
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
APRIL 15, 2019
6:45 PM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE - Megan Soles, Farah Soles, Moises Soles, Elias Soles, 7 years old, 1st graders in the Spanish-English Dual Immersion Program at Harnett Primary School

RECOGNITION

Introduction of the Fayetteville-Cumberland Youth Council Members

Stephen Ferrand

Jasmine Cotton

Madajah Trapier on Winning the N.C. High School Athletic Association Girls Wrestling State Title

Recognition of Retired Cumberland County Employees

Samuel W. Lucas - Cumberland County Engineering & Infrastructure

Dr. Lan P. Tran-Phu - Cumberland County Department of Public Health

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of April 1, 2019 Regular Meeting Minutes
- B. Approval of Proclamation for Cumberland County Law Enforcement Officers Week and Peace Officers Memorial Day
- C. Approval of Proclamation for National County Government Month
- D. Approval of Proclamation for Hurricane Preparedness Week
- E. Approval of Formal Bid Award for Marriage License Binders and Mylar Pockets
- F. Approval of Rejection of Bids for Electronic Health Records Bid #19-16-IS
- G. Approval of Sole Source for Triple P Program Materials

- H. Approval of Offer to Purchase Surplus Property Located At 6321 Aladdin Drive, Fayetteville, NC
- I. Approval of Offer to Purchase Surplus Property Located at 6383 Canadian Avenue, Fayetteville, NC
- J. Approval of Offer to Purchase Two Lots Located at Ashley Street, Fayetteville

- K. Approval of Sale of Surplus Real Property Located at 1716 Stanberry Court, Fayetteville, NC
 - L. Approval of Proposed Additions to the State Secondary Road System
 - M. Approval of Budget Ordinance Amendments for the April 15, 2019 Board of Commissioners' Agenda
 - N. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Mid-Carolina Council of Governments Study and Recommendations
 - 2. Budget Ordinance Amendment #190571 in the Amount of \$8,402,515 to Appropriate Fund Balance (School Capital Outlay Fund) for Additional Capital Outlay Expenditures for Equipment, Facility Repairs, and Renovations
 - 3. Creation of New Library Temporary Position for the Inclusive Internship Initiative and Budget Ordinance Amendment #190174
 - 4. Request to Transfer PY16 Youth Funds and Approve Budget Ordinance Amendment NO. 190161 to Decrease the Budget and EDSI Contract NO. 2019093
 - 5. Declaring Sheriff's Office Weapons as Surplus, Method of Disposal and Budget Ordinance Amendment #B190817
 - 6. Contract for Replacement of Detention Center Boilers
 - 7. Change Order for Stormwater Detention Pond B at Crown Complex and Associated Budget Ordinance Amendment #191285
 - 8. Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County
 - 9. Revised 2019 Agenda Session Regular Meeting Dates
3. PUBLIC HEARINGS
- Uncontested Rezoning Cases**
- A. Case P19-02
 - B. Case P19-03
- Contested Rezoning Cases**
- C. Case P19-13
 - D. Case P19-14
4. ITEMS OF BUSINESS
- A. Consideration of a Land Lease to the Federal Aviation Administration
 - B. Consideration of Funding Agreement under the HOME Investment Partnership Program with Kingdom Community Development Corporation
5. NOMINATIONS

- A. Transportation Advisory Board (4 Vacancies)
- 6. APPOINTMENTS
 - A. Senior Citizens Advisory Commission (1 Vacancy)
 - B. Cumberland County Workforce Development Board (5 Vacancies)
- 7. CLOSED SESSION: If Needed

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM CHANNEL 5.

IT WILL BE REBROADCAST ON WEDNESDAY, APRIL 17, AT 7:00 PM AND FRIDAY, APRIL 19, AT 10:30 AM.

REGULAR BOARD MEETINGS:

May 6, 2019 (Monday) - 9:00 AM
May 20, 2019 (Monday) - 6:45 PM
June 3, 2019 (Monday) - 9:00 AM
June 17, 2019 (Monday) - 6:45 PM

**THE MEETING VIDEO WILL BE AVAILABLE
ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 4/10/2019

**SUBJECT: MADAJAH TRAPIER ON WINNING THE N.C. HIGH SCHOOL ATHLETIC
ASSOCIATION GIRLS WRESTLING STATE TITLE**

BACKGROUND

Madajah Trapier, a senior at Cumberland International Early College, competed for the Jack Britt High School boys wrestling team this year.

In February, Miss Trapier competed in the first state wrestling tournament for girls conducted by the N.C. High School Athletic Association. She won in her weight class and brought the state title home to Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Congratulate Madajah Trapier on winning the NCHSAA girls state wrestling title.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/15/2019

**SUBJECT: APPROVAL OF PROCLAMATION FOR CUMBERLAND COUNTY LAW
ENFORCEMENT OFFICERS WEEK AND PEACE OFFICERS MEMORIAL
DAY**

BACKGROUND

The Cumberland County Sheriff's Office requested consideration of a proclamation for Cumberland County Law Enforcement Officers Week and Peace Officers Memorial Day.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is requested to consider approval of the proclamation.

ATTACHMENTS:

Description	Type
Proclamation for Cumberland County Law Enforcement Officers Week and Peace Officers Memorial Day	Backup Material

roclamation

WHEREAS, Cumberland County recognizes the heroism of all law enforcement officers who have died in the line of duty – giving their lives to protect and serve the citizens of our county; and

WHEREAS, the Cumberland County Sheriff's Office has lost twelve officers in the line of duty; and

WHEREAS, a permanent memorial has been designated and erected in memory of all those fallen officers and placed in the ground of the Cumberland County Courthouse and Law Enforcement Center.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners hereby proclaims:

May 5-11, 2019

“CUMBERLAND COUNTY LAW ENFORCEMENT OFFICERS WEEK”

and

May 9, 2019

“PEACE OFFICERS MEMORIAL DAY”

BE IT FURTHER RESOLVED, that the Cumberland County Board of Commissioners encourages all citizens of Cumberland County to recognize the contributions of those who serve their community in potentially dangerous circumstances and the ultimate sacrifice by those who have given their lives protecting and serving this County.

Presented this 9th day of May 2019.

*Jeannette M. Council, Chair
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/15/2019

SUBJECT: APPROVAL OF PROCLAMATION FOR NATIONAL COUNTY GOVERNMENT MONTH

BACKGROUND

National County Government Month, held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer.

NCGM's 2019 theme is "Connecting the Unconnected," which is consistent with NACo President Greg Cox's initiative and focuses on how counties deliver "people centered" services to their residents.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of a proclamation recognizing April 2019 as National County Government Month.

ATTACHMENTS:

Description	Type
National County Government Month Proclamation	Backup Material

Proclamation

National County Government Month - April 2019 ***“Connecting the Unconnected”***

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Cumberland County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Greg Cox’s “Connecting the Unconnected” initiative, NACo is demonstrating how counties deliver “people-centered” services to our residents nationwide; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Cumberland County do hereby proclaim April 2019 as ***National County Government Month*** and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Adopted this 15th day of April 2019.

JEANNETTE M. COUNCIL, Chair
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/15/2019

SUBJECT: APPROVAL OF PROCLAMATION FOR HURRICANE PREPAREDNESS WEEK

BACKGROUND

Request was received for a proclamation declaring the week of May 5-11, 2019 as Hurricane Preparedness Week.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is respectfully requested to consider approval of the proclamation declaring the week of May 5-11, 2019 as Hurricane Preparedness Week.

ATTACHMENTS:

Description	Type
Proclamation for Hurricane Preparedness Week	Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, hurricanes and tropical systems have impacted every North Carolina county with disastrous results; and

WHEREAS, North Carolina is repeatedly one of the leading states nationally for overall damage from hurricanes; and

WHEREAS, hurricanes and tropical storms can cause life-threatening hazards such as flooding, storm surge, destructive winds, tornadoes and landslides; and

WHEREAS, flooding claims lives every year, usually when motorists attempt to drive through flooded roadways, and

WHEREAS, people are less likely to be injured when they have prepared ahead of time and know what to do when a hurricane threatens North Carolina; and

WHEREAS, people should have an emergency plan and prepare their personal emergency supply kit to use at home or during an evacuation with enough food and water to sustain them and their families for three days or longer; and

WHEREAS, Cumberland County residents should know their evacuation routes and comply with local and state authorities when asked to evacuate; and

WHEREAS, Cumberland County Emergency Management works to inform and educate residents about how to plan, prepare and stay safe before, during and after a hurricane; and

WHEREAS, the observance of Hurricane Preparedness Week in Cumberland County provides better protection from the dangers of hurricanes and tropical storms.

NOW THEREFORE, WE, the Board of Commissioners of Cumberland County, do hereby proclaim the week of May 5-11, 2019, as "HURRICANE PREPAREDNESS WEEK" in Cumberland County and encourage all County residents to plan and prepare for hurricanes by assembling their emergency supply kits and updating their emergency plans.

This 15th day of April 2019.

*Jeannette M. Council, Chair
Cumberland County Board of Commissioners*



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 4/1/2019

**SUBJECT: APPROVAL OF FORMAL BID AWARD FOR MARRIAGE LICENSE BINDERS
AND MYLAR POCKETS**

BACKGROUND

The Register of Deeds' Office is in the process of completing a four-phased project to preserve historical marriage licenses. The project requires the purchase of marriage license binders and Mylar pockets.

Formal bids were solicited, received and reviewed for this purchase. R.L. Ballard and Associates provided the lowest cost for the purchase as shown in the attached cost sheet breakdown.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of bid award number 19-14-RD to R.L. Ballard and Associates based on the lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description

BID AWARD SUPPORT

Type

Backup Material



Cumberland County Formal Bid Award Approval

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: March 19, 2019 Department: Register of Deeds

Bid Description (If additional space necessary, may attach a separate sheet): 19-14-RD Marriage License Binders and Mylar Pockets.

Amount of Bid Award (or estimated contract amount): Estimated contract cost for (4) Phase Project is \$154,354, See Attached Cost Sheet. (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: FY19: \$102,230, FY20 (Projected): \$130,000 Original Budget (Y/N): Y or Budget Revision #: NA

Budget Line: Org. 1014146 Object Code: 522210

Department Bid Award Recommendation (specify the vendor): R L Ballard & Associates

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.): Lowest Bidder

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? No If so, which committee? NA on what date? NA (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: [Signature]

Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Wicki Evans Date: 4/1/19

Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes ☐ No ☒

Amanda Bullard Date: 3-28-19

County Purchasing Manager

Amy Cannon Date: 4/1/19
County Manager (Please see question below)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒
DOA CHECKED ☒
IRAN CHECKED ☒

Revised 3/21/19

Bid #19-14-RD Marriage License Binders and Mylar Packets

Cost Sheet

Phase I

Vendor	Binder Qty	Per Binder Fee	Total Marriage Binder Cost (56 Binders x Per Binder Fee)	Mylar Packet Qty	Per Mylar Packet Fee	Total Mylar Packet Cost (20,000 Packets x Per Packet Fee)	Total Phase Cost for All Fees
RL Ballard	56	\$102.50	\$5,740.00	20,000	\$1.19	\$23,800.00	\$29,540.00
Spectra Associates	56	\$112.00	\$6,272.00	20,000	\$1.98	\$39,600.00	\$45,872.00

Phase 2

Vendor	Binder Qty	Per Binder Fee	Total Marriage Binder Cost (114 Binders x Per Binder Fee)	Mylar Packet Qty	Per Mylar Packet Fee	Total Mylar Packet Cost (30,000 Packets x Per Packet Fee)	Total Phase Cost for All Fees
RL Ballard	114	\$101.00	\$11,514.00	30,000	\$1.18	\$35,400.00	\$46,914.00
Spectra Associates	114	\$109.00	\$12,426.00	30,000	\$1.98	\$59,400.00	\$71,826.00

