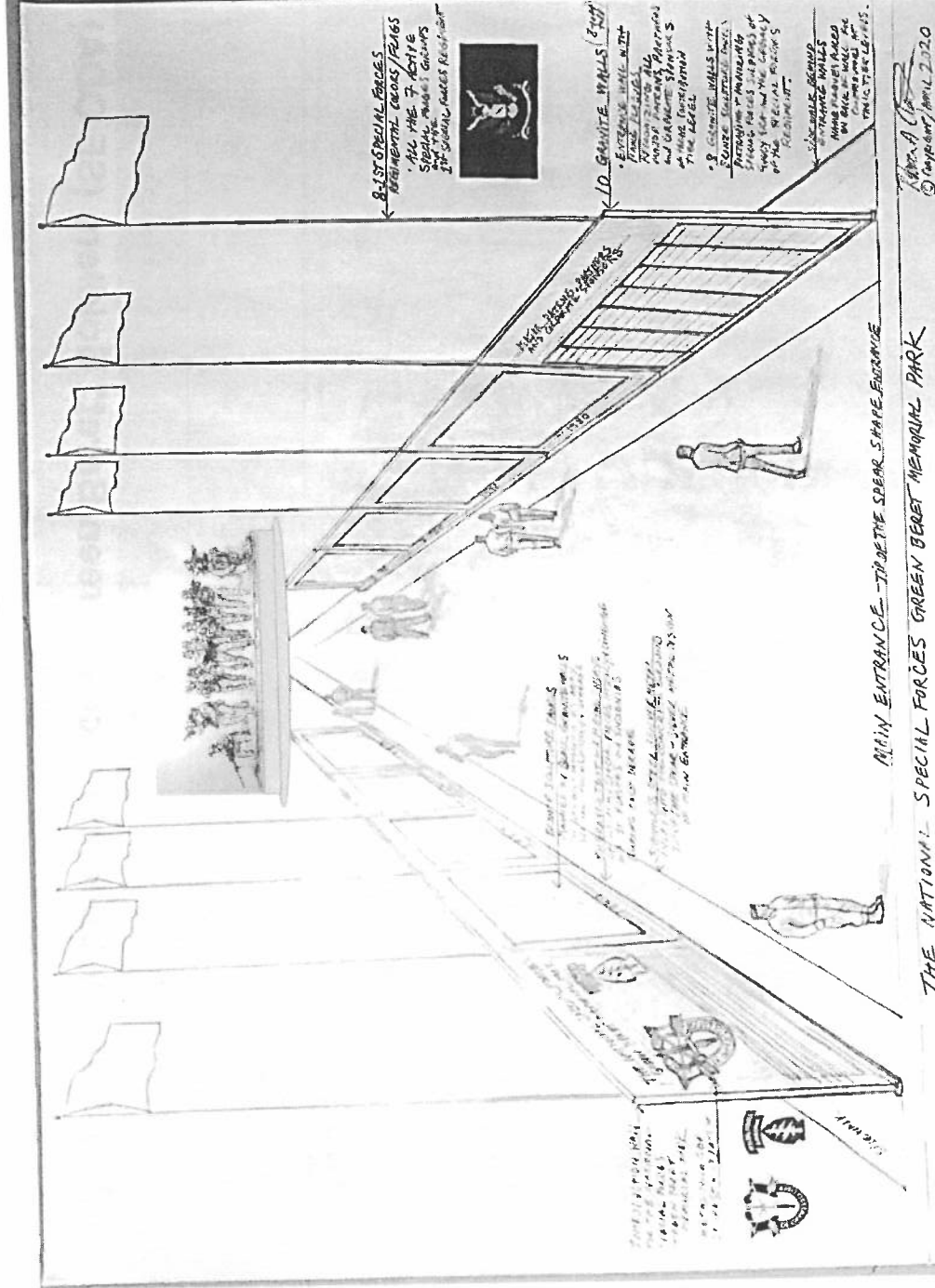
THE NATIONAL
SPECIAL FORCES
GREEN BERET
MEMORIAL PARK
VISION
CONCEPT
OVERVIEW

WALL OF REMEMBRANCE
1st SF FIELD MEMORIAL
MONUMENT
4th REFLECTING POOL

Rebecca A. Clark
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THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL™ PARK

Vision Concept Overview-Location in North Carolina near Fort Bragg.



2 WAY STREET SIDEWALKS AND TRAILBOARDS

15

Two additional wall panels will be added (Walls of Honor) with names of distinguished individuals.

Plus "The National Special Forces Green Beret Memorial™ - Global Virtual Experience." Interactive Multimedia Experience.

Vision Concept-Main Entrance View -Concept only-not to complete scale.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

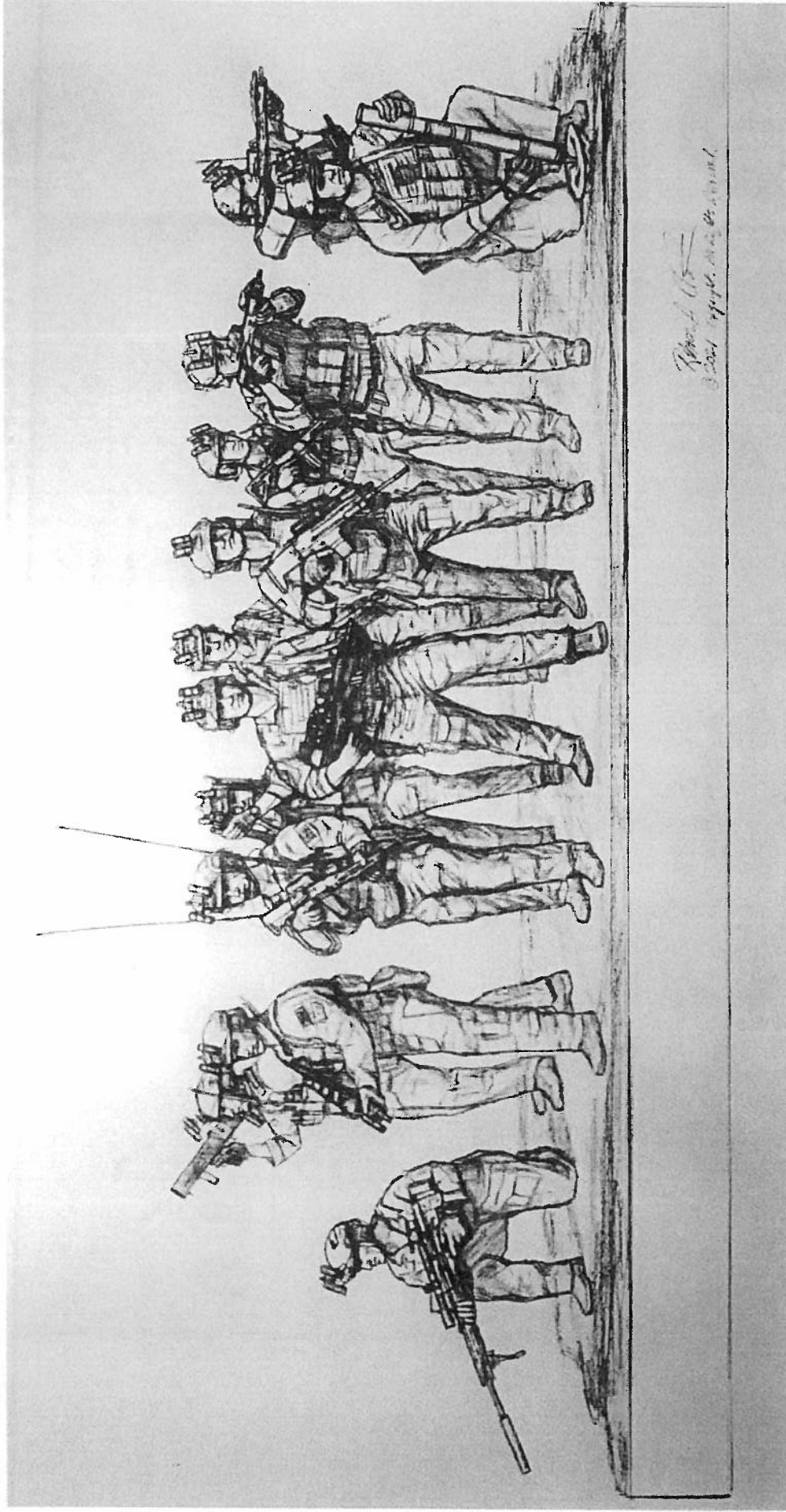
Tip of the Spear - U.S. Army Special Forces "Green Berets"

Operational Detachment-Alpha (SF ODA)

Main Entrance Sculpture Monument Concept- Front View



1790



12 U.S. Army Special Forces "Green Beret" Soldiers (SF ODA)



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL



SF Soldiers "Legacy of Sacrifice" - Sculpture Monument Concept.