Phase 3

Vendor	Binder Qty	Per Binder Fee	Total Marriage Binder Cost (114 Binders x Per Binder Fee)	Mylar Packet Qty	Per Mylar Packet Fee	Total Mylar Packet Cost (20,000 Packets x Per Packet Fee)	Total Phase Cost for All Fees
RL Ballard	138	\$101.00	\$13,938.00	20,000	\$1.19	\$23,800.00	\$37,738.00
Spectra Associates	138	\$109.00	\$15,042.00	20,000	\$1.98	\$59,400.00	\$74,442.00

Phase 4

Vendor	Binder Qty	Per Binder Fee	Total Marriage Binder Cost (114 Binders x Per Binder Fee)	Mylar Packet Qty	Per Mylar Packet Fee	Total Mylar Packet Cost (30,000 Packets x Per Packet Fee)	Total Phase Cost for All Fees
RL Ballard	162	\$101.00	\$16,362.00	20,000	\$1.19	\$23,800.00	\$40,162.00
Spectra Associates	162	\$109.00	\$17,658.00	20,000	\$1.98	\$39,600.00	\$57,258.00

RL Ballard \$154,354.00

Spectra Associates \$249,398.00

R. L. Ballard and Associates

3500 Wedgewood Drive
New Bern, NC 28562
(252) 637-3002

QUOTATION

DATE	ESTIMATE NO.
3/20/2019	2205

NAME / ADDRESS
Cumberland County Register of Deeds P O Box 2039 Fayetteville, NC 28302 Attn: Jacqueline W. Thomas

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Marriage Binders			0.00T
1, \$110.00			
2-5, \$108.00			
6-24, \$105.00			
25-99, \$102.50			
100-199, \$101.00			
Mylar Envelopes: Archival Containment			0.00T
100, \$2.47			
500, \$1.80			
1000, \$1.72			
1500, \$1.70			
2000, \$1.69			
2500, \$1.67			
5000, \$1.55			
10,000, \$1.45			
20,000, \$1.19			
30,000, \$1.18			
Sales Tax		7.00%	0.00
It's been a pleasure working with you!			TOTAL \$0.00

SPECTRA ASSOCIATES, INC.

PO BOX 333 DELMAR, NY 12054
(518) 439-9534 – Fax (518) 439-7424

BID 19-14-RD*Bid Date 03/01/2019*

TO: County of Cumberland NC
Purchasing Office
4th Floor
Room 451
117 Dick Street
Fayetteville, NC 28301

PRICING BELOW FOR BID 19-14-RD FOR CUMBERLAND COUNTY NC**Marriage License Binders per specifications in attachment "A"**

Quantity based pricing as follows and includes all shipping charges

1 @ \$155.00 each
2-5 @ \$146.00 each
6-24 @ \$138.00 each
25-49 @ \$115.00 each
50-99 @ \$112.00 each
100+ @ \$109.00 each

OPTION # 1 – Archival 2 Mil Mylar Pockets - Per specifications in attachment "A"

Quantity based pricing as follows and includes all shipping charges

100-499 @ \$3.40 each * 100 Minimum order on archival pockets
500+ @ \$2.70 each
20,000+ @ \$1.98 each

OPTION # 2 – Archival 2 Mil Mylar Pockets - Using same specifications except pockets are open on the 11 1/4" binding side as this is a stock/inventoried size. Option #1 has to be custom made.

Quantity based pricing as follows and includes all shipping charges

100-499 @ \$1.40 each * 100 Minimum order on archival pockets
500+ @ \$1.20 each
20,000+ @ \$0.88 each



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 4/4/2019

SUBJECT: APPROVAL OF REJECTION OF BIDS FOR ELECTRONIC HEALTH RECORDS BID #19-16-IS

BACKGROUND

Formal bids were solicited for an electronic health records system (EHR) on behalf of the Information Services Department. A total of eight bids were received. However, only three were considered responsive as a result of noncompliance with bid submission requirements.

The Information Services Department reviewed the responsive bids and are requesting to reject all bids and rebid the project in order to generate adequate competition.

RECOMMENDATION / PROPOSED ACTION

Management recommends that all bids be rejected and a new bid be issued. In accordance with North Carolina General Statute (NCGS) 143-129 (b), bids may be rejected for any reason determined by the Board to be in the best interest of the unit.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 4/11/2019

SUBJECT: APPROVAL OF SOLE SOURCE FOR TRIPLE P PROGRAM MATERIALS

BACKGROUND

The Cumberland County Department of Public Health received funds, in the amount of \$290,500.00, from the State to implement the Triple P (Positive Parenting Program). Triple P is an evidence based program that provides parents with various tools and strategies for parenting. The program requires the use of copyrighted DVD's, workbooks and tip-sheets. These items can only be purchased from Triple P.

The estimated cost for materials is \$195,850.05.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), whereas a needed product is only available from one source of supply.

ATTACHMENTS:

Description	Type
Department Memo & Support	Backup Material



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM

TO: AMANDA BULLARD, PURCHASING MANAGER

FROM: CANDI YORK, HD ACCOUNTANT *CY*

THRU: DUANE HOLDER, INTERIM HEALTH DIRECTOR

DATE: MARCH 28, 2019

RE: SOLE SOURCE PURCHASE

The Health Department was allocated State Funds for Fiscal Year 19 to start up Triple P (Positive Parenting Program) in a 19 county region including Cumberland. Triple P is an evidenced based program that provides parents with tools and strategies to raise their children in an environment that is safe, loving and predictable. The Health Department will work with community medical providers to get them certified in Triple P so they can offer this service in their clinics. Providers will use copyrighted DVDs, Workbooks and Tipsheets to teach the Triple P Program.

Triple P America is the only vendor we were able to find that sells Triple P materials. The Children and Youth State Branch also confirmed that all materials must be purchased directly from Triple P America. Health Department is requesting to purchase DVDs, Workbooks and Tipsheets from this vendor to implement Triple P in our region.



Valid for 12 months from July 1, 2018 (version 1.0)

Triple P America - Program Resources Order Form 2018

ORDER INQUIRIES: if you have an order inquiry please email: orders.us@triplep.net

Date of Order	
Organization Name	Cumberland County Department of Public Health
Billing/Invoice Address	
Contact Name	
Number/Street	
City	
State	
Zip	
Telephone	
Fax	
Email	
Mailing Address (if different to above)	
Contact Name	
Number/Street	
City	
State	
Zip	
Telephone	
Fax	
Email	

If you are completing this order on behalf of another practitioner who is trained in Triple P, please include that individuals information below:

Name	
Level(s) Trained	
Date Trained	
CRS# (if known)	

PAYMENT OPTIONS

Institutional purchaser order (established accounts only) PO#			
Money Order:	Enclosed		
Check:	Enclosed		
Check #:			
Date Sent:			
Credit Cards accepted (only for orders under \$4000.00)			
VISA	MASTERCARD	AMERICAN EXPRESS	DISCOVER
Please indicate Card type here -			
Card No:			
Card ID Code (3 digit code on back or 4 digit code on front)			
Expiration Date:			
Cardholder's Name:			
Cardholder's Address:			

ORDER SUMMARY

TAB 2	Resources 0-12 yrs	\$143,920.00
TAB 3	Teen Resources	\$16,979.75
TAB 4	Stepping Stones resources	\$17,145.75
TAB 5	Limited Language Resources	\$0.00
TAB 6	Triple P Online	\$0.00
SUB-TOTAL		\$178,045.50
Shipping & Handling - 10% of Subtotal (Min \$10 & excluding Triple P Online)		\$17,804.55
SC Sales Tax (please insert applicable charge)		
TOTAL		\$195,850.05

Prices are expressed in US Dollars,
and are subject to change without notification.

Send completed Order Form with payment details to:

Email: orders.us@triplep.net or Fax 803.451.2277

Triple P America, Inc

1201 Lincoln Street, Suite 201, Columbia, SC 29201

Postal Address: PO Box 12755, Columbia, SC 29211

Please check box if this is for Quotation Purposes only

☐

TRIPLE P PROGRAM RESOURCES: 0 - 12 yrs

RESOURCE	CODE	US	English (UK)	US Spanish & Americas	French Universal	Chinese Simplified	Chinese Traditional	French Canadian	Japanese	Portuguese	Swedish	Urdu	PRICE	AMOUNT
DVD RESOURCES														
Every Parent's Survival Guide (43mins) - PAL	DVD1												\$217.00	\$14,105.00
Every Parent's Survival Guide (43mins) - NTSC	DVD1NTSC												\$217.00	\$10,850.00
Every Parent's Survival Guide For Hearing Impaired (43mins) NTSC	DVD HI NTSC												\$217.00	\$10,850.00
Every Parent's Guide to Infants and Toddlers (55mins) NTSC	DVD2NTSC												\$217.00	\$10,850.00
Every Parent's Guide to Preschoolers (42mins) NTSC	DVD3NTSC												\$217.00	\$10,850.00
Every Parent's Guide to Primary Schoolers (51mins) NTSC	DVD4NTSC												\$217.00	\$10,850.00
Indigenous DVD NTSC	DVD8NTSC												\$242.00	
Family Transitions Triple P: Positive Parenting after Separation and Divorce NTSC	DVD9NTSC												\$53.50	\$2,675.00
Supporting Your Partner (15 minutes) NTSC	PSD1NTSC												\$53.50	\$2,675.00
Dealing with Disobedience (17 minutes) NTSC	PSD2NTSC												\$53.50	\$2,675.00
Coping with Stress (15 minutes) PAL	PSD3												\$53.50	\$2,675.00
Coping with Stress (15 minutes) NTSC	PSD3NTSC												\$53.50	\$2,675.00
Tidying Up (13 minutes) NTSC	PSD4NTSC												\$53.50	\$2,675.00
Encouraging Creativity (13 minutes) NTSC	PSD5NTSC												\$53.50	\$2,675.00
Children and Sport (14 minutes) NTSC	PSD6NTSC												\$53.50	\$2,675.00
Self-Esteem (19 minutes) NTSC	PSD7NTSC												\$53.50	\$2,675.00
													SUB-TOTAL	\$76,230.00

TIPS SHEETS														
Positive Parenting (pack of 10 of the same tip sheet)														
Being a parent (4pages)	PPT001	75											\$14.10	\$1,269.00
Coping with Stress (4pages)	PPT002	75											\$14.10	\$1,269.00
Feeling Depressed After the Birth of Your Baby (4 pages)	PPT003	75											\$14.10	\$1,269.00
Home Safety (4 pages)	PPT004	75											\$14.10	\$1,269.00
Preparing Your Child for a New Baby (4 pages)	PPT005	75											\$14.10	\$1,269.00
Supporting Your Partner (4 pages)	PPT006	75											\$14.10	\$1,269.00
Balancing Work and Family	PPT007	75											\$10.10	\$909.00
Seminar Series (pack of 10 of same tip sheet)														
The Power of Positive Parenting (4 pages)	PPT008	75											\$14.10	\$1,269.00
Raising Confident, Competent Children (4 pages)	PPT009	75											\$14.10	\$1,269.00
Raising Resilient Children (4 pages)	PPT010	75											\$14.10	\$1,269.00
Infants (pack of 10 of same tip sheet)														
Crying (4 pages)	PPT101	75											\$14.10	\$1,269.00
Promoting Development (4 pages)	PPT102	75											\$14.10	\$1,269.00
Separation Anxiety	PPT103	75											\$10.10	\$909.00
Sleep Patterns (4 pages)	PPT104	75											\$14.10	\$1,269.00
Toddlers (pack of 10 of same tip sheet)														
Bedtime Problems (4 pages)	PPT201	75											\$14.10	\$1,269.00
Disobedience I	PPT202	75											\$10.10	\$909.00
Hurting Others	PPT203	75											\$10.10	\$909.00
Independent Eating	PPT204	75											\$10.10	\$909.00
Language	PPT205	75											\$10.10	\$909.00
Sharing	PPT206	75											\$10.10	\$909.00
Tantrums	PPT207	75											\$10.10	\$909.00
Toilet Training (4 pages)	PPT208	75											\$14.10	\$1,269.00
Wandering	PPT209	75											\$10.10	\$909.00
Whining	PPT210	75											\$10.10	\$909.00