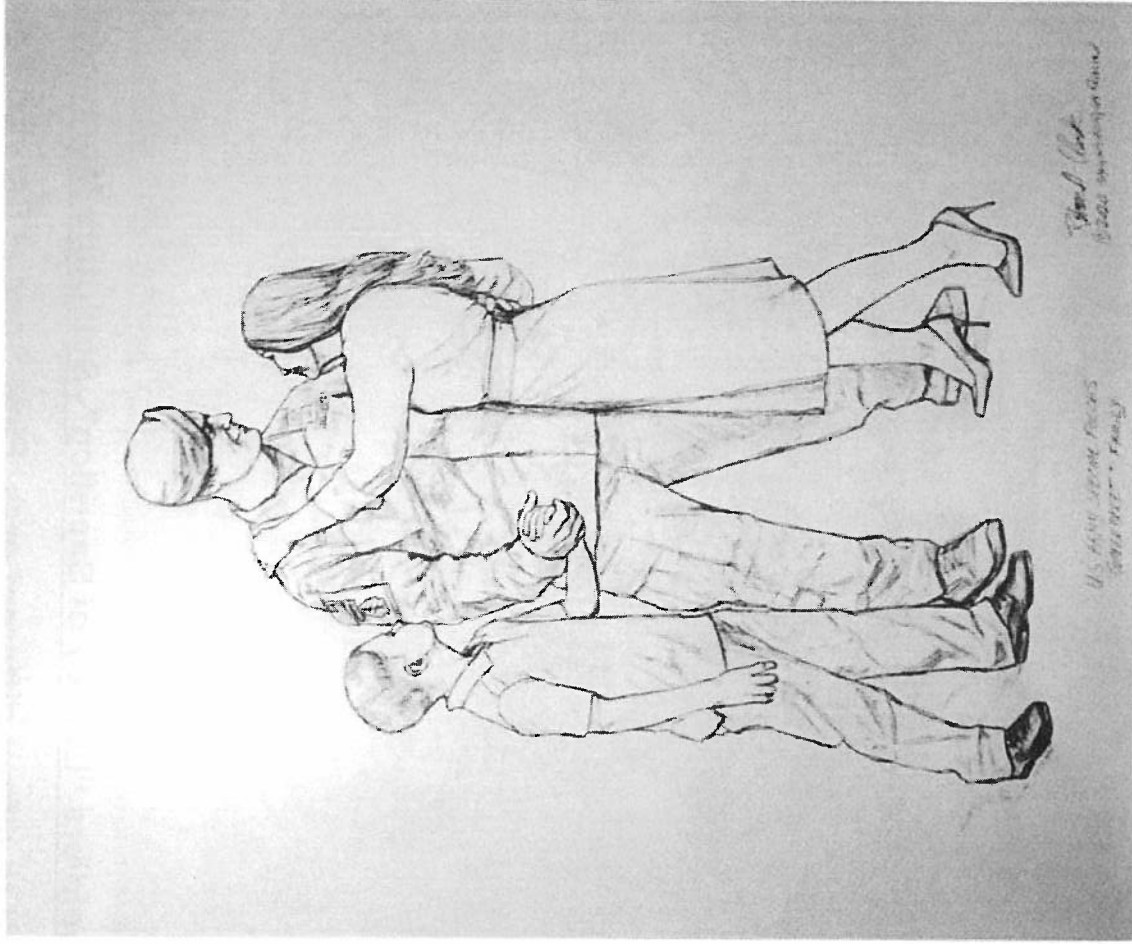
Uniforms will be modified to reflect different eras, First Special Service Force, Vietnam, Cold War, Desert Storm and Current. This sculpture monument will be placed next to the Wall of Remembrance.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL



1792



The U.S. Army Special Forces "Green Beret" Family.
Sculpture Monument Concept.

**The National Special Forces
Green Beret Memorial Park**

Fort Bragg



North



Green Beret Way

Airport Road

Moore County Airport



Concept Only-not to complete scale or configuration and may be modified.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL™ PARK REQUEST



1. The National Special Forces Green Beret Memorial Foundation (TNSFGBM Foundation) requests to lease from the Moore County, NC, one Parcel of Moore County, NC, owned land of 14.77 acres, (Parcel ID: 96000283 and PIN: 858306383914) across the street from the Moore County Airport, a total of 14.77 Acres of land, for a Long Term Lease Agreement, of at least 99 years or more, and with the maximum amount of time allowed by law in the State of North Carolina for a Lease Term, for ONE HUNDRED DOLLARS \$100.00 U.S. Dollars per year for the Term and with the option to renew the Lease for the same amount of time of Lease Term and price (or with a currency equivalent to \$100.00 U.S. Dollars). Also, request the First Option to purchase the land at the TNSFGBM Foundation's sole option.
 2. TNSFGBM Foundation requests an initial Letter of Intent and to create, complete and fully execute a Lease Agreement and a Memorandum of Agreement/Contract (MOA) outlining the terms and conditions to lease the land, by and between TNSFGBM Foundation and Moore County, NC.
 3. TNSFGBM Foundation requests at least five years to Begin Construction* of the National SF Park. The TNSFGBM Foundation intends to begin construction within five years and as soon as possible when sufficient funding goals are achieved.
NOTE: *Begin Construction will be defined in the completed fully executed Lease Agreement and the MOA.
- TNSFGBM Foundation intends to make an Endowment Fund, of at least \$10 Million, to generate income to maintain The National Special Forces Green Beret Memorial Park in perpetuity, to include but not limited to: Maintaining all the National SF Park components and physical assets of Bronze Sculptures, Monuments, Granite walls, bronze panels, name engraved plaques, paver stones, Center piece sculptures, pillars and granite displays, segments and accent pieces, concrete walkways, concrete platforms, reflection pool, accent lighting, electrical components, visitors pavilion and public restrooms, building structures, Flags and flag poles, etc.. All components of the physical assets of the National SF Park is owned and maintained by TNSFGBM Foundation in perpetuity.



THE NATIONAL SPECIAL FORCES GREEN BERET MEMORIAL

Estimated Timeline

PHASE I (Estimated 24 to 36 Months)

- Secure the land with a completed Agreement for The National Special Forces Green Beret Memorial Park, make a worldwide announcement and produce the first lead small version SF bronze sculptures.
- Produce the first special event of the ground breaking ceremony of the National SF Memorial Park.
- Prepare the National SF Park land site (Land surveys, Engineering plans etc. as required.) to begin construction of the National Special Forces Green Beret Memorial Park.
- Produce color photo realistic architectural renderings, master plan, of the National SF Memorial Park presentation.

PHASE II (Estimated 3-5 years)

- Build the National SF Memorial Park parking lots, walkways, concrete platforms for the bronze sculpture monuments and grand entrance, visitors pavilion, public restrooms and other initial park enhancements.
- Complete and unveil the main entrance Bronze Sculpture Monuments and the bronze relief panels with black granite walls, the SF Crest Center Piece, and the Medal of Honor Sculpture Monument, of The National SF Memorial Park. Coordinate the 1st UNVEILING SPECIAL EVENT.
- After the 1st Unveiling event, then continue to produce and unveil the additional 7 bronze sculpture monuments and/or bronze relief panels with black granite walls with a series of unveilings and special events every year until completion of the National SF Memorial Park.

PHASE III (Estimated 5 years +)

- Produce the "The National Special Forces Green Beret Memorial™-Global Virtual Experience".
A feature film quality interactive media experience to integrate with and complement The National Special Forces Green Beret Memorial Park.
- Continue to enhance the National SF Memorial Park, build a TNSFGBM Foundation H.Q. office building and special event building, manage and maintain The National Special Forces Green Beret Memorial Park and coordinate special events and visitors tours ongoing into the future.

Moore County Board of Commissioners
Land Use Plan Reasonableness & Consistency Statement
Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2.
(Child Care Home Facility) (Definition)
Text Amendment to the Unified Development Ordinance

The Moore County Board of Commissioners finds that:

1. The proposed Text Amendment is **consistent** with the following as listed in the 2013 Moore County Land Use Plan:
 - Recommendation 1.7: Support and promote local businesses.
2. The Conditional Rezoning Request is reasonable and in the public interest because:
 - a. It supports the current 2013 Moore County Land Use Plan Action and Goal listed above.

Therefore, the Moore County Board of Commissioners finds the text amendment to the Unified Development Ordinance is **consistent** with the 2013 Moore County Land Use Plan.

Kurt Cook
Kurt Cook, Chairman
Moore County Board of Commissioners

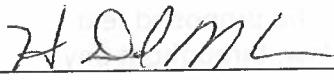
March 18, 2025
Date

Moore County Planning Board
Land Use Plan Reasonableness & Consistency Statement
Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2.
(Child Care Home Facility) (Definition)
Text Amendment to the Unified Development Ordinance

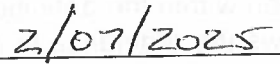
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 - Recommendation 1.7: Support and promote local businesses.
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 - a. It supports the current 2013 Moore County Land Use Plan Action and Goal listed above.

Therefore, the Moore County Planning Board finds the text amendment to the Unified Development Ordinance is **consistent** with the 2013 Moore County Land Use Plan.



David Mclean, Chair
Moore County Planning Board



Date



Agenda Item: 6.A.
Meeting Date: March 18, 2025

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Debra Enslinger, Planning Director
DATE: 03/04/2025
SUBJECT: Public Hearing to consider Unified Development Ordinance Amendments to Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2. (Child Care Home Facility) (Definition)
PRESENTER: Debra Enslinger, Planning Director

REQUEST: A request to amend Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2. (Child Care Home Facility) (Definition) of the Moore County Unified Development Ordinance (UDO).

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks and publishing a legal notice on the Moore County website.

BACKGROUND:

The UDO has existing language in Section 8.29.A.1 and 8.29.A.2. that references a specific number of children within the definition of a childcare home facility. The proposed text amendment allows the ordinance to remain in compliance with the law, throughout any changes, and allows Staff the ability to review the individual scenario based upon current law when the permit application is submitted. This will reduce the need to repeatedly change the UDO through Text Amendments, to align with any changes in the law.

PROPOSED TEXT AMENDMENT LANGUAGE:

Bold Text – additions to the ordinance

~~Strikethrough Text~~ – deletions from the ordinance

1. Amend Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2 (Child Care Home Facility) (Definition) as follows:

Find this Chapter/Section/Subsection on Page 97 of the UDO

A. DEFINITION

1. A childcare home facility is a childcare arrangement located in a residence where, ~~at any one time, more than two children, but less than nine children, they receive child care is~~ **provided in accordance with NCGS 110-91(7) b.**

2. ~~Of The number of children present at any one time in a family child care home, no more than five children shall be preschool-aged, including the operator's own preschool-age children, will be in accordance with NCGS 110- 86(3)b and 91(7) b. and NCAC section .1700.~~

REASON: Reflects current law pertaining to specific numbers of children and removes NCAC section .1700, an incorrect statute reference.

PLANNING BOARD RECOMMENDATION

The Planning Board met on February 6, 2025, and voted 7-0 the requested text amendment is **Consistent** with the Moore County Land Use Plan.

The Planning Board voted 7-0 to recommend **Approval** of the text amendment: Unified Development Ordinance Amendments to Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2. (Child Care Home Facility) (Definition)

CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN:

The consistency statement will be created after the conclusion of the Public Hearing.

FINANCIAL IMPACT:

There is no known financial impact to Moore County due to this amendment.

IMPLEMENTATION PLAN:

Hold a Public Hearing on March 18, 2025.

RECOMMENDATION SUMMARY:

Motion #1: Make a motion to adopt the attached Planning Board Land Use Plan Consistency Statement (**Consistent** or **Inconsistent**) 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 proposed amendments to Chapter 8 (Specific Use Standards) Section 8.29.A.1 and 8.29.A.2. (Child Care Home Facility) (Definition) of the Moore County Unified Development Ordinance (UDO).

ATTACHMENTS:

1. NCGS 110- 86(3)b and 91(7)b
2. RLUAC Comments
3. Executed Planning Board Consistency Statement
4. BOCC Consistency Statement

Moore County Board of Commissioners

Land Use Plan Reasonableness & Consistency Statement

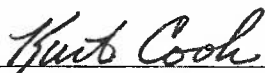
Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) (Release Requested), and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."

Text Amendment to the Unified Development Ordinance

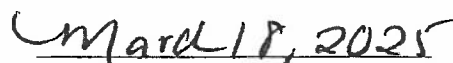
The Moore County Board of Commissioners finds that:

1. The proposed Text Amendments are **consistent** with the following as listed in the 2013 Moore County Land Use Plan:
 - Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.
 - This amendment would bring sections of the UDO in alignment with current laws.
2. The Conditional Rezoning Request is reasonable and in the public interest because:
 - a. It supports the current 2013 Moore County Land Use Plan Action and Goal listed above.

Therefore, the Moore County Board of Commissioners finds the text amendments to the Unified Development Ordinance are **consistent** with the 2013 Moore County Land Use Plan.


Kurt Cook, Chairman

Moore County Board of Commissioners


Date

Moore County Planning Board

Land Use Plan Reasonableness & Consistency Statement

Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), and Section 19.14.K (Maintenance), Chapter 9 (Nonconforming Situations), Section 9.5 (Expansion), and Section 9.7 (Replacement), Section 9.7.C (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15 (Signs), Section 7.15.G (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Upon Area", Chapter 8 (Specific Use Standards), Section 8.20 (Bona Fide Farm) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."

Text Amendment to the Unified Development Ordinance

The Moore County Planning Board finds that:

1. The proposed Text Amendments are **consistent** with the following as listed in the 2013 Moore County Land Use Plan:
 - Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.
 - This amendment would bring sections of the UDO in alignment with current laws.
2. The Conditional Rezoning Request is reasonable and in the public interest because:
 - a. It supports the current 2013 Moore County Land Use Plan Action and Goal listed above.

Therefore, the Moore County Planning Board finds the text amendments to the Unified Development Ordinance are **consistent** with the 2013 Moore County Land Use Plan.

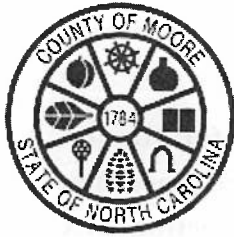


David Mclean, Chair

Moore County Planning Board

2/06/25

Date



Agenda Item: 6.B.
Meeting Date: March 18, 2025

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Debra Enslinger, Planning Director
DATE: 03/04/2025
SUBJECT: Public Hearing to consider Unified Development Ordinance Amendments to Chapter 19 (Subdivisions) Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) Release Requested and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."
PRESENTER: Debra Enslinger, Planning Director

REQUEST: A request to amend Chapter 19 (Subdivisions), Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), Section 19.14.O.1 (Release or Reduction) (Release Requested), and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Up Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation."

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks and publishing a legal notice on the Moore County website.

BACKGROUND:

During the legislative short session in 2024, the North Carolina General Assembly made notable changes to the laws related to planning and development regulations. As is typical, they adopted a regulatory reform bill, a farm bill, a variety of local bills and others. The UDO has existing language in multiple chapters or sections that is inconsistent with these new changes to North Carolina law. These changes can be found within Senate Bills 166, 607,

and 355. The proposed text amendments bring our ordinance into compliance with the new law.

PROPOSED TEXT AMENDMENT LANGUAGE:

Bold Text – additions to the ordinance

~~Strikethrough Text~~ – deletions from the ordinance

1. Amend Chapter 19 (Subdivisions), Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), and Section 19.14.O.1 (Release or Reduction) (Release Requested) as follows:

Find this Chapter/Section/Subsection on Page 227-230 of the UDO

A. PURPOSE AND INTENT

1. These standards create the additional flexibility necessary for lots in a subdivision to be conveyed or for issuance of a building permit to commence with development prior to completion of all required infrastructure or site improvements, subject to the prior approval of the Board of Commissioners and provided funds have been reserved for completion of these features.
2. These provisions ensure that funds are available for the County's use to complete required public infrastructure or private site features in the event an applicant is unable to do so.

B. APPLICABILITY

1. Performance guarantees shall be configured and managed in accordance with the standards in this section. Acceptance of a performance guarantee is in the sole discretion of the Board of Commissioners, who are under no obligation to approve a performance guarantee for any feature or under any circumstance.
2. The following facilities and site features may be eligible for performance guarantees at the discretion of the County:
 - i. Sidewalks, multi-use paths, and greenways;
 - ii. Private stormwater control measures and erosion control facilities;
 - iii. Street lights; and
 - iv. Placement of vegetation, except when required as part of erosion control measures.
3. All other public infrastructure or required site features shall be completed prior to issuance of a certificate of occupancy for the development, the conveyance of lots, or approval of the final plat, as appropriate.

C. INELIGIBLE FACILITIES

The following infrastructure facilities are not eligible for performance guarantees, and shall be completed and dedicated to the County or other appropriate agency, prior to approval of a final plat, conveyance of lots, or issuance of a building permit:

1. Public potable water;
2. Public sanitary sewer;
3. Functional fire protection infrastructure;
4. The base and initial courses of asphalt on a street;
5. Stormwater drainage facilities associated with a street right-of-way;
6. Curb and gutter; and
7. Street signs and traffic control signals.