TRIPLE P PROGRAM RESOURCES: 0 - 12 yrs (Continued)

Resource

Code

English (US) English (UK) US Spanish & Americas French Universal Chinese Simplified Chinese Traditional French Canadian Japanese Portuguese Swedish Urdu

Resource	Code	US	English (UK)	US Spanish & Americas	French Universal	Chinese Simplified	Chinese Traditional	French Canadian	Japanese	Portuguese	Swedish	Urdu	COST	Price
TIPSHEETS - Continued														
Preschoolers (pack of 10 of same lip sheet)														
Disobedience II	PPT301	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Fighting and Aggression	PPT302	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Going Shopping	PPT303	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Having Visitors	PPT304	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Interrupting	PPT305	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Mealtime Problems	PPT306	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Nightmares and Night Terrors	PPT307	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Separation Problems	PPT308	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Tidying Up	PPT309	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Travelling in the Car	PPT310	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Primary Schoolers (pack of 10 of same lip sheet)														
Bedwetting	PPT401	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Behavior at School (4 pages)	PPT402	75	15	15	15	15	15	15	15	15	15	15	\$14.10	\$1,269.00
Being Bullied (4 pages)	PPT403	75	15	15	15	15	15	15	15	15	15	15	\$14.10	\$1,269.00
Chores	PPT404	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Fears	PPT405	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Homework	PPT406	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Lying	PPT407	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Self-Esteem (4 pages)	PPT408	75	15	15	15	15	15	15	15	15	15	15	\$14.10	\$1,269.00
Stealing (4 pages)	PPT409	75	15	15	15	15	15	15	15	15	15	15	\$14.10	\$1,269.00
Swearing	PPT410	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Creativity	PPT411	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
Sport (4 pages)	PPT412	75	15	15	15	15	15	15	15	15	15	15	\$14.10	\$1,269.00
ADHD	PPT413	75	15	15	15	15	15	15	15	15	15	15	\$10.10	\$909.00
													SUB-TOTAL	\$49,563.00

BOOKS

Resource	Code	US	English (UK)	US Spanish & Americas	French Universal	Chinese Simplified	Chinese Traditional	French Canadian	Japanese	Portuguese	Swedish	Urdu	COST	Price
Every Parent: A Positive Approach to children's behavior (Revised Edition)	B100	20	20	20	20	20	20	20	20	20	20	20	\$42.10	\$842.00
The Preschooler Book	B103	50	50	50	50	50	50	50	50	50	50	50	\$37.00	\$1,850.00
Every Parent's Self Help Workbook	SHWB	25	25	25	25	25	25	25	25	25	25	25	\$33.15	\$828.75
Indigenous Group Workbook	IGW												\$26.85	
Discussion Group Series 1 Triple P														
Dealing with Disobedience Booklet	DGBK1	50	50	50	50	50	50	50	50	50	50	50	\$6.50	\$325.00
Managing Fighting and Aggression Booklet	DGBK2	50	50	50	50	50	50	50	50	50	50	50	\$6.50	\$325.00
Developing Good Bedtime Routines Booklet	DGBK3	50	50	50	50	50	50	50	50	50	50	50	\$6.50	\$325.00
Hassle-free Shopping with Children Booklet	DGBK4	50	50	50	50	50	50	50	50	50	50	50	\$6.50	\$325.00
Enhanced Triple P														
Supplementary Workbook Module 1: Practice	EM1												\$11.45	
Supplementary Workbook Module 2: Coping Skills	EM2												\$11.45	
Supplementary Workbook Module 3: Partner Support	EM3												\$11.45	
Supplementary Workbook Module 4: Maintenance and Closure	EM4												\$11.45	

TRIPLE P PROGRAM RESOURCES: 0 - 12 yrs (Continued)

Resource		Code												COST	Price																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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OTHER RESOURCES													
Family Transitions Relaxation - CD	FTRECD	10											\$17.25
Primary Care Triple P Flip Chart *	PCFC	50											\$75.90
Triple P General Brochures (sold in packs of 100)	MKTBR0	200											\$32.90
SUB-TOTAL													\$10,547.50
TOTAL (3 Pages)													\$143,920.00

* Please note: This wallchart is a clinical resource, not a Stay Positive promotional poster. Practitioners in regions using the Stay Positive communications campaign should check their Stay Positive provider website for Five Steps posters and flyers.

TRIPLE P PROGRAM RESOURCES: TEEN 12 - 16 yrs

RESOURCE

DVD RESOURCES	CODE	US	English (UK)	SCH	SPA	PRICE	AMOUNT
Every Parent's Guide to Teenagers (66min) NTSC	DVD5NTSC	25				\$242.00	\$6,050.00
						SUB-TOTAL	\$6,050.00

TIPSHEETS

Teen (pack of 10 of the same tip sheet)

Smoking (4pages)	TTS01	50				\$14.10	\$705.00
Truancy (4pages)	TTS02	50				\$14.10	\$705.00
Sexual Behavior and Dating (4pages)	TTS03	50				\$14.10	\$705.00
Fads and Fashion	TTS04	50				\$10.10	\$505.00
Eating Habits(4pages)	TTS05	50				\$14.10	\$705.00
Rudeness and Disrespect	TTS06	50				\$10.10	\$505.00
Coping with Anxiety(4pages)	TTS07	50				\$14.10	\$705.00
Coping with Depression (4pages)	TTS08	50				\$14.10	\$705.00
Taking Drugs(4 pages)	TTS10	50				\$14.10	\$705.00
Money and Work	TTS11	50				\$10.10	\$505.00
Friends and Peer Relationships (4pages)	TTS12	50				\$14.10	\$705.00

Teen Seminar (pack of 10 of the same tip sheet)

Raising Responsible Teenagers	TTS13	25				\$14.10	\$352.50
Raising Competent Teenagers	TTS14	25				\$14.10	\$352.50
Getting Teenagers Connected	TTS15	25				\$14.10	\$352.50
						SUB-TOTAL	\$8,212.50

BOOKS

Positive Parenting Booklet for Parents with Teenagers	TBOOK	10				\$12.10	\$121.00
Every Parent's Teen Triple P Group Workbook	TGW104					\$29.35	
Every Parent's Teen Triple P Family Workbook	TFWB					\$36.30	
Every Parent's Teen Self Help Workbook	TSHWB					\$36.30	

Discussion Group Teen Series 1 Triple P

Getting Teenagers to Cooperate	TDGBK1					\$9.40	
Coping with Teenagers' Emotions	TDGBK2					\$9.40	
Reducing Family Conflict	TDGBK3					\$9.40	
Building Teenagers' Survival Skills	TDGBK4					\$9.40	
						SUB-TOTAL	\$121.00

OTHER RESOURCES

Five Steps to Positive Parenting of Teenagers Wall Chart (12-16yrs)	TPCWC	25				\$27.95	\$698.75
Primary Care Teen Flip Chart	TPCFC	25				\$75.90	\$1,897.50
						SUB-TOTAL	\$2,596.25

PAGE TOTAL \$16,979.75

TRIPLE P PROGRAM RESOURCES: STEPPING STONES

PRICE AMOUNT

CODE

RESOURCE

English (US)
English (UK)
US Spanish & Americas
Japanese

TIPSHEETS					
Stepping Stones Seminar (pack of 10 of same tip sheet)					
Helping Your Child Reach Their Potential	PPT417	US	SP/SPA	J	\$14.10
Changing Problem Behavior into Positive Behavior	PPT418	20			\$282.00
Positive Parenting for Children with a Disability	PPT419	20			\$282.00
SUB-TOTAL					\$846.00

BOOKLET SERIES					
Stepping Stone Booklet Series - Box Set of all 11 Titles					
Stepping Stones: A Guide to Positive Parenting	SSBK1	30			\$76.50
We recommended purchasing this with any individual booklet in the series	SSBK2	50			\$12.65
Stepping Stones: A Guide to Being Part of the Community	SSBK3	50			\$7.35
Stepping Stones: A Guide to Disruptive Behavior	SSBK4	50			\$7.35
Stepping Stones: A Guide to Fears and Anxiety	SSBK5	50			\$7.35
Stepping Stones: A Guide to Mealtimes	SSBK6	50			\$7.35
Stepping Stones: A Guide to Toileting	SSBK7	50			\$7.35
Stepping Stones: A Guide to Social Skills	SSBK8	50			\$7.35
Stepping Stones: A Guide to Early Learning Skills	SSBK9	50			\$7.35
Stepping Stones: A Guide to Language and Communication	SSBK10	50			\$7.35
Stepping Stones: A Guide to Self-Care Skills	SSBK11	50			\$7.35
SUB-TOTAL					\$6,602.50

BOOKS					
Group Stepping Stones Workbook					
Standard Stepping Stones Triple P Family Workbook	SSPW103	15			\$40.85
Stepping Stones Self Help Workbook	SSFWB	25			\$1,021.25
	SSSHWB	45			\$1,838.25
SUB-TOTAL					\$3,472.25

DVD					
Stepping Stones Triple P: A Survival Guide for Families with a Child with a Disability (82min) NTSC					
	DVD7NTSC	25			\$249.00
SUB-TOTAL					\$6,225.00
PAGE TOTAL					\$17,145.75



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/4/2019

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT
6321 ALADDIN DRIVE, FAYETTEVILLE, NC**

BACKGROUND

The County acquired the real property with the PIN 0442-56-5560, being Lt 185 Twin Oaks Sec 5 Pt 2, located at 6321 Aladdin Drive, Fayetteville, NC, at a tax foreclosure sale in 2016 for a purchase price of \$2,699.96. The property is zoned RR with a tax value of \$12,500.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. The Board of Commissioners declared this lot surplus on March 19, 2018, and it was placed on the surplus list thereafter. Gladys Heredia made an offer to purchase the property for \$2,699.96. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Gladys Heredia. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0442-56-5560, being Lt 185 Twin Oaks Sec 5 Pt 2, located at 6321 Aladdin Drive, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,699.96. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of

Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2019

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/4/2019

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT
6383 CANADIAN AVENUE, FAYETTEVILLE, NC**

BACKGROUND

The County acquired the real property with the PIN 0442-55-6720, being Lt 123 Twin Oaks Sec 4 Pt 4, located at 6383 Canadian Avenue, Fayetteville, NC, at a tax foreclosure sale in 2016 for a purchase price of \$2,159.57. The property is zoned RR with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. The Board of Commissioners declared this lot surplus on March 19, 2018, and it was placed on the surplus list thereafter. Gladys Heredia made an offer to purchase the property for \$2,159.57. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Gladys Heredia. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0442-55-6720, being Lt 123 Twin Oaks Sec 4 Pt 4, located at 6383 Canadian Avenue, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,159.57. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the

Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2019

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/4/2019

SUBJECT: APPROVAL OF OFFER TO PURCHASE TWO LOTS LOCATED AT ASHLEY STREET, FAYETTEVILLE

BACKGROUND

Friendship Community Gardens, Inc., has made an offer to purchase two lots on Ashley Street in Fayetteville.

The County acquired the lot with PIN 0437-12-3719, being Lot 18 E T Spence Sub Div Tolar Ld (0.19 ac), located at Ashley St., Fayetteville, NC, at a tax foreclosure sale in 2004 for a purchase price of \$3,672.03. The property is zoned MR5 with a tax value of \$7,500.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. This property has not yet been declared surplus by the Board of Commissioners and it has not been on the surplus property list; however, it has been identified to all County Government and City Departments to determine if there was any governmental use for it. No County or City Departments expressed interest in the lot. Friendship Community Gardens, Inc., has made an offer to purchase the property for \$3,672.03.