D. STORMWATER AND EROSION CONTROL FACILITIES

Stormwater control measures and erosion control facilities shall not be subject to these performance guarantee standards, but shall be subject to the specific provisions for performance guarantees associated with those features in accordance with NCGS 160D-804.

E. FORM

1. The form of a performance guarantee shall take one of the following forms, at the sole discretion of the applicant:
 - i. A surety bond issued by a firm licensed to operate in the State of North Carolina;
 - ii. A letter of credit issued by a financial institution licensed to operate in the State of North Carolina; or
 - iii. Cash or certified check; or
 - iv. Other form of guarantee that provides equivalent security to the forms listed above, as determined by the County.
2. In cases where more than one facility or site feature is requested to be subject to a performance guarantee, the applicant may provide a single, consolidated performance guarantee for all facilities or site features. In no instance shall performance guarantees associated with private stormwater control mechanisms or sedimentation control be consolidated with any other performance guarantee.
3. If cash or other instrument is deposited in escrow with a financial institution, an agreement between the financial institution and the developer shall be filed with the County guaranteeing the following:
4. That the escrow account shall be held in trust until released by the County and may not be used or pledged by the developer for any other matter during the term of the escrow; and
5. That in case of a failure on the part of the developer to complete or repair the improvements, the financial institution shall, upon notification by the County, immediately pay the funds deemed necessary by the County to complete or repair the improvements up to the full balance of the escrow account, or deliver to the County any other instruments fully endorsed or otherwise made payable in full to the County; and
6. The financial institution holding the cash or other instrument shall indicate to the County its notification requirements for release or payment of funds.

F. DECISION

After the conclusion of a public hearing, the Board of Commissioners shall decide applications for performance guarantees, which shall take one of the following forms:

1. Approval of the performance guarantee;
2. Denial of the performance guarantee; or
3. Remand of the application to County staff for further consideration.

G. REVIEW CRITERIA

1. An application for a performance guarantee shall be approved if the application complies with the following:
 - i. The request is for an eligible facility or site feature;
 - ii. The request is in the form and the amount required;
 - iii. The term of the guarantee is for the minimum period of time necessary; and
 - iv. The Board of Commissioners finds that approval of the performance guarantee is in alignment with the purpose and intent of this Ordinance and the County's Adopted Comprehensive Land Use Plan.

2. The performance guarantee shall be conditioned on the performance of all work necessary to complete the installation of the required improvements within the term of the guarantee.

H. AMOUNT

1. **GENERALLY** The amount of the performance guarantee shall not exceed one hundred twenty-five percent (125%) of the reasonably estimated cost of completion at the time the performance guarantee is issued. The local government may determine the amount of the performance guarantee or use a cost estimate determined by the developer. The reasonably estimated cost of completion shall include one hundred percent (100%) of the costs for labor and materials necessary for completion of the required improvements. Where applicable, the costs shall be based on unit pricing. The additional twenty-five percent (25%) allowed under this subdivision includes inflation and all costs of administration regardless of how such fees or charges are denominated. The amount of any extension of any performance guarantee shall be determined according to the procedures for determining the initial guarantee and shall not exceed one hundred twenty-five percent (125%) of the reasonably estimated cost of completion of the remaining incomplete improvements still outstanding at the time the extension is obtained.

2. ESTIMATED COSTS

Estimated costs of completing installation of required public improvements, vegetation, or stormwater measures shall be itemized by improvement type and certified by the developer's licensed professional and is subject to approval by the Board of Commissioners.

3. RENEWAL

If a performance guarantee is renewed, the Administrator may require the amount of the performance guarantee be updated to reflect changes in cost over time.

I. SEQUENCE

1. Performance guarantee applications may be filed along with any application for a subdivision, site plan, special use permit, building permit, or zoning permit, as appropriate.

2. Development subject to a performance guarantee shall not receive a certificate of occupancy or final development approval until all infrastructure or site features subject to a performance guarantee have been installed and accepted by the County or other appropriate agency.

J. AS-BUILT PLANS REQUIREMENTS

1. PUBLIC IMPROVEMENTS

Upon completion of a public improvements, an architect or professional engineer licensed by the State of North Carolina and retained by the developer shall certify, in writing, that the completed public improvements have been constructed in accordance with the approved plans and shall submit actual "as-built" plans for all public improvements after final construction is completed.

2. STORMWATER CONTROL MEASURES

Upon completion of a private stormwater control mechanism, the developer shall certify to the Administrator that the completed project is in accordance with all applicable requirements in this Ordinance, the County's Code of Ordinances, and State law.

3. INSPECTION REQUIRED

(Find this change in 160D-804.1 (1c) on page 8 of Senate Bill 166)

~~A final inspection and approval by the Administrator or a designee shall occur before the release of the performance guarantee.~~

- i. The County shall conduct an inspection of the improvements subject to the performance guarantee within 30 days of a request received from a developer and

advise the developer whether the improvements are completed to the required specifications.

ii. In the event the County and the developer disagree whether a required improvement is completed to the specifications of the County, a developer may obtain a certification under seal from a licensed professional engineer that the required improvements have been completed to the specifications of the local government.

K. MAINTENANCE

1. WARRANTY FOR STORMWATER CONTROL MEASURES

i. Upon completion of construction of public or private stormwater control measures, the developer shall request a warranty inspection. Once all the improvements are deemed acceptable by the Administrator or a designee and pass the warranty inspection, the developer shall submit the following to the County:

ii. A set of acceptable as-built drawings;

iii. A written warranty against defects which shall guarantee the material and workmanship of required improvements for a period of not less than one year from the date of such acceptance.

iv. A maintenance warranty payable to the County equal to at least 25 percent of the cost of the installation of such improvements. Where the Board of Commissioners finds that repairs to any required improvement are needed, these funds shall be used.

2. MAINTENANCE OF STREETS UNTIL ACCEPTANCE

Following completion, the developer of any development containing streets shall sign a street maintenance disclosure statement to guarantee that the streets will be properly maintained until the offer of dedication is accepted by the NCDOT, or until maintenance responsibility is transferred to an owners' association if streets are private.

L. MAXIMUM TERM

1. Performance guarantees shall have a maximum term of one year, unless the developer determines a longer term is necessary to complete the public facilities or private site features. Acceptance of the proposed guarantee remains at the discretion of the Board of Commissioners.

M. EXPIRATION

1. The applicant shall demonstrate good faith towards the completion of public infrastructure or private site features subject to a performance guarantee. In the event the features subject to a guarantee are not completed prior to the expiration of the guarantee, the applicant shall request a renewal of the performance guarantee in accordance with these standards.

2. In the event an application for renewal of a performance guarantee has been filed with the County prior to expiration of an existing guarantee, the County shall delay the provision of notice of failure to install or complete improvements in accordance with Section 19.14.N, Forfeiture.

N. FORFEITURE

1. NOTICE OF FAILURE TO INSTALL OR COMPLETE IMPROVEMENTS

If the owner or developer fails to complete installation of the guaranteed improvements within the term of the performance guarantee (as may be extended), the Administrator shall give the owner or developer 3- day's written notice of the scope and degree of the default, by certified mail.

2. COUNTY COMPLETION OF IMPROVEMENTS

After the 30-day notice period expires, the County may draw on the guarantee and use the funds to perform the work necessary to complete installation of the guaranteed

improvements. After completing such work, the County shall provide a complete accounting of the expenditures to the owner or developer. In the event of a default triggering the use of the performance guarantee, the County shall return any of the unused deposited cash funds or other security.

O. RELEASE OR REDUCTION

1. RELEASE REQUESTED

- i. The County shall release or reduce a performance guarantee only after:
- ii. The owner or developer has submitted to the County a written request for a release or reduction of the performance guarantee that includes certification by the owner's or developer's engineer or contractor, whichever is appropriate, that installation of the guaranteed improvements has been completed in accordance with approved plans and specifications, and as-builts (if applicable);
- iii. County staff has performed an inspection of the improvements and certified in writing that installation of the guaranteed improvements is completed in accordance with approved plans and specifications; and

(Find this change in 160D-804.1 (2) on page 8 of Senate Bill 166)

iv. The County shall return or release a performance guarantee within 30 days of acknowledging its completion or the receipt of an engineer's certification.

~~iv.~~ v. No release or reduction in performance guarantee amounts will be considered until more than 25 percent of the work is in place and approved.

2. ACCEPTANCE SHALL BE DOCUMENTED

The Administrator shall provide written notice of the County's final acceptance of the improvements subject to performance guarantees.

3. IMPROPER RELEASE OF FINANCIAL GUARANTEES

If the County releases a performance guarantee through error, the error shall not release the developer from responsibility for the completion of all improvements in accordance with this Ordinance.

P. CHALLENGE OF DECISION

A legislative decision of the Board of Commissioners with regard to a performance guarantee request may be challenged by the filing of a declaratory judgement action in the Superior Court of Moore County in accordance with Section 14.3, Challenge to Legislative Decision.