The County and City acquired the lot with PIN 0437-12-3815, located at Ashley St., Fayetteville, NC, and being the first tract described in the deed recorded in Book 8832 at page 371 at a tax foreclosure sale in 2012, along with two other parcels. The balance of the foreclosure judgment for this lot is \$3,180.88. The City deeded its interest to the County by the deed recorded in Book 9904 at page 139. The property is zoned MR5 with a tax value of \$7,500.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. This lot was identified to County Government and City Departments to determine if there was any governmental use for it December 14, 2012. No County or City Departments expressed interest in the lot. Although this lot was placed on the surplus list, we have not found where it was declared surplus by the Board of Commissioners. Friendship Community Gardens, Inc., has made an offer to purchase the property for \$3,180.88.

Exhibit 1 is a map setting out the location of each parcel and its associated PIN number.

If the Board proposes to accept these offers, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends that the Board find these lots are not needed for governmental purposes and declare them surplus. Furthermore, if the Board proposes to accept the offers of Friendship Community Gardens, Inc., resolve that the described real properties shall be advertised and sold pursuant to the upset bid process of G. S. § 160A-269, in accordance with the advertisement below.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0437-12-3719, being Lot 18 E T Spence Sub Div Tolar Ld (0.19 ac), located at Ashley St., Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,672.03. The Board further finds that the real property with PIN 0437-12-3815, being the first tract described in the deed recorded in Book 8832 at page 312, located at Ashley St., Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,180.88. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

April ___, 2019

Candice White, Clerk to the Board

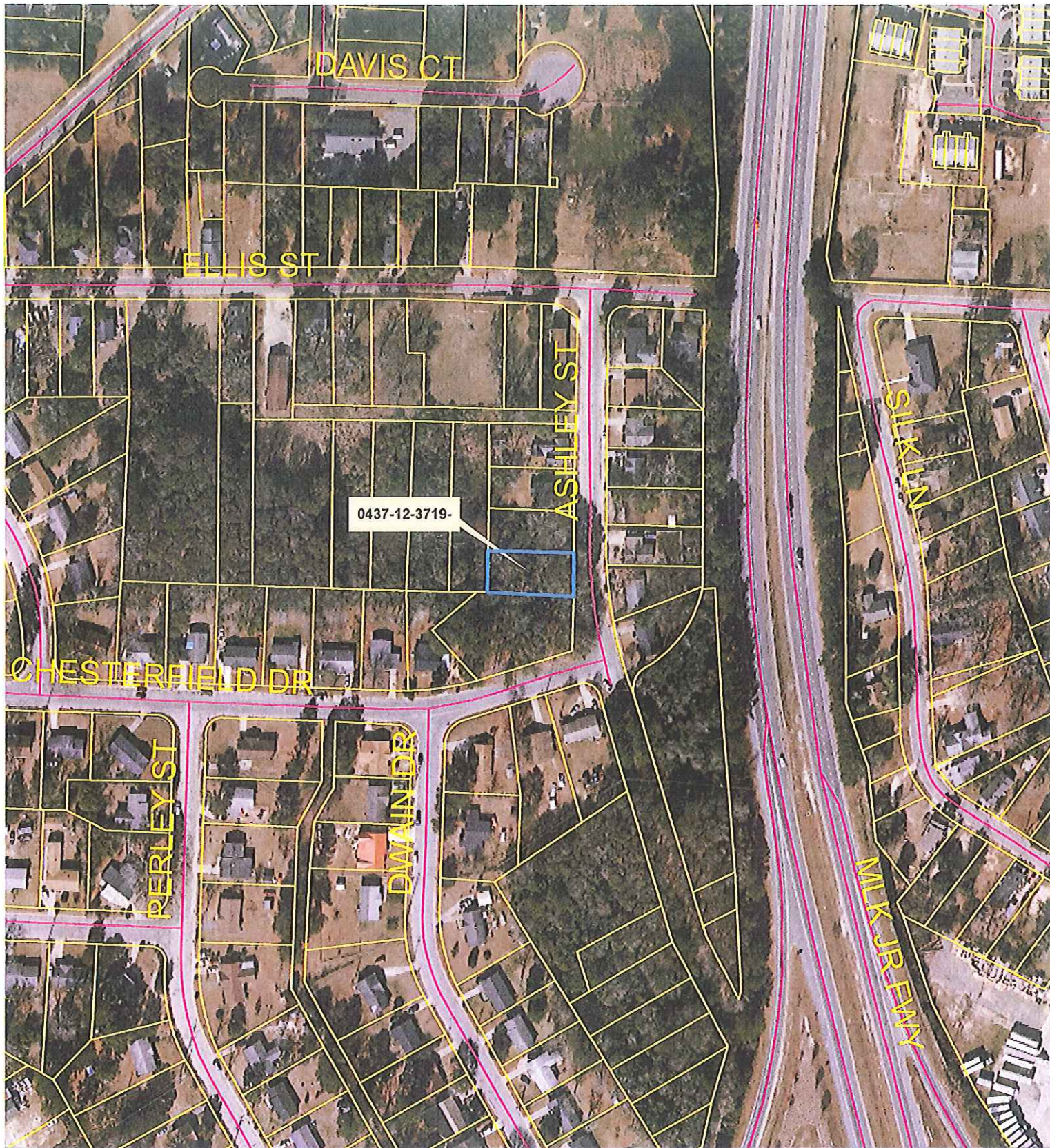
ATTACHMENTS:

Description

Exhibit 1

Type

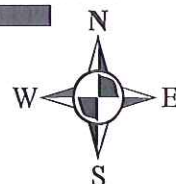
Backup Material



SITE MAP
LT 18 E T SPENCE S/D TOLAR LD (0.19 AC)

200 100 0 200 Feet

THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES
NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE
ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION
AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.





0437-12-3815-



**SITE MAP
ASHLEY ST
CROSS CREEK TOWNSHIP
FAYETTEVILLE NC**

200 100 0 200 Feet

THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES
NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE
ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION
AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.



**CUMBERLAND
★ COUNTY ★
NORTH CAROLINA**



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/9/2019

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 1716
STANBERRY COURT, FAYETTEVILLE, NC**

BACKGROUND

On March 18, 2019, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0438-27-5472, located at 1716 Stanberry Court, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Strong Hands Holding, LLC, has made an offer to purchase the property for \$3,599.75. The parcel is zoned SF6, with a tax value of \$5,500.00. Based on the County GIS Parcel Viewer System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on March 23, 2019. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County Attorney recommends the Board accept this offer and authorize the Chair or the County Manager to execute a deed for the property upon the County's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

Affidavit of Publication

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS
ADVERTISEMENT OF PROPOSAL TO AC-
CEPT AN OFFER TO PURCHASE CERTAIN
REAL PROPERTY PURSUANT TO
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0138-27-5172, being Bldg. L1 29, Burton Farm, located at 1716 Stanberry Court, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,599.76. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

March 18, 2019
Candice White, Clerk to the Board
3/23 5137821

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC - REAL PROPERTY WITH PIN 0438-27-5472 of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

3/23/2019

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 25 day of March, A.D., 2019.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S
PO BOX 1829,
FAYETTEVILLE, NC 28302-0000NULL

0005137821



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 4/12/2019

SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE SECONDARY ROAD SYSTEM

BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State Secondary Road System for maintenance (see attached):

Kingswood Subdivision:

- Marcelle Drive
- Eunice Drive

DOT has determined that the above streets are eligible for addition to the state system.

RECOMMENDATION / PROPOSED ACTION

NCDOT recommends that the above named streets be added to the State Secondary Road System. County Management concurs.

Approve the above listed streets for addition to the State Secondary Road System.

ATTACHMENTS:

Description

NCDOT Secondary Road Addition Request

Type

Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

April 10, 2019

Ms. Jeannette M. Council
Chair
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Kingswood Subdivision

- Marcelle Drive
- Eunice Drive

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in dark ink, appearing to be "Janet James".

Janet James
Engineering Technician

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION SIX / DISTRICT TWO
POST OFFICE BOX 1150
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0601
Fax: (910) 437-2529
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
600 SOUTHERN AVENUE
FAYETTEVILLE, NC 28306



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 4/9/2019

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE APRIL 15, 2019 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Health Department - Budget Ordinance Amendment B190100 to recognize Medicaid revenue in the amount of \$41,454

The Board is requested to approve Budget Ordinance Amendment B190100 in the amount of \$41,454 representing Medicaid revenue. These funds will be used to purchase a replacement audiovisual system for the Health Department's Auditorium. The current system is not working properly and can no longer be repaired. The new system will provide the auditorium with a modern audiovisual solution providing a productive training and meeting environment.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEM 2 PLEASE NOTE:

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/18) or items ordered that have not been received by fiscal year end. This project or item was approved in the Fiscal Year 2018 budget; however, the money was not spent by June 30, 2018.

The following amendment seeks to bring those funds forward from FY 2018 into the current fiscal year, allowing the department to complete and pay for these items. This revision is not using 'new' funds but is recognizing the use of FY18 funds in FY19.

General Fund 101

2) Information Services - Budget Ordinance Amendment B190892 to bring FY18 funds forward in the amount of \$7,250 for the installation of the information systems disaster recovery unit and servers

The Board is requested to approve Budget Ordinance Amendment B190892 to bring FY18 funds forward in the amount of \$7,250 for the installation of the disaster recovery unit and backup servers. The project was started in FY18 and will not be complete until FY19.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 4/5/2019

**SUBJECT: MID-CAROLINA COUNCIL OF GOVERNMENTS STUDY AND
RECOMMENDATIONS**

BACKGROUND

Since the retirement of Jim Caldwell, Director of Mid-Carolina Council of Governments (COG), the managers of the member counties (Cumberland, Harnett, and Sampson) have been engaged in discussion regarding the future direction of our COG. There is a consensus that current membership in our COG has not been as beneficial as it had been in the past or as it could be. This led us to meet with the COG Board of Directors and recommend that a study be conducted to evaluate the services and current operations of Mid-Carolina as well as options available to develop a more efficient and effective organization. Attached you will find the Executive Summary and Report Recommendations prepared by the Consulting Services Division of McGill Associates, Inc.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

Approve the study recommendation of revitalizing the Mid-Carolina COG by the member counties through an intensive strategic planning process to develop a multi-year action plan.

ATTACHMENTS:

Description

Mid-Carolina COG Study and Recommendations

Type

Backup Material

Mid-Carolina Council of Governments Study and Recommendations

Prepared by



**McGill Associates, Inc.
March 20, 2019**

BACKGROUND

McGill Associates was engaged by the Mid-Carolina Council of Governments (MCCOG) to evaluate the most effective arrangements for the Counties of Cumberland, Harnett and Sampson and the cities and towns in those counties to participate in a Council of Governments (COG). Some County representatives view the current membership in the Mid-Carolina Council of Governments (MCCOG) to be not as beneficial as it had previously been and feel participation in another COG could be more advantageous or that the MCCOG could be made more effective, making a COG membership change unnecessary.

Through this scope of work, McGill Associates examined the current operation of the Mid-Carolina Council of Governments and how it could be more effective for its members. McGill also examined possible participation in other Councils of Government, either with all three participating in the same COG or in different COGs. The alternatives of improving the existing arrangement or other configurations was evaluated and compared.

The study was conducted by the Consulting Services Division of McGill. The study was led by the Director, Jim Bourey. Jim has had a long public and private sector professional career, performing in a number of leadership roles and in a number of regions in the country. He served as a City Manager, County Administrator, Planning Director and Regional Council Executive Director in a number of states and currently lives in North Carolina. Joining Jim on the project team were Richard Smith who worked as a Planning Director as well as the majority owner of a planning consulting firm, Karen Kiehna, who worked for decades in Councils of Government, and Robert Hyatt and Gary Jackson, long time managers with cities and counties in North Carolina.

EXECUTIVE SUMMARY

This study was initiated by the Board of the Mid-Carolina Council of Governments. It was motivated by dissatisfaction with the performance of the organization in fulfilling its mission to effectively and efficiently serve its member counties and municipalities. Initial discussions of purpose and scope began in November 2018, and a contract for the work was executed between MCCOG and McGill Associates in December 2018.

The scope of work included review of the current state, analysis of alternative approaches, identification of services most desired by members, and development of recommendations for the best future service delivery model. A key element of the McGill approach was to reach out to stakeholders, seek their input, and apply it in the development of recommendations. Our major findings were as follows:

1. **Current State** – The MCCOG organization was significantly underperforming in terms of executive leadership and underperforming in delivering the depth and breadth of services expected by their membership, and when compared to the norm for COGs.

2. **Service Delivery** – The MCCOG offered far fewer member services than the norm for North Carolina COGs. In addition to providing traditional services such as aging and transportation planning and planning administration services, other North Carolina COGs also provide a broader array of traditional services such as workforce development, mapping and data (GIS), and convening of leaders for collaborative planning and problem solving. More importantly, other regional councils also provide customized services emerging from member demand, including administrative, financial, human resources, emergency preparedness/responses, etc. McGill's analysis confirmed that the three neighboring COGs were performing well in delivering both traditional and customized services.
3. **Services Demand** – Members preferred to continue MCCOG administration of aging services grants and the rural transportation planning organization (RPO) and planning for smaller communities. Members indicated a strong desire for expanded service delivery, including but not limited to convening elected and appointed officials, training professional staff, providing reliable data and GIS, workforce development and writing grant applications for member counties and municipalities.
4. **Alternative Approaches** – For both procedural and practical reasons, merger of the MCCOG with an adjoining COG would be the most difficult alternative to achieve. From simply a procedural standpoint, a more feasible alternative approach would be to disband the MCCOG and open the door for individual counties to apply for membership with adjoining COGs.
5. **Recommended Approach** – The preference of stakeholders was to reinvigorate the MCCOG. McGill recommends an inclusive process to develop a strategic plan for the reinvigoration of the MCCOG. We feel this should be led by an outside expert skilled in developing strategic plans and knowledgeable in organizational management and regional council operations. McGill also strongly recommends: (a) recruitment of an executive director capable of leading the turnaround, and (b) strengthening of the role and oversight of the board of directors, (c) establishing a multi-year action/performance plan with clear and measurable goals, and (d) committing the organization to a culture of continuous improvement in service to its members.

OUR APPROACH

To compare structures and services, McGill gathered relevant information on trends and best practices for COGs and conducted interviews of designated county representatives and met with the executive directors of other Councils of Government. The work plan included the following steps:

- Review of the Mid-Carolina Council of Governments organizational structure, meetings, services, work program, budget and staffing. This entailed review of available documents and interviews with COG staff and with elected officials and staff from the participating counties, cities and towns.
- Comparison of the services of the Mid-Carolina COG with the services of other North Carolina COGs, particularly those adjacent to the three counties.
- Review of the demographics and challenges facing the three counties and a comparison with other counties in the surrounding area. This examined the similarities and dissimilarities of the three counties and the surrounding counties in the region.
- Identification of the most appropriate and desirable services that could be provided to the three counties and municipalities by a COG.

- Identification of the best potential alternate COG options for the three counties as well as the cities and towns in the counties, assessment of how to modify the Mid-Carolina COG arrangement to more effectively serve the interests of the three counties, and analysis of the alternative arrangements to identify the best COG arrangement to serve the three counties.

STRUCTURE AND SERVICES REVIEW

McGill found it necessary to gather an extensive amount of information and to conduct numerous interviews for purposes of comparing the structure and services of the Mid-Carolina COG with the three surrounding COGs – Triangle J (TJCOG), Eastern Carolina (ECCOG), and Lumber River (LRCOG).

Our review included examination of the following documents:

- Published annual reports of the various COGs
- Adopted annual budgets and financial reports
- Web pages, blogs and other internet offerings
- University of North Carolina School of Government reports
- Materials made available by the Association of North Carolina Councils of Government
- COG bylaws and relevant state statutes
- Other documentation sources

In terms of structure, the numbers of local governments served by COGs in North Carolina varies significantly. Populations served, staffing, budgets and services also vary from one region to another. The four COGs which are the focus of this study are no exception. The numbers in this case range from a low of three (3) counties and twenty-one (21) municipalities participating in the Mid-Carolina COG to highs of nine (9) counties and sixty-two (62) municipalities in the Eastern Carolina COG. Lumber River COG has five (5) participating counties and thirty-six (36) municipalities.

The Mid-Carolina COG lists ten (10) staff members in their \$4.8 million budget for FY2018. This compares with twelve (12) staff and a \$5.5 million budget for Eastern Carolina, twenty-six (26) staff members and a \$12.9 million budget for Lumber River COG, and a staff of thirty-two (32) and a \$13.1 million budget for the Triangle J COG. For North Carolina Councils of Government, federal dollars account for the vast majority of operating revenues. This is true in the case of the four COGs which were reviewed as part of this study. The largest single revenue source for each entity is the federal Home and Community Care Block Grant.

A comparison of revenue sources revealed that Mid-Carolina COG had the lowest dues rate per capita of the four COGs studied. MCCOG dues are \$0.24 per capita for municipalities and \$0.27 per capita for counties, with counties only paying for the unincorporated area population. The LRCOG dues rate is \$0.33 per capita for each member government. The ECCOG dues are \$0.353 per capita on each member government. The TJCOG dues are \$0.39 per capita for governments with populations less than 150,000, and \$0.20 per capita for governments with populations of 150,000 or more.

McGill also compared the board structures of the COGs. Three of the COGs (TJCOG, LRGOG, and MCCOG) provide for an elected representative for each member government. Lumber River COG, while providing for one elected official for each member government, granted the ability for members to appoint an alternate. In contrast, the Eastern Carolina COG structure

provided for elected officials to fill 80% of the board seats, appointed officials to fill 10%, and private sector representatives to fill the remaining 10% of board seats.

The trend in the past decade is for Councils of Government to expand and diversify services. According to the 2018 survey conducted by the North Carolina School of Government, the number of services provided by COGs statewide has increased. The current array of services provided generally fall into four categories: planning services, technical assistance, geographic information service (GIS), and help with federal and/or state grants and program administration. Consistent with the statewide trends, the three COGs surrounding the Mid-Carolina COG have consistently been expanding services, especially in areas of workforce development, planning services, grant writing, training and fostering regional collaboration. In contrast, the services of the Mid-Carolina COG have decreased dramatically during the past number of years.

Please see Attachment A for further comparisons of structures and services.

COUNTY DEMOGRAPHICS AND TRENDS ANALYSIS

In consideration of alternative arrangements for providing COG services to the region, McGill examined demographic factors and trends for similarities and differences between and among Sampson, Harnett and Cumberland counties. The county comparisons are compiled and presented in Attachment B. The most obvious differences are in overall county population and the relative degree of urbanization within each county. According to the North Carolina Department of Commerce, only 15% of Sampson County's estimated population of 64,000 reside in urbanized areas. Harnett County has a population estimated at 131,000, with 44% of the population living in urbanized areas of the county. Finally, an overwhelming percentage 87% of Cumberland County's 329,000 population reside in urbanized areas.

The economic data varies from county to county. The Sampson County median family income level of about \$42,000/year is significantly lower than the \$51-52,000/year levels for Harnett and Cumberland respectively. Median housing values differ significantly. The median housing value in Harnett County is \$140,800, in Cumberland County is \$129,000, and in Sampson County is \$87,900. The mix of leading industries for Cumberland and Harnett are quite similar, with Retail, Health/Social Services, Hospitality, and Food representing the four largest employment sectors. In contrast, Sampson County's leading industries are manufacturing and agriculture, followed well behind by retail. Fort Bragg remains a key economic engine for all three counties, with salaries, supplies and service expenditures driving direct, indirect and induced economic impacts. An emerging economic influence on residential development in Harnett County is employment growth in the Raleigh/Research Triangle region. With anticipated transportation improvements, the connection between Harnett and the Triangle area is expected to strengthen. Likewise, North Carolina Highway 24 improvements will also improve the commute from Sampson to the Cumberland/Fayetteville employment centers.

IMPROVEMENT OPTIONS

To determine the options for best serving the regional interests of Sampson, Harnett and Cumberland counties and their localities, McGill reviewed the enabling statute for North Carolina Councils of Government (North Carolina GS 160A-474) and reviewed the by-laws of the MCCOG. Meetings were also held with the executive directors of Eastern Carolina, Lumber River and Triangle J COGs to discuss receptivity and practical considerations. Additionally, McGill sought historical perspective and advice from staff with the state association of COGs.

The fundamental mission of councils of governments is to provide creative regional solutions to relevant and emerging issues in their specific regions. The sixteen regional councils in North Carolina serve their member governments through both a traditional range of services and a range of customized services. Traditional services include the delivery of aging, transportation, workforce development, community planning – GIS mapping services, and convening of regional leaders for collaborative problem solving. As noted on the web site of the North Carolina Association of Regional Councils of Government, “A more robust range of services has emerged through member demand for administrative and financial services, interim executive management, financial administration, human services program delivery and economic development.” Regional councils are capable of assisting counties and municipalities in many ways. However, in a 2018 survey, the North Carolina School of Government discovered stakeholders perceive wide variation in quality across the sixteen North Carolina COGs.

Other themes which emerged from the North Carolina School of Government interviews are summarized below:

- *Regional councils have a unique and strong understanding of their regions.*
- *High value placed on COGs role (or potential role) as regional convener.*
- *The role or value-add of regional councils is not always clear to stakeholders.*
- *Regional councils need to do a better job of demonstrating their value and telling their story.*
- *Regionalism is extremely important now, but times are very different now than they were when COGs were created. It is time for COGs to be more adaptive or responsive to current needs and reinvent themselves.*
- *They provide a lot of value in specific services that meet needs of member governments.*

Based on our research, the options available are as follows:

Option 1. Merge the Mid-Carolina COG with one of the adjacent COGs

- In this option, the local governments in the Mid-Carolina region collectively decide to merge with one of the adjacent COGs.
- Staff of the Mid-Carolina COG could be merged with the staff of the other COG.
- Requires both COG boards to agree to the merging of assets. Some negotiation of terms may be required. The previous merger of the Northwest Piedmont COG and Piedmont Triad COG into the newly formed Piedmont Triad Regional Council serves as a precedent and example to consider.
- The RPO housed in Mid-Carolina could be moved to the merged COG with two RPOs housed in the same COG or the RPO could be merged with the RPO in the other COG.
- Area Agency on Aging (AAA) funds would be combined with the newly merged COG with one AAA director.
- This is potentially the most difficult option because it requires the local governments in the Mid-Carolina COG to act in unison and to all join/merge with the same existing COG (TJCOG or LRCOG).

Option 2. Dissolve Mid-Carolina COG and local governments independently join an adjacent COG

- In this option, each local government would choose which COG to join. Depending upon the local government, Eastern Carolina COG (ECCOG), Lumber River COG (LRCOG) and Triangle J COG (TJCOG) appear to be the logical options.

- The regions of the adjacent COGs would be expanded if and when Mid-Carolina COG local governments join their new COG.
- The RPO housed in Mid-Carolina could be moved to one of the adjacent COGs or it could be dissolved, and the local governments join the RPO or MPO in the Lumber River or Triangle J COG.
- AAA funds distributed to the Mid-Carolina COG would be proportionally distributed (based on state wide formula) to the adjacent COGs based on new alignments.
- Most or all current Mid-Carolina COG staff could be absorbed and employed by adjacent COGs.
- State law (North Carolina GS 160A-474) requires action by May 1st to withdraw from a COG for an effective date of July 1st.