REASON: A local government is not required to allow performance guarantees, but if it does allow performance guarantees, it must adhere to NC General Statute 160D-804.1. Session Law 2024-49 (Senate Bill 166) amended G.S. 160D-804.1 to add the above requirements.

- 2. Amend Chapter 19 (Subdivisions), Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures) as follows:

Find the Chapter/Section/Subsection on page 229 of the UDO.

K. MAINTENANCE

1. WARRANTY FOR STORMWATER CONTROL MEASURES

- i. Upon completion of construction of public or private stormwater control measures, the developer shall request a warranty inspection. Once all the improvements are deemed acceptable by the Administrator or a designee and pass the warranty inspection, the developer shall submit the following to the County:
- ii. A set of acceptable as-built drawings;

- iii. A written warranty against defects which shall guarantee the material and workmanship of required improvements for a period of not less than one year from the date of such acceptance.

(Find this change in S.L. 2023-108 (which amended G.S. 160D-925 (d1) on page 29-30 of House Bill 488)

- ~~iv. A maintenance warranty payable to the County equal to at least 25 percent of the cost of the installation of such improvements. Where the Board of Commissioners finds that repairs to any required improvement are needed, these funds shall be used.~~

2. MAINTENANCE OF STREETS UNTIL ACCEPTANCE

Following completion, the developer of any development containing streets shall sign a street maintenance disclosure statement to guarantee that the streets will be properly maintained until the offer of dedication is accepted by the NCDOT, or until maintenance responsibility is transferred to an owners' association if streets are private.

REASON: In 2023, the General Assembly adopted S.L. 2023-108, which amended G.S. 160D-925 to prohibit local governments from collecting funds for maintenance of private stormwater facilities. Additionally, the law required local governments to reimburse funds previously collected for stormwater maintenance.

- 3. Amend Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion) as follows:

This Chapter/Section/Subsection can be found on Page 143 of the UDO.

SECTION 9.5. EXPANSION

A. Expansions to nonconforming buildings or structures shall meet the requirements of this Ordinance; however, the built upon area of existing development built prior to December 31, 1993 is not required to be included in the density / built-upon area calculations.

B. Nothing in this section shall limit the increase in elevation of an existing or damaged residential building or structure in the special flood hazard area to a height above the regulatory flood elevation.

C. Nonconforming uses of buildings may be extended throughout the building provided no structural alterations (except those required by law or ordinance or ordered by an authorized officer to secure the safety of the building) are made therein but no such use shall be extended to occupy any land outside the building.

(Find this change in S.L. 2024-45, G.S. 160D-912.1 on page 36 of Senate Bill 607)

D. Nonconforming signs cannot be physically expanded, enlarged, or extended in any manner though **the sign may be relocated or reconstructed or its message may be changed** ~~changes to the sign's message may be permitted~~ in accordance with Section 9.7, Replacement.

E. Nonconforming uses of land shall not be extended to occupy a greater area of land.

F. An addition to a nonconforming building or structure may be extended but cannot extend further into the setback.

REASON: To allow for amendments necessitated by S.L. 2024-45 (S.B. 607), which adds G.S. 160D-912.1 to allow for relocation or reconstruction of lawfully erected on-premises signs.

- 4. Amend Chapter 9 (Nonconforming Situations), Section 9.7.C (Replacement) (Signage) as follows:

Find this Chapter/Section/Subsection on page 144 of the UDO.

C. SIGNAGE

(Find this change in S.L. 2024-45, G.S. 160D-912.1 on page 36 of Senate Bill 607)

~~A nonconforming sign shall not be replaced or changed; provided, however,~~

1. ~~the~~ The copy, content, or message of the sign may be changed so long as the shape, size, or height of the sign is not increased. The copy, content, or message of a nonconforming sign may not be changed in cases when the sign or the use it advertises has been discontinued for a period of two years or more.

2. **Lawfully erected on-premises signs may be relocated or reconstructed on the same parcel in accordance with G.S. 160D-912.1, if the following circumstances exist:**

i. **The sign complies with the local development rules that applied when it was originally constructed,**

ii. **The square footage of the total advertising surface area of the sign does not increase, and**

iii. **any relocation construction work begins within twenty-four months of the date of the sign's removal. If the parties disagree as to whether a sign was lawfully erected, the local government has the burden of proving that the sign was not lawfully erected.**

REASON: S.L. 2024-45 (S.B. 607) added new G.S. 160D-912.1 to protect the value of on-premises advertising, defined as "[a] sign visible from any local or State Road or highway that advertises activities conducted on the property upon which it is located or advertises the sale or lease of the property upon which it is located." This statute includes the above provisions.

5. Amend Chapter 9 (Nonconforming Situations), Section 9.8 (Movement) as follows:

Find this Chapter/Section/Subsection on Page 144 of the UDO.

SECTION 9.8. MOVEMENT

(Find this change in S.L. 2024-45, G.S. 160D-912.1 on page 36 of Senate Bill 607)

Should a nonconforming building, or structure, or sign be moved for any reason for any distance it shall hereafter conform to the regulations for the district in which it is located after it is moved. **Nonconforming signs may be moved in accordance with Section 9.7.**

REASON: To adjust language to be consistent with the amendments to Section 9.7 and G.S. 160D-912.1.

6. Amend Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs) as follows:

Find this Chapter/Section/Subsection on Page 81 of the UDO.

G. OBSOLETE SIGNS

1. Signs which identify businesses no longer in existence shall be removed by the owner of the premises within 30 days of becoming an obsolete sign.

2. Signs designed for changeable sign faces may be covered instead of removed.

(Find this change in S.L. 2024-45, G.S. 160D-912.1 on page 36 of Senate Bill 607)

3. **If the County requires removal of a lawfully erected on-premises sign, it must pay compensation in accordance with G.S. 160D-912.1.**

REASON: S.L. 2024-45 (S.B. 607) added new G.S. 160D-912.1 to protect the value of on-premises advertising, defined as "[a] sign visible from any local or State Road or highway that

advertises activities conducted on the property upon which it is located or advertises the sale or lease of the property upon which it is located." This statute includes the above provision.

7. Amend Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Upon Area" as follows:

Find this Definition on Page 250 of the UDO.

(Find this change in S.L. 2024-49, G.S. 143-214.7D on page 52 of Senate Bill 166)

BUILT-UPON AREA Per NCGS 143-214.7(b2), built-upon area means impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; or a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour), or landscaping material, including, but not limited to, gravel, mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle; **or artificial turf, manufactured to allow water to drain through the backing of the turf and installed according to the manufacturer's specifications over a pervious surface.** The owner or developer of a property may opt out of any of the exemptions from "built-upon area" set in this definition.

REASON: S.L. 2024-49 (S.B. 166) amends G.S. 143-214.7D to clarify the exemptions from "built-upon area" to include the bold language above for "artificial turf", which is new to the statute.

8. Amend Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses as follows:

Find this Chapter/Section/Subsection on Page 91-92 of the UDO

1. DEFINITION

In accordance with NCGS 160D-903 and 106-581.1, a bona fide farm is any tract of land where the land is used for one or more of the below classifications when performed on the farm and includes any other farm owned or leased to or from others by the bona fide farm operator, no matter where located:

1. The production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, swine, poultry.
2. The cultivation of soil for production and harvesting of crops, including but not limited to fruits, vegetables, sod, flowers and ornamental plants.
3. The planting and production of trees and timber.

(Find this change in S.L. 2024-32, on page 1 of Senate Bill 355, the Farm Act)

4. Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing. **The raising, management, care, and training of horses includes the boarding of horses.**
5. Aquaculture as defined in NCGS 106-758.

6. The operation, management, conservation, improvement, and maintenance of a farm and the buildings and structures on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation.

7. When performed on the farm, "agriculture", "agricultural", and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage, and other activities performed to add value to crops, livestock, and agricultural items produced on the farm, and similar activities incident to the operation of a farm.

8. Any structure used or associated with equine activities, including, but not limited to, the care, management, boarding, or training, or horses, the instruction and training of riders, and therapeutic equine facilities operated by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code that provides therapeutic equine-related activities for persons who are physically, intellectually, or emotionally challenged.

9. A public or private grain warehouse or warehouse operation where grain is held 10 days or longer and includes, but is not limited to, all buildings, elevators, equipment, and warehouses consisting of one or more warehouse sections and considered a single delivery point with the capability to receive, load out, weigh, dry, and store grain.

REASON: S.L. 2024-32 (S.B. 355, the Farm Act) represents the General Assembly's annual updates to agricultural laws regarding horses within the definition of a Bona Fide Farm to include the bold language above. The update is defined in NCGS 106-581.1 (3).