Option 3. Reinvigorate the Mid-Carolina COG

- This option preserves the Mid-Carolina COG through intensive strategic planning and commitment by the local governments to plan implementation.
- The strategic planning process would address governance structure (bylaws/charter), services goals, and resource requirements from dues, fees and grant sources.
- The product of the strategic planning process would be a multi-year action plan with clear and measurable goals.
- After completion of the strategic plan, reinvigorating the organization would start with hiring a new, dynamic and skilled executive director to lead the organization in achievement of the performance goals outlined in the strategic plan.
- In addition to competent executive leadership, re-establishing the Mid-Carolina COG as a respected, innovative service provider would require the active involvement, direction and support of the elected board members.

COG EXECUTIVE DIRECTOR INTERVIEWS

McGill sought the perspectives of executive directors serving the Triangle J, Lumber River, Eastern Carolina, and Mid-Carolina COGs. We asked for the views of the executive directors on the possibilities for serving counties currently served by Mid-Carolina COG. Highlights from McGill notes taken at those meetings are as follows:

A. Lumber River COG, David Richardson, Executive Director

Open to conversation but not sure where it will lead.

Believe the MCCOG RPO could transfer/merge easily.

LRCOG could expand planning services.

LRCOG works hard to meet needs of members, especially smaller towns.

LRCOG works to provide training programs...arranges regular meetings of city managers.

B. Triangle J COG, Lee Worley, Executive Director

Harnett County already uses some of TJCOG services and would be welcomed as a member.

Harnett asked TJCOG to run a housing program as well as other services.

Town of Angier (partially in Wake County) is already a member.

TJCOG is also coordinating a water resources study for Cumberland County.

Cumberland and Sampson are not naturally in the TJCOG area; big question for Cumberland is what region they want to be a part of moving forward.

Emphasized that TJCOG would expect Fayetteville to join if Cumberland sought to become a member.

Provided some services for the City of Fayetteville Police Department

C. East Carolina, Jay Bender, Interim Executive Director

ECCOG is advertising for a new executive director.

Aging services is the biggest and best ECCOG service.

ECCOG is very strong in transportation planning – 2 RPOs administered. Several others in area are not administered by ECCOG.

It may cost the ECCOG money/time in restructuring the board and services to accommodate a new member(s).

Regarding Sampson specifically joining, Clinton and other towns are a long way off from (COG offices in) New Bern.

D. Mid-Carolina COG, Glenda Dye, Interim Executive Director (accompanied by other staff members)

Services are fairly even across all three counties.

MCCOG hasn't held regional meetings for years, she believed it stopped in 2009.

Previous Executive Director did not reach out to the local government members.

Services were scaled back, when it started is uncertain, but many years ago...not sure about what could be provided as additional services or what jurisdictions would be willing to fund.

Senior games are a large activity coordinated by MCOG staff; aging services is heavily involved in the community.

Aging Services Director sees potential to partner with health care agencies as a new revenue source.

STAKEHOLDER INTERVIEWS

McGill met with elected and appointed officials from the MCCOG member counties and municipalities. The purpose of the interviews was to learn the views of stakeholders on the current state of the MCCOG, learn the services most desired by stakeholders, and to learn member preferences for moving forward. Following are highlights from notes taken at these meetings:

A. Views on the Current State

Disappointed in the current limited scope of services.

Think they (staff) are good people, but they were let down by executive leadership.

Eight years ago, quality, expertise and variety of services being offered started to decline.

MCCOG staff did not help when I called upon them.

Experience with grant data support was poor. Not much on their web site.

Experience with other COGs is they offer much more, especially with transportation.

Not aware of what they do other than aging services and planning for Sampson County towns.

Only services now being provided are aging grant administration and coordination of RPO/transportation.

MCCOG was once involved in planning and workforce development, but that is no longer the case.

The COG should be out communicating about its services, but all members ever heard about was aging services and senior games.

B. Services Desired

*Have a grant writer to assist the members.
Grant writing, identification of new funding sources.
Assist with identifying, applying and administering grants.
Bring communities together to discuss regional issues.
Provide reliable data bases.
Being a clearinghouse for resources.*

C. Preferred Action

*Would like to see MCCOG remain if can be improved to provide services.
Since dues as is may not be able to support more services, the towns wanting more services will have to pay for them.
Concerned about limited attention if merged with larger COG.
Concerned about travel distances with merging.
Also, concerned about unfavorable dues structure should (Triangle J or Lumber River) COGs require Cumberland to pay for Fayetteville or expect Fayetteville to join.
Need for discussion at the Mayor's coalition.*

RECOMMENDATIONS

Since this study originated from MCCOG Board Members' dissatisfaction with the status quo, McGill gave priority to the feedback received during stakeholder interviews. Stakeholders were either disappointed in the limited scope of MCCOG services or unfamiliar with the service mix entirely. Our analysis confirmed that the service mix of the MCCOG is now more limited than before. A decade ago, the MCCOG services more closely resembled the typical array of COG services you would expect to find, including regional meetings of elected and appointed officials to collaborate and the provision of more regional planning services and workforce development. This culture of disengagement and retrenchment contrasts with the apparent responsiveness and adaptivity of the adjoining COGs - Lumber River, Triangle J, and Eastern Carolina.

The most important piece of stakeholder feedback that McGill received is the prevalent desire to retain the MCCOG, if it can be reinvigorated to provide the services desired by its members. While there is obvious disappointment with the limited scope of services, the decline was almost solely attributed to the failures of executive leadership. McGill believes this factor alone would be sufficient cause alone to consider retaining the present structure over dissolution and merger options.

Additionally, there are other causes for concerns with the options of dissolving the MCCOG and/or members leaving to join another COG. First, there is the disadvantage of accepting long distances to COG functions. Board appointees and other interested elected and appointed officials would lose time and (potentially) interest if long distances had to be regularly navigated to participate in COG functions. Second, while a new COG would likely be immediately attentive to a joining member, over time there is the risk of this initial enthusiasm waning. Third, there is the concern with simply having more limited influence with joining a larger, more distant COG office. This concern is especially true for the smaller cities and towns. Finally, regional identity is now more important than ever before. It would be most beneficial to **all** local governments in the Mid-Carolina region to unite and collaborate on common interests such as planning, transportation, economic development, climate adaptation and emergency preparedness. The region has a unique economy and personality, presenting both unique challenges and opportunities. These challenges and opportunities would most effectively be addressed by local leaders joining in a unified effort.

Taking all available information into consideration, McGill recommends a series of steps be undertaken to reinvigorate the Mid-Carolina Council of Governments:

1. **Develop a Strategic Plan for Reinvigoration** – A strategic planning process is recommended in order to reconnect the MCCOG organization with its member governments and its mission. Strategic planning is about determining what's most important for an organization to do and the best way to get it done. For MCCOG, McGill recommends an inclusive process to involve all member jurisdictions in review of the services desired and the sources and levels of resources necessary to successfully deliver those services. We also recommend an outreach to the City of Fayetteville to encourage them to rejoin MCCOG. McGill would be available to provide the highly recommended, professional facilitation which is key for a successful strategic planning process. The scope of these services would include preparation in advance of a work session, facilitation at the work session, and documentation of decisions and action items resulting from the work session.
2. **Strengthen the Role of the MCCOG Board** – The board's role is overseeing strategic direction, organizational effectiveness, and the performance of its executive director. Essential to creating a reinvigorated MCCOG is creating an effective board, one which is in agreement and is in alignment on where the board wants the organization to go. This point underscores the importance, at the outset, of a successful strategic planning process. Thereafter, preferably on an annual basis, an effective board of directors would meet/retreat to evaluate both the progress of the organization in achieving pre-established goals and to evaluate the board's own effectiveness. An annual retreat, early in 2020, is recommended for this purpose.
3. **Recruit a Skilled Executive Director** – A high performance MCCOG will require a skilled Executive Director. The requirements of the position dictate that the person selected be a transformational leader, one who possesses special leadership, management and communication skills. McGill recommends special emphasis in the selection process on finding an Executive Director capable of leading the staff/organization through the desired transformation. Likewise, it is equally important that the next Executive Director be capable of establishing and sustaining exceptional, ongoing communications with the member jurisdictions.
4. **Performance Management** – It will be challenging to keep the turnaround efforts on track. To support the efforts, McGill recommends formal adoption of the vision and action plans resulting from the strategic planning process. The Executive Director and MCCOG staff should be tasked with tracking progress and producing a quarterly report to the Board. An annual report should also be produced for review at an annual planning session/retreat of the Board. Additionally, McGill recommends that Executive Board be charged with evaluating the Executive Director, initially at six months after hiring and thereafter on an annual basis. The purpose of the evaluation is to give constructive feedback as necessary for the Executive Director and the organization to perform at their full potential. It also gives the Executive Director an opportunity to inform the Board of support needed from the Board (policy direction, resources, etc.) in order for the potential to be achieved.
5. **Revision of Joint Operations Agreement and Bylaws of the Mid Carolina Council of Government (MCCOG)** – It is always an advisable and a healthy process to routinely review all operations agreements and bylaws of any organization, as laws change, times change, and the needs of the organization change. In our review, we noted that the original joint operational agreement and bylaws, while serving their initial purpose in creating the MCCOG, have not been reviewed and revised consistently by the entire membership for quite some time. As our study revealed, the current joint agreement and the bylaws are inconsistent, vague, and quite ambiguous with each other, thereby

lending themselves to multiple interpretations and possibly to meritorious and legal challenge. Accordingly, it is our recommendation that both documents should be modified to ensure compliance with the North Carolina General Statutes and the overall will of each of the participating governing bodies and the MCCOG Board as a whole. Such obvious things that we noted for serious future consideration in these documents should be:

- The selection, replacement and removal process of the Board members.
- The term limits of the Board members.
- The duties, powers and liabilities of the Board members and the participating localities.
- The appointment, hiring and termination process of the Executive Director and any other staff of the MCCOG.
- The specifically defined job descriptions for the Executive Director and any staff member setting forth their respective powers, duties and responsibilities and to whom they ultimately report to.
- The annual review process of the Executive Director and staff.
- The specifics to be contained within the annual report of the Board to each of the participating localities.
- The requirement of an annual financial report and audit of the MCCOG and the dates upon which each are to be submitted to the Board and the respective participating localities.
- A clear and concise annual budgetary process for the MCCOG.
- A clear and consistent membership contribution charge or calculation process of each of the MCCOG members.
- A clearly defined method of how to amend the agreement and bylaws in the future.
- A clearly defined method and procedure for the dissolution, termination or merger procedure of the MCCOG.

While this is a condensed list of the observations that McGill noted from its review process and discussions with the MCCOG members, this is a serious topic that should be reviewed thoroughly on an annual basis. These documents govern the legal standing to be able to operate, and accordingly their review and amendments should be a first priority in moving the organization to a healthy and prosperous future.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 4/15/2019

SUBJECT: BUDGET ORDINANCE AMENDMENT #190571 IN THE AMOUNT OF \$8,402,515 TO APPROPRIATE FUND BALANCE (SCHOOL CAPITAL OUTLAY FUND) FOR ADDITIONAL CAPITAL OUTLAY EXPENDITURES FOR EQUIPMENT, FACILITY REPAIRS, AND RENOVATIONS

BACKGROUND

The Board of Education provided the attached capital needs' list of projects and is requesting budgetary appropriation totaling \$8,402,515. The project listing has been prioritized by the Board of Education who intend to accomplish as many of the prioritized projects as possible based on actual bid amounts within the available budgeted funding.

Joe Desormeaux, Associate Superintendent of Auxiliary Services, was present for the Agenda Session meeting to answer any questions the Commissioners had.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the action below as a Consent Item on the April 15, 2019 Board of Commissioners' Meeting:

Approval of Budget Ordinance Amendment B190571 to appropriate fund balance of the School Capital Outlay Fund to be used to fund capital outlay expenditures for equipment, facility repairs, and renovations that have been prioritized by the Board of Education according to the attached project listing.

ATTACHMENTS:

Description

BOE Project Listing

Type

Backup Material

2019 PROPOSED SUMMER PROJECT LIST
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
PRIORITY 1						
Abbott MS	Install Kitchen AC	\$ 80,000.00	\$ 80,000.00			
Abbott MS	Replace Damaged Casework in AP Office	\$ 5,000.00				\$ 5,000.00
Abbott MS	Install Canopy at Main Entry	\$ 15,000.00	\$ 15,000.00			
Ashley ES	LIC - Flashing and Re-Coating - 308-A	\$ 96,500.00			\$ 96,500.00	
Ashley ES	Replace Carpet to VCT in Media Center	\$ 13,000.00	\$ 13,000.00			
Armstrong ES	Replace Stage Curtains	\$ 7,500.00				\$ 7,500.00
Baldwin ES	Replace Roof at Canopy (1-2)	\$ 42,000.00	\$ 42,000.00			
Baldwin ES	Replace Stage Curtains	\$ 6,300.00	\$ 6,300.00			
Beaver Dam ES	Design Fee for Abatement	\$ 4,500.00				\$ 4,500.00
Black ES	Install AC in Kitchen (Window Units???)	\$ 10,000.00	\$ 10,000.00			
Britt HS	Replace VCT in Atrium and Cafeteria area	\$ 20,000.00	\$ 20,000.00			
Britt HS	Upgrade Gym Lighting - Both Gyms	\$ 19,000.00	\$ 19,000.00			
Britt HS	Caulking and Backer Rod Install at PC Panels	\$ 32,000.00	\$ 32,000.00			
Byrd HS	ABATEMENT Design Fee - 2nd Floor WorkRm	\$ 5,200.00				\$ 5,200.00
Byrd HS	Re-roof over main gym locker room / address	\$ 262,500.00		\$ 262,500.00		
Byrd HS	Re-roof design Fee	\$ 23,625.00		\$ 23,625.00		
Cape Fear HS	Replace Breezeway Roofs with aluminum (Piping on	\$ 100,000.00		\$ 100,000.00		
Cape Fear HS	Tuck-Pointing at Auditorium	\$ 36,500.00	\$ 36,500.00			
Cape Fear HS	Re-Roof Ag building and energy building. Roof Coating	\$ 276,254.00		\$ 276,254.00		
Cape Fear HS	Re-roofing Designer Fee	\$ 28,000.00		\$ 28,000.00		
Cashwell ES	Put Back From Abatement at Windows and Soffit	\$ 33,200.00	\$ 33,200.00			
Cashwell ES	Put Back From Abatement design Fee	\$ 6,000.00	\$ 6,000.00			
Chesnutt MS	Replace Steam Lines feeding gymnasium building	\$ 60,000.00	\$ 60,000.00			
Chesnutt MS	Upgrade Lighting in Gymnasium	\$ 3,200.00	\$ 3,200.00			
Chesnutt MS	Abatement Design Fee - Floor Rm 13	\$ 3,900.00				\$ 3,900.00
Collier ES	Re-Roof Classroom Addition (342-B)	\$ 200,000.00		\$ 200,000.00		
Collier ES	Re-Roof Design Fee	\$ 16,750.00		\$ 16,750.00		
District 7 ES	Re-Roof classroom Wing	\$ 211,575.00		\$ 211,575.00		
District 7 ES	Re-Roof Design Fee	\$ 19,250.00		\$ 19,250.00		
Gray's Creek ES	Re-Roof Hallways in Area A (375-A)	\$ 150,000.00		\$ 150,000.00		
Gray's Creek ES	Re-Roof Design Fee	\$ 8,000.00		\$ 8,000.00		
Gray's Creek ES	Upgrade Lighting in Gymnasium	\$ 6,000.00	\$ 6,000.00			
Gray's Creek HS	Band Room Casework Replacement (Water Damage)	\$ 10,000.00				
Griffin MS	Upgrade Gym Lighting	\$ 8,000.00	\$ 8,000.00			
Hope Mills MS	Exterior Painting and Trim Repairs at EC Building	\$ 10,000.00	\$ 10,000.00			
Hope Mills MS	Locker Restoration 3rd Hallway	\$ 10,000.00				\$ 10,000.00
Ireland Drive MS	Replace Cafeteria Ceiling	\$ 15,000.00				\$ 15,000.00
Jeralds MS	Install Canopy at Main Entry	\$ 15,000.00	\$ 15,000.00			
Lake Rim ES	Install Fresh Air Louvre Covers	\$ 4,500.00	\$ 4,500.00			
Lake Rim ES	Replace Chiller	\$ 122,000.00				
Long Hill ES	Wrap Exterior Building Poles	\$ 20,000.00	\$ 20,000.00			
Mac Williams MS	Locker Restoration 3rd Hallway	\$ 10,000.00				\$ 10,000.00
Massey Hill CS	Security Entry Up-fit	\$ 150,000.00	\$ 150,000.00			
Massey Hill CS	Re-Shingle Gym Roof	\$ 41,380.00		\$ 41,380.00		
Montclair ES	(LIC) - Flashing and Repairs	\$ 6,000.00			\$ 6,000.00	
Morganton Road	Re-Roof Classroom Addition / Boiler Bldg	\$ 190,000.00		\$ 190,000.00		
Morganton Road	Re-Roof Design Fee	\$ 14,750.00		\$ 14,750.00		
New Century ES	Caulk Gaps at Exterior Wood Beams	\$ 3,500.00	\$ 3,500.00			

2019 PROPOSED SUMMER PROJECT LIST
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Owen ES	Complete Tuckpointing at MP Room	\$ 30,000.00				\$ 30,000.00
Owen ES	Replace windows in B Wing	\$ 300,000.00	\$ 300,000.00			
Pauline Jones	Install BARD units and Cafeteria HVAC	\$ 600,000.00				
Pauline Jones	Re-roofing Designer Fee	\$ 30,500.00		\$ 30,500.00		
Pine Forest HS	(LIC) - Flashing and Repairs	\$ 20,000.00			\$ 20,000.00	
Pine Forest HS	Tuckpointing / Waterproofing at Back Wall / Music-	\$ 100,000.00				\$ 100,000.00
Pine Forest HS	Repairs to Storm Drain on Football Field	\$ 10,000.00	\$ 10,000.00			
Pine Forest MS	Build a Wind Screen at outside boiler between front	\$ 5,000.00	\$ 5,000.00			
Pine Forest MS	Spray Foam Insulation - Ceiling in Freezer Rm	\$ 5,000.00	\$ 5,000.00			
Pine Forest MS	Tuck Point and Water Proof Exterior - Back wing	\$ 150,000.00	\$ 150,000.00			
Pine Forest MS	Replace Ceiling Tile/Grid in Media/Classroom Wing	\$ 25,000.00				\$ 25,000.00
Pine Forest MS	Lighting Upgrade in Media Classroom Wing	\$ 8,000.00	\$ 8,000.00			
Pine Forest MS	Replace Window Units / Heating Units Media Wing -	\$ 300,000.00	\$ 300,000.00			
Ponderosa ES	Silicone Coat Entire Roof	\$ 200,000.00		\$ 200,000.00		
Raleigh Road ES	Abatement Design Fee - Office and Main Classroom	\$ 11,200.00				\$ 11,200.00
Sanford HS	Abatement Design Fee - Coaches office and storage	\$ 4,500.00				\$ 4,500.00
Seventy-First CS	Remediate Glendale Building	\$ 25,000.00	\$ 25,000.00			
Seventy-First HS	Lighting Upgrade - Main Gym	\$ 10,000.00				\$ 10,000.00
Sherwood Park	(LIC) - Gravel stop / Flashing Repairs	\$ 50,000.00			\$ 50,000.00	
Sherwood Park	Replace Ceiling and Lighting in Cafeteria and Main	\$ 15,000.00				\$ 15,000.00
Smith HS	Re-roof 1995 Addition	\$ 322,850.00		\$ 322,850.00		
Smith HS	Re-roof Designer Fee	\$ 30,500.00		\$ 30,500.00		
Smith HS	Install Gutters	\$ 8,450.00		\$ 8,450.00		
SouthView HS	Rubberize Track	\$ 85,000.00	\$ 85,000.00			
SouthView HS	Rubberize Track - design fee	\$ 11,300.00	\$ 11,300.00			
SouthView MS	Lighting Upgrade	\$ 10,000.00	\$ 10,000.00			
Stedman Elementary	Replace / Repair All Ceilings where indicated	\$ 200,000.00	\$ 200,000.00			
Stedman Elementary	Replace Windows in the Flat Top Building	\$ 200,000.00	\$ 200,000.00			
Stedman Elementary	Abandon Steam Lines - Install BARDS in Flat-top Bldg.	\$ 200,000.00				\$ 200,000.00
Sunnyside ES	Pipe Replacements / Heating Upgrades	\$ 200,000.00	\$ 200,000.00			
Sunnyside ES	Pipe Replacements / Heating Upgrades - DESIGN FEE	\$ 15,000.00	\$ 15,000.00			
Walker-Spivey	Canopy Replacement	\$ 55,210.00				\$ 55,210.00
Warrenwood ES	ABATEMENT Design Fee - Ceiling Tiles in 10 Classrooms	\$ 12,600.00				\$ 12,600.00
Warrenwood ES	ABATEMENT - Ceiling Tiles in 10 Classrooms	\$ 25,000.00				\$ 25,000.00
Warrenwood ES	Replace - Ceiling Tiles in 10 Classrooms	\$ 25,000.00				\$ 25,000.00
Warrenwood ES	Lighting Upgrade in 10 Classrooms	\$ 12,000.00				\$ 12,000.00
Westover HS	400 AMP Panel Replacement (Contract Out)	\$ 7,500.00				\$ 7,500.00
Westover HS	Re-Roof Freshman Academy	\$ 231,150.00		\$ 231,150.00		
Westover HS	Re-Roof Designer Fee	\$ 19,000.00		\$ 19,000.00		
Westover HS	Drainage Corrections at Breezeway Connector	\$ 20,000.00				\$ 20,000.00
Westover HS	Replace WSHP as needed	\$ 60,000.00				\$ 60,000.00
Westover MS	Replace WSHP as needed	\$ 20,000.00				\$ 20,000.00
Westover MS	Caulking and Backer Rod Install / Paint at New	\$ 10,000.00				\$ 10,000.00
Westover MS	Motorize Bleachers and install safety handrails	\$ 23,000.00				\$ 23,000.00
Operation Center	Office Renovation/Abatement/Furniture	\$ 10,336.00	\$ 10,336.00			
Driver's Ed Bldg	(LIC) Roof Repairs	\$ 94,605.00			\$ 94,605.00	
Child Nutrition Facility	Demolition Existing Walk-in Freezer	\$ 150,000.00	\$ 150,000.00			
Huts	Roof Replacements / Crawlspace Insulation Install	\$ 25,000.00	\$ 25,000.00			
New Huts	71st HS	\$ 96,900.00				
New Huts	GCEs	\$ 76,844.00				\$ 76,844.00