9. Amend Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation" as follows:

Find this Chapter/Section/Subsection on Page 255-256 of the UDO

Land development regulation is defined to be any State statute, rule, or regulation, or local ordinance affecting the development or use of real property, including any of the following:

- a. Unified development ordinance.
- b. Zoning regulation, including zoning maps.
- c. Subdivision regulation.
- d. Erosion and sedimentation control regulation.
- e. Floodplain or flood damage prevention regulation.
- f. Mountain ridge protection regulation.
- g. Storm water control regulation.
- h. Wireless telecommunication facility regulation.
- i. Historic preservation or landmark regulation.
- j. Housing code.

(Find this change in G.S. 160D-102 (14), on page 2

k. North Carolina State Building Code enforcement

REASON: North Carolina General Statute 160D-102 (14) updated the definition of "development regulation" to include "North Carolina State Building code enforcement" effective January 1, 2025.

CONSISTENCY WITH THE 2013 MOORE COUNTY LAND USE PLAN:

The Planning Board met on February 6, 2025, and voted 7-0 that the proposed text amendment is consistent with Action 4.1.1: Continue to support and implement easy to

understand guidelines to incorporate throughout governmental departments and found the following:

- This amendment would bring sections of the UDO in alignment with current laws.

The proposed text amendment is reasonable and in the public interest because it supports the current 2013 Moore County Land Use Plan Action listed above.

The consistency statement will be created after the conclusion of the Public Hearing.

FINANCIAL IMPACT:

There is no known financial impact to Moore County due to this amendment.

IMPLEMENTATION PLAN:

Hold a Public Hearing on March 18, 2025.

RECOMMENDATION SUMMARY:

Staff recommends the Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Planning Board Land Use Plan Consistency Statement (**Consistent** or **Inconsistent**) 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 proposed amendments to Chapter 19 (Subdivisions), Section 19.14 (Performance Guarantees for Major Subdivisions), Section 19.14.J.3 (As-Built Plans Requirements) (Inspection Required), and Section 19.14.O.1 (Release or Reduction) (Release Requested), and Section 19.14.K.1 (Maintenance) (Warranty for Stormwater Control Measures), Chapter 9 (Nonconforming Situations), Section 9.5.D (Expansion), Section 9.7.C (Replacement) (Signage), and Section 9.8 (Movement), Chapter 7 (General Development Standards), Section 7.15.G (Signs) (Obsolete Signs), Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Built-Upon Area", Chapter 8 (Specific Use Standards), Section 8.20.A (Bona Fide Farm) (Definition) to add the boarding of horses to the list of agricultural uses, Chapter 20 (Definitions), Section 20.2 (Definitions) to amend the definition of "Land Development Regulation" of the Moore County Unified Development Ordinance (UDO).

ATTACHMENTS:

1. Chapter 160 D
2. SB 166
3. SB 607
4. SB 355 "The Farm Act"
5. S.L. 2023-108, which amended G.S. 160D-925
6. RLUAC Comments
7. Executed Planning Board Consistency Statement
8. BOCC Consistency Statement

Moore County TDA (MCTDA) The Business of Tourism

- Mandated by House Bill 504
 - MCTDA shall use 2/3 of funds to promote Travel & Tourism
 - Remainder for “tourism-related expenditures”
 - *To advertise or market an area or activity, publish and distribute guides, conduct research, or engage in similar promotional activities that attract tourists or business travelers to the area.*

Last 5 Years – Marketing/Advertising Averages

Pinehurst, So Pines, Aberdeen Area CVB

- Golf: 57.4%
- Leisure: 35.2%
- F&B/CVB “Core” Events: 7.4%



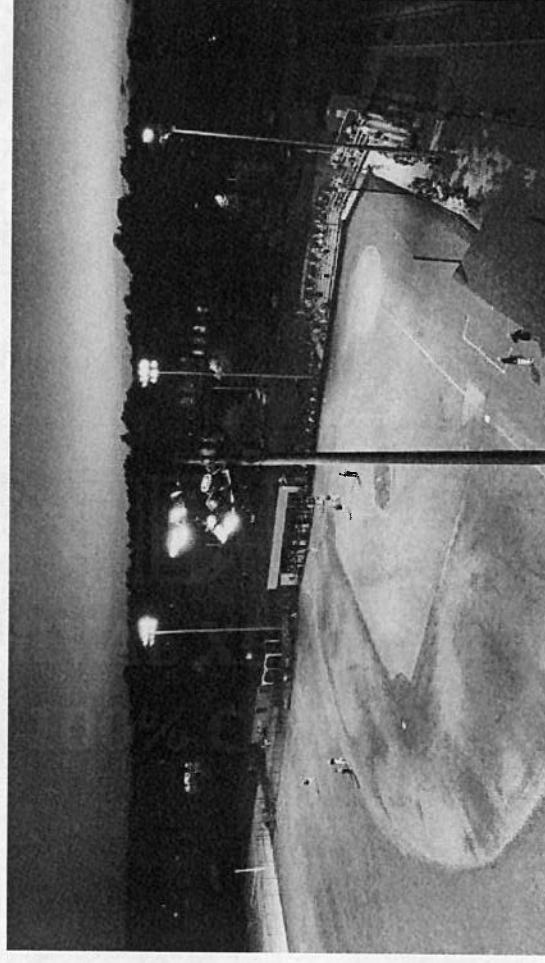
CVB Core Events and Sponsorships

- U.S. Kids Golf World Chmps
 - \$15.1M economic impact
- Pinehurst BBQ Festival
 - \$3.2M economic impact
- Sandhills Motoring Expo
 - \$2.1M economic impact
- Festival D' Avion
 - \$1.2M economic impact
- Other events/sponsorships
 - Celebration of Seagrove Potters
 - Weymouth Center
 - Agritourism Farm to Table Dinner
 - Visit NC Farms
 - Sandhills Bogeys
 - NASCAR
 - Starworks (Pinecone Pathways)

• Source: IMPLAN

One-Time Project Fund (OTPF) CVB Grant Program 2023-24

- \$821,000 in awards granted
 - Cameron (\$54,000)
 - Weymouth Center (\$57,000)
 - SCC (\$75,000)
 - Whitehall Tract Renovation (\$175,000)
 - Skatepark (\$200,000)
 - Aberdeen- Ransdell Sportsplex (\$250,000)



**JURISDICTIONS
ENABLED TO LEVY
OCCUPANCY TAX***

OCCUPANCY TAX RATE

1% 2% 3% 4% 5% 6% Over 6% Total

Municipalities

1 10 59 2 11 27 0 110

Counties

3 0 26 3 9 48 *1 90

Total

4 10 85 5 20 75 1 200

Room Occupancy Tax Collections – Last Four Years

*STR Totals consist of: Airbnb, Evolve, Expedia, Vacasa, Vacay, and VRBO

	2020 – 2021	2021 – 2022	2022 – 2023	2023 – 2024	2024 – 2025 As of 01/31/25
Hotels	\$1,936,658.94	\$2,603,010.30	\$2,711,783.48	\$3,250,173.19	\$1,619,688.74
STR's*	<u>\$257,078.17</u>	<u>\$449,625.46</u>	<u>\$521,691.57</u>	<u>\$683,028.03</u>	<u>\$385,603.73</u>
Gross Totals	\$2,193,737.11	\$3,052,635.76	\$3,233,475.05	\$3,933,201.22	\$2,005,292.47
Less Fees	\$31,937.37	\$40,526.36	\$42,334.75	\$49,332.01	\$33,329.80
Net Totals	\$2,161,799.74	\$3,012,109.40	\$3,191,140.30	\$3,883,869.21	\$1,971,962.67

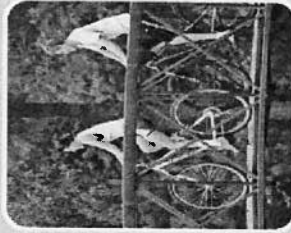
CVB Cash & Fund Balance by Fiscal Year (Audited)

	2019-2020	2020 – 2021	2021 – 2022	2022 – 2023	2023 – 2024
Cash	\$ 982,380	\$1,379,408	\$2,161,352	\$2,922,197	\$2,885,077
Fund Balance	\$1,081,449	\$1,604,319	\$2,435,976	\$3,209,572	\$3,563,178