2019 PROPOSED SUMMER PROJECT LIST
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Various Schools	Toilet Partition Replacements	\$ 40,000.00	\$ 40,000.00			
	71 High School					
Various Schools	Inerior and Exterior Painting	\$ 250,000.00				\$ 250,000.00
	Ashley ES Exterior					
All Gym Floors	Annual Refininshing	\$ 58,639.45	\$ 58,639.45			
All Gym Bleachers	Annual Inspections and Repairs	\$ 50,000.00	\$ 50,000.00			
TOTAL PRIORITY ONE		\$ 6,985,968.45	\$ 2,451,475.45	\$ 2,384,534.00	\$ 267,105.00	\$ 1,053,954.00
PRIORITY 2						
Ashley ES	Replace Steam Lines - Entire Building	\$ 250,000.00				\$ 250,000.00
Ashley ES	Complete remainder of window replacements	\$ 50,000.00				\$ 50,000.00
Baldwin ES	ABATEMENT Design Fee - Ceiling tile B and C Wings	\$ 9,200.00				\$ 9,200.00
Baldwin ES	ABATE - Ceiling tile B and C Wings (Approximately	\$ 41,000.00	\$ 41,000.00			
Baldwin ES	REPLACE - Ceiling tile B and C Wings (Approximately	\$ 41,000.00	\$ 41,000.00			
Baldwin ES	Lighting Upgrades - As needed with Clg. Tile Repl. in	\$ 12,000.00	\$ 12,000.00			
Baldwin ES	Re-Roof K-Pod/Media Center Addition	\$ 200,000.00		\$ 200,000.00		
Byrd HS	Culinary Lab Casework Replacement	\$ 35,000.00				\$ 35,000.00
Byrd HS	Upgrade Lighting Upstairs, CA and FAMS Buildings	\$ 55,000.00				
Chapel MS	Replace Gym Bleachers	\$ 65,000.00				
Chesnutt MS	Complete remainder of window replacements	\$ 50,000.00				
Chesnutt MS	Re-Roof (re-cover) 336-E, Classrooms, Media	\$ 203,000.00		\$ 203,000.00		
Cliffdale ES	Re-Roof (re-cover) 338-B, Classrooms, Media	\$ 203,000.00		\$ 203,000.00		
Cumberland Road ES	Replace windows (How many Wings???)	\$ 150,000.00				\$ 150,000.00
Hefner ES	Re-roofing - Recovery Board and Single-Ply	\$ 500,000.00		\$ 500,000.00		
Hefner ES	Re-roofing - Design Fee	\$ 30,389.15		\$ 30,389.15		
Honeycutt ES	Re-Roof Smooth Surface Flats	\$ 600,000.00		\$ 600,000.00		
Mac Williams MS	Exterior Caulking and Lintel Repairs	\$ 120,000.00				\$ 120,000.00
Mac Williams MS	Roof to Wall Drainage Repairs	\$ 230,000.00				\$ 230,000.00
Owen ES	Replace windows in C wings	\$ 300,000.00				\$ 300,000.00
Owen ES	ABATEMENT Design Fee - VCT - A Wing Hallway (Approximately 1200 sq.ft.)	\$ 4,000.00				\$ 4,000.00
Owen ES	ABATEMENT - VCT - A Wing Hallway (Approximately	\$ 3,600.00				\$ 3,600.00
Owen ES	REPLACE - VCT - A Wing Hallway (Approximately	\$ 3,600.00				\$ 3,600.00
Pine Forest HS	Grandstand Drainage Corrections	\$ 60,000.00	\$ 60,000.00			
Ramsey Street HS	Pipe Replacements / Heating Upgrades	\$ 150,000.00	\$ 150,000.00			
Rockfish ES	Pipe Replacements / Heating Upgrades	\$ 150,000.00	\$ 150,000.00			
Rockfish ES	Re-Roof Media/Classroom	\$ 200,000.00		\$ 200,000.00		
Sanford HS	Re-Furbish Tennis Courts	\$ 275,000.00	\$ 275,000.00			
Seventy-First CS	Replace Gym Bleachers	\$ 35,000.00				\$ 35,000.00
Seventy-First HS	Re-Key Entire School	\$ 65,103.86	\$ 65,103.86			
Seventy-First HS	Tree Rem./Re-Curb/Pave AG Shop Parking Lot	\$ 200,000.00				\$ 200,000.00
Seventy-First HS	Replace Main Gym Bleachers	\$ 120,000.00				\$ 120,000.00
Spring Lake MS	Replace Gym Bleachers	\$ 80,000.00				\$ 80,000.00
Westover HS	Grandstand Drainage Corrections	\$ 20,000.00	\$ 20,000.00			
Walker-Spivey ES	Tuckpointing at Admin and Courtyard	\$ 70,000.00				\$ 70,000.00
WT Brown ES	Re-Roof Smooth Surface Flats	\$ 350,000.00		\$ 350,000.00		
Human Resources	Install emergency Generator	\$ 116,500.00	\$ 116,500.00			
Central Admin Bldg.	Re-roofing	\$ 230,000.00	\$ 230,000.00			

2019 PROPOSED SUMMER PROJECT LIST
(9022,9017,9037)

SCHOOL	PROJECT DETAILS	Budget Estimate / Actual Costs	9022 (Plant Ops.)	9017 (Roof Repl.)	9017 (Roof LIC)	9037 (Sch. Reno.)
Pauline Jones	Floor Abatement and Replacement	\$ 100,000.00	\$ 100,000.00			
Pauline Jones	Roof Replacement	\$ 600,000.00		\$ 600,000.00		
College Lakes ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Ferson-Easley ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Owen ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
Westarea ES	Install Fencing Around Dumpster Pad	\$ 5,000.00				\$ 5,000.00
SouthView HS	Re-Roof Tractor Shed - (In-House Project)	\$ 5,000.00				\$ 5,000.00
TOTAL PRIORITY TWO		\$ 6,002,393.01	\$ 1,260,603.86	\$ 2,886,389.15	\$ -	\$ 1,685,400.00

TOTAL ALL	\$ 12,988,361.46	\$ 3,712,079.31	\$ 5,270,923.15	\$ 267,105.00	\$ 2,739,354.00
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LIBRARY SYSTEM

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JODY RISACHER, LIBRARY DIRECTOR

DATE: 3/13/2019

**SUBJECT: CREATION OF NEW LIBRARY TEMPORARY POSITION FOR THE
INCLUSIVE INTERNSHIP INITIATIVE AND BUDGET ORDINANCE
AMENDMENT #190174**

BACKGROUND

The library is very proud to announce that it has been selected to participate in a grant through the Public Library Association, a division of the American Library Association. We are one in only 50 systems nationwide to receive this grant. The grant will provide \$3,500 to fund a high school junior, senior, or college freshman as a temporary intern who will work with a designated staff member to develop a connected learning project that will focus on providing access to library services for under-served youth and encourage interest in library services as a future career. The selected candidate would work 19 hours per week from June 24th – September 13th.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

Approval of a new temporary position titled PLA/ALA Aide be created to fulfill the requirements of hiring an intern and Budget Ordinance amendment #B190174 to recognize the grant proceeds.



WORKFORCE DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NEDRA CLAYBORNE RODRIGUEZ, DIRECTOR OF WORKFORCE DEVELOPMENT

DATE: 4/8/2019

SUBJECT: REQUEST TO TRANSFER PY16 YOUTH FUNDS AND APPROVE BUDGET ORDINANCE AMENDMENT NO. 190161 TO DECREASE THE BUDGET AND EDSI CONTRACT NO. 2019093

BACKGROUND

The Department of Commerce and High Country Workforce Development Board asked for financial assistance, in the form of a voluntary transfer of funding, to help the High Country Workforce Development Board get through to the end of the fiscal year. We currently have an excess of PY16 funds that will lapse on June 30, 2019. The Cumberland County Workforce Development Board approved a transfer of \$50,000 of Youth Funds to High Country Workforce Development Board at its March 19, 2019 meeting. The Educational Data System, Inc. (EDSI) service provider contract No. 2019093 will be reduced by \$50,000. Attached is the WIOA Voluntary Transfer Request for this action. This form will need to be signed by Dr. Jeannette Council if this action is approved.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

Approve the transfer of \$50,000 to the High Country Workforce Development Board and Budget Ordinance Amendment No. 190161 which will reduce the budget and the EDSI contract No. 2019093 by \$50,000.

ATTACHMENTS:

Description	Type
Workforce Innovation and Opportunity Act Voluntary Transfer Request	Backup Material
Educational Data Systems, Inc. Contract No. 2019093 Amendment II	Backup Material

**Workforce Innovation and Opportunity Act Voluntary Transfer Request
for
Local Workforce Development Area Releasing Funds**

Name of Local Area Releasing Funds: **Cumberland County LA #62**

Name of Local Area to Receive Funds: **High Country Workforce Development Board**

Program Year: **PY2016**

		Amount
Release:	<input type="checkbox"/> Administration (4010)	\$ _____
	<input type="checkbox"/> WIOA Adult Funds (4020)	\$ _____
	<input type="checkbox"/> WIOA Dislocated Worker Funds (4030)	\$ _____
	<input checked="" type="checkbox"/> WIOA Youth Funds (4040)	\$ 50,000

Comments: On March 19, 2019 the Cumberland County Workforce Development Board approved a \$50,000 transfer of Youth Funds to High Country Workforce Development Board. These funds will lapse June 30, 2019.

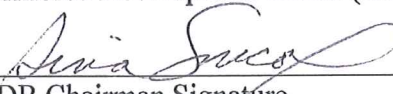
Local Area Authorization for Releasing Funds:

Dina Simcox

Dr. Jeannette M. Council

Workforce Development Board (WDB) Chairman

Chief Elected Official (CEO)

 3-29-19
WDB Chairman Signature Date

CEO Signature Date

Nedra Clayborne Rodriguez

Workforce Development Board Director

 3-29-19
WDB Director Signature Date

THIS CONTRACT AMENDMENT is entered into by and between County of Cumberland (County), a body politic and political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (hereinafter referred to as "COUNTY") and Educational Data Systems, Inc. (hereinafter referred to as "EDSI").

WITNESSETH THAT:

WHEREAS, the County issued RFP #18-01-WFD, inviting quotes for the provision of the Adult, Dislocated Workers, and Youth Services Program as authorized under Title I of the Workforce Innovation and Opportunity Act Public Law No: 113-128 (herein after referred to as the "Act" or "WIOA"), WIOA DOL ETA 20 CFR, Part 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; and DOE Office of Career, Technical and Adult Education, Rehabilitation Services Administration 34 CFR Parts 361 and 463; Jobs for Veterans Act Public Law 107-288 at 38 USC § 4215; and engaged EDSI to render services in connection with these services, and

WHEREAS, in accordance with the terms of the Contract, the County and EDSI agree to amend the contract to include a revised Attachment A – Statement of Work; and

WHEREAS, the County and EDSI agree to decrease the amount to be paid to EDSI by \$50,000.00 for a total contract price of \$4,845,248.00,

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 4.a, Compensation and Method of Payment is amended to state: "In the case of activities covered by cost reimbursement provisions, EDSI shall be compensated for the work and services to be performed under this contract by monthly reimbursements based on allowable expenditures actually made, unless otherwise specifically agreed to the contrary. For any activities covered by fixed unit price/performance-based provisions, EDSI shall be compensated based upon the timely delivery of services included in Attachment A, Statement of Work. In no event, however, will the total compensation and reimbursement, if any, to be paid EDSI under this contract exceed the sum of four million eight hundred forty-five thousand two hundred and forty-eight dollars (\$4,845,248.00) in WIOA and National Dislocated Workers Grant funds as described in Attachment C, "Solicitation (Cumberland County WFB RFP No. 18-01-WFD), EDSI's Proposal" and this amendment to contract signed by Kevin Schnieders. Provided further, EDSI acknowledges that the County and the Cumberland County Workforce Development Board are receiving monies to fund WIOA/DWG activities on behalf of the State of North Carolina and the United States Department of Labor and that the County's obligations to pay any funds is conditional upon receipt of such funds. The County may impose restrictions upon the maintenance of excess cash by the contractor consistent with the restrictions placed upon the County by the State and the United States Treasury Department.
 - a. EDSI, using funds available pursuant to this contract, shall be fully responsible for the WIOA Adult, Dislocated Worker, College-to-Careers, Incumbent Worker Training, and Youth Program services and activities as provided for in the Statement of Work attached hereto as Attachment A and hereby incorporated by reference as is fully set forth herein.
2. Entire Contract
 - a. This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this contract.

- b. IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to the policies