Five Pillars of the Strategic Marketing Plan



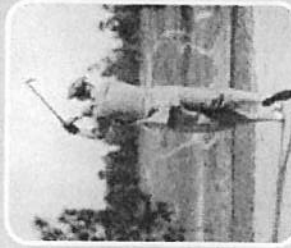
**Own All
Things
Golf**



**Promote
Outdoor
Activities**



**Celebrate
Small
Towns**



**Leverage
Authenticity**

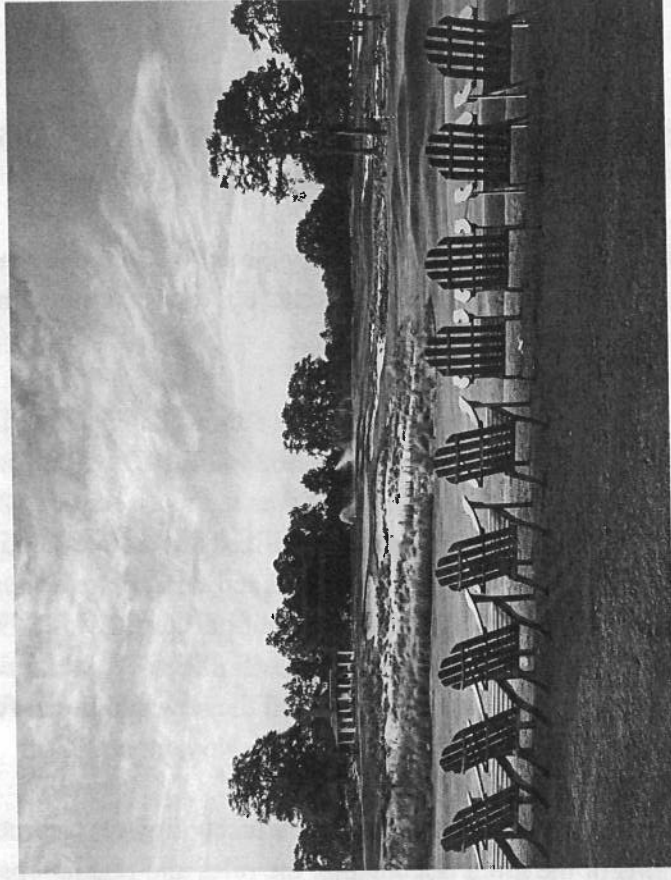


**Build the
Appeal of
Non-Golf
Activities**

1821

The Benefits of Tourism in Moore County

- Annual A-Rating
- 10th Highest Tourism Economy
- 6,000+ Jobs in Tourism
- \$26.1M Generated in Local Taxes
- \$532.10 (Tax Savings Per Resident)



PROJECT BUDGET ORDINANCE
RUNWAY 5 RPZ LAND ACQUISITION (COMMERCIAL), 185 STORAGE DRIVE
WBS # 36244.57.14.1 REVISION #3

BE IT ORDAINED, by the Moore County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is for Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive Revision #3 – 36244.57.14.1 will utilize a grant from the State Aid to Airports. This grant was in the amount of was in the amount of \$2,744,445 (\$2,470,000/State; \$274,445/Local). The project utilized \$47,840 (\$43,056 State; \$4,784 Local), for Phase 1. In October 2022, the Airport requested and was approved for an additional amount of \$10,804 State, and \$1,201 Local. The total amount of Phase 1 was \$59,845 (\$53,860 State; \$5,985 Local). Phase 2 (purchase of the property) will utilize the remaining grant funds \$2,540,155 (\$2,286,140/State; \$254,015/Local) and the new additional funding of \$144,445 (\$130,000/State; \$14,445/Local) that was awarded in November 2024.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Transportation-Division of Aviation and the Federal Aviation Administration, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive, Revision #3 Project:

Funding Source	<u>GL Account #</u>	<u>Current</u>	<u>Increase</u>	<u>Revised Amount</u>
State Aid to Airports	46143000 36322	\$2,340,000	\$130,000	\$2,470,000
Local Match	46119056 3298614.1	<u>\$260,000</u>	<u>\$14,445</u>	<u>\$274,445</u>
		\$2,600,000	\$144,445	\$2,744,445

Section 4: The following amount is an estimate of appropriation for the Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive Revision #3 Project:

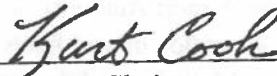
	<u>GL Account #</u>	<u>Current</u>	<u>Increase</u>	<u>Revised Amount</u>
36244.57.14.1	46161555 56320	\$2,600,000	\$144,445	\$2,744,445

Section 5: The Finance Director is hereby directed to maintain within the Project Fund sufficient, specific and detailed accounting records to satisfy the requirements of the funding agencies, North Carolina General Statutes and federal regulations, and any other applicable laws.

Section 6: The Finance Director is directed to report the financial status of the project as requested by the Board.

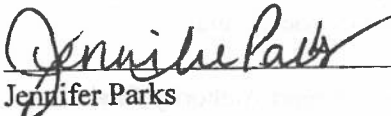
Section 7: This Project Ordinance shall be entered in the minutes of the Moore County Board of Commissioners meeting after adoption of this Ordinance and copies shall be filed with the Finance Officer.

First adopted on June 15, 2021, with Revision #1 adopted on April 4, 2023, with Revision #2 adopted on this 7th day of May 2024 and Revision #3 adopted on March
18 2025



Kurt Cook, Chairman

Moore County Board of Commissioners



Jennifer Parks

Clerk to the Board



**RESOLUTION AUTHORIZING THE
ACCEPTANCE OF FUNDS FOR THE RUNWAY 5 RPZ LAND ACQUISITION (COMMERCIAL), 185
STORAGE DRIVE WBS # 36244.57.14.1 REVISION #3**

WHEREAS, the Moore County Airport Authority is eligible for State funds under the State Aid to Airports program for the Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive project; and

WHEREAS, in 2021, the North Carolina Department of Transportation-Division of Aviation notified the Moore County Airport Authority that State funds were awarded for the Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive project in the amount of \$2,600,000 (\$2,340,000/State; \$260,000/Local); and

WHEREAS, in 2021, the North Carolina Department of Transportation approved the Airport Authority to proceed with appraisals and surveys of the property. The approval was for \$47,840 (\$43,056/State; \$4,784/Local). To complete the surveys and appraisals, the Authority requested, and received approval for, additional funds in the amount of \$12,005 (\$10,804/State; \$1,201/Local), for a new total of \$59,845 (\$53,860/State; \$5,985/Local); and

WHEREAS, in 2024, the Airport Authority is ready to make an offer to purchase 185 Storage Drive; and approved the funds and allocation of said funds at the special Moore County Airport Authority meeting on April 18, 2024; and

WHEREAS, in 2024, the Airport Authority is ready to make an offer to purchase 185 Storage Drive; and approved the funds and allocation of said funds at the special Moore County Airport Authority meeting on February 03, 2025; Phase 2 (purchase of the property) will utilize the grant funds \$2,540,155. (\$2,286,140/State: \$254,015/Local) and \$144,445 (\$130,000/State; \$14,445/Local) that was awarded in November 2024; and

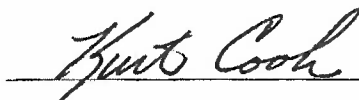
WHEREAS, such allocation of funds will be approved in consideration with the local match being required; and the total cost of the project will be \$2,744,445 (\$2,470,000/State; \$274,445/Local); and

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, Representative of the Moore County Airport Authority, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following amounts, \$2,744,445, which will consist of the following work elements: Runway 5 RPZ Land Acquisition (Commercial), 185 Storage Drive.

FURTHER, The County's Finance Director is authorized to request payment under said State Grant, using the State's Partner on-line program. The Finance Director is also authorized to approve electronically the AV-502 Quarterly Project Status Reports; and

FURTHER, the Moore County Airport Authority is authorized to administer the Grant and any associated State Grant Agreements in accordance with guidelines set out in the said grant agreements and to enter into any associated contracts and agreements as it relates to the project.

First adopted on June 15, 2021, with Revision #1 adopted on April 4, 2023; Revision #2 adopted on May 7, 2024 and with Revision #3 adopted on this 18 of March 2025.



Kurt Cook, Chairman
Moore County Board of Commissioners


Jennifer Parks, Clerk to the Board



**RESOLUTION HONORING THE
CIVIL AIR PATROL, US AIR FORCE AUXILIARY**

WHEREAS, the Civil Air Patrol was founded December 1, 1941, and is a congressionally chartered, federally funded, 501(c)3 nonprofit corporation. The Civil Air Patrol serves as the civilian auxiliary of the U.S. Air Force to mobilize the nation's civilian aviation resources for national defense service; and

WHEREAS, the Civil Air Patrol, US Air Force Auxiliary trains youth in leadership, aerospace, fitness, and character; and

WHEREAS, the leadership training is a thoughtful approach to problem solving and practical skills for leading in a diverse world; and

WHEREAS, the aerospace education familiarizes the youth with aerospace sciences and cyber, plus awareness of career options; and

WHEREAS, the fitness education teaches lifelong habits of regular exercise and a commitment to a drug-free lifestyle; and

WHEREAS, the character education encourages a personal code of honor and teaches moral reasoning skills to make tough decision; and.

WHEREAS, the Civil Air Patrol cadets find rewarding and challenging opportunities that shape character, grow confidence, improve fitness, strengthen resilience, and build camaraderie; and

WHEREAS, Civil Air Patrol cadets can also enter the Air Force as an E-3/Airman 1st Class; and

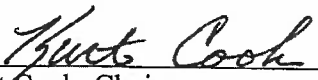
WHEREAS, youth and adults, family members, and neighbors share a bond by working together to serve communities in need; and

WHEREAS, serving in the Air Force Auxiliary allows members to serve local communities, save lives, and shape the future of tomorrow's leaders.

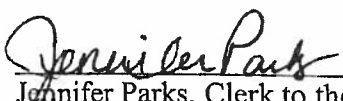
WHEREAS, the Moore County Board of Commissioners desires to make the community aware of this excellent opportunity to get involved with the Civil Air Patrol for children ages 12-18. Interested citizens can contact the Moore County Composite Squadron Commander, Captain Mike Hall at 704-957-5457.

NOW THEREFORE BE IT RESOLVED, the Moore County Board of Commissioners recognizes and honors the Civil Air Patrol, US Air Force Auxiliary program for helping youth to excel in life and producing future exemplary leaders of the community and beyond.

Adopted and resolved, this the 18th day of March 2025 by the Moore County Board of Commissioners.



Kurt Cook, Chairman
Moore County Board of Commissioners



Jennifer Parks, Clerk to the Board



1827

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 18th day of March, 2025, between American Response Vehicles, Inc. a business corporation formed under the laws of the State of Missouri (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Houston-Galveston Area Council (H-GAC), a regional planning commission and political subdivision of the State of Texas, has instituted a cooperative purchasing program of which the County is a member. The H-GAC performed a bidding process and awarded a contract to the Vendor, which is identified by the H-GAC as AM10-20 and is incorporated by reference in this Contract.

1. Attachment(s) and Exhibits

Attachment 1 and the Exhibits listed below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. All Exhibits are incorporated by reference.

Exhibit A:	Contract Pricing Worksheet
Exhibit B:	Photographs
Exhibit C:	Shop Order
Exhibit D:	Drawings and Compartment Dimensions

2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, Attachment 1, and the Exhibits will take delivery and accept two (2) 2024 Dodge Ram 5500 4x4 Reg Cab Type I Ambulances meeting the specifications as provided for in Attachment 1 and the Exhibits collectively referred to as the "Goods".

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

The Vendor will deliver the Goods covered by this Contract to the County on or before **June 30, 2026**. Delivery will be made to the Rick Rhyne Public Safety and Detention Center, which is located at 302 S. McNeill Street, Carthage, NC 28327. The parties mutually agree that time is of the essence.

3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed **\$768,986.00**, which includes delivery of the Goods. Payment will occur within 30 days after delivery and acceptance of the Goods.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

4. Inspection

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

5. Risk of Loss and Title

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

6. Vendor Emblems

Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in Exhibit A. This restriction does not apply to manufacturer decals or markings.

7. Service Requirements

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

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of five (5) gallons of fuel at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

9. Warranties

The Vendor represents and warrants that:

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

10. Insurance

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

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

Commercial General Liability	
Each Occurrence:	\$1,000,000
Damage to rented premises, each occurrence:	\$1,000,000
Medical Expenses:	\$5,000
Personal and Adv Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products - Comp/OP Agg:	\$2,000,000
Automotive Liability - Combined Single Limit:	\$1,000,000
Excess Liability - Umbrella Form	
Each occurrence:	\$25,000,000
Aggregate:	\$25,000,000
Workers Compensation and Employers' Liability	
E.L. Each Accident:	\$1,000,000
E.L. Disease policy - Each Employee:	\$1,000,000
E.L. Disease - Policy Limit:	\$1,000,000

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

11. Indemnification

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

12. Health and Safety

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

13. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and

warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

14. Iran Divestment Act

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

15. Divestment from Companies Boycotting Israel Act

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

16. Non-Discrimination in Employment

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

16. Governing Law

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

17. Breach; Termination of the Contract

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

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

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

18. Successors and Assigns

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

19. Drug Free Work Place

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

20. Compliance with Laws

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

21. Notices

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

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

VENDOR: AMERICAN RESPONSE VEHICLES, INC.
ATTN: LEGAL
521 HILLSDALE ROAD
COLUMBIA, MO 65201

22. Audit Rights

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

23. County Not Responsible for Expenses

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

24. Equipment

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

25. Non-Waiver

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

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26. Entire Agreement

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

27. Amendment

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

28. Drafted by Both Parties

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

29. Headings

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

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

AMERICAN RESPONSE VEHICLES, INC.

DocuSigned by:

Brett Holdiman

6CCFFC473715408...

Brett Holdiman, Vice President of Operations

COUNTY OF MOORE

Signed by:

Kurt Cook

0D83023F7FC9458...

Kurt Cook, Chairman

Board of Commissioners

ATTEST

Signed by:

Jennifer Parks

62F819A76304403...

Jennifer Parks

Clerk to the Board

PREAUDIT CERTIFICATE

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

DocuSigned by:

Caroline Xiong

1559291633924E...

Finance Officer

Certificate Of Completion

Envelope Id: 022D483A-5805-48BB-B49B-791AF6EDB50B Status: Completed
Subject: Complete with Docusign: American Response Vehicles Inc. - Ambulances Final PS 25-0108.pdf
Source Envelope:
Document Pages: 43 Signatures: 4 Envelope Originator:
Certificate Pages: 6 Initials: 0 Melinda Hill
AutoNav: Enabled mhill@moorecountync.gov
EnvelopeId Stamping: Enabled IP Address: 4.42.243.65
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Melinda Hill Location: DocuSign
2/27/2025 3:53:40 PM mhill@moorecountync.gov

Signer Events

Bryan Phillips
bphillips@moorecountync.gov
Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/18/2024 10:51:06 AM
ID: 8b63d067-2432-4e9f-9a8e-b2544e19d511

Brett Holdiman
bholdiman@arvambulance.com
Vice President of Operations

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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ID: 726e0ff0-420c-45e0-9d47-fa5cbac1cbc5

Caroline Xiong
cxiong@moorecountync.gov
Finance Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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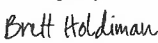
Jennifer Parks
jparks@moorecountync.gov
Clerk to the Board

County of Moore
Security Level: Email, Account Authentication
(None)

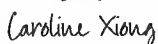
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Not Offered via Docusign

Signature**Completed**

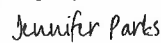
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Signature Adoption: Pre-selected Style
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Timestamp

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Signed: 3/4/2025 9:43:44 AM

Sent: 3/4/2025 9:43:49 AM
Viewed: 3/4/2025 11:36:23 AM
Signed: 3/4/2025 2:25:57 PM

Sent: 3/4/2025 2:26:00 PM
Viewed: 3/7/2025 6:55:54 PM
Signed: 3/7/2025 6:56:51 PM

Sent: 3/20/2025 8:48:41 AM
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Signed: 3/20/2025 8:49:02 AM

1 Person Signer Events**Signature****Timestamp**

1834

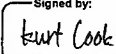
In Person Signer Events

In Person Signing Host:
Jennifer Parks
jparks@moorecountync.gov

In Person Signer:
Kurt Cook

Security Level: In Person

Signature

Signed by:

0D83023F7FC9458...

Signature Adoption: Pre-selected Style
Using IP Address: 4.42.243.65

Timestamp

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Electronic Record and Signature Disclosure:

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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**

Candace Dowd
cdowd@moorecountync.gov
Security Level: Email, Account Authentication
(None)

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Sent: 2/27/2025 4:03:26 PM
Viewed: 2/27/2025 4:23:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Caroline Xiong
cxiong@moorecountync.gov
Finance Directo

COPIED

Sent: 2/27/2025 4:03:26 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/10/2024 10:08:40 AM
ID: 9c1c1ad0-d5d4-4ea8-b012-37425bdca168

Grant Hunsucker
ehunsucker@moorecountync.gov
Security Level: Email, Account Authentication
(None)

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Viewed: 3/3/2025 2:32:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Parks
jparks@moorecountync.gov
Clerk to the Board
County of Moore

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melinda Hill
mhill@moorecountync.gov
Law Office Manager

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Sent: 2/27/2025 4:03:26 PM
Resent: 3/20/2025 8:49:14 AM

Moore County, County Attorney's Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

1835

Carbon Copy Events**Status****Timestamp**

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

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Sent: 2/27/2025 4:03:26 PM

Terra Vuncannon
tvuncannon@moorecountync.gov
Purchasing Manager
Moore County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Bryan Phillips
bphillips@moorecountync.gov
Director
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Candace Dowd
cdowd@moorecountync.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/7/2025 1:59:28 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	3/20/2025 8:48:52 AM
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Completed	Security Checked	3/20/2025 8:49:02 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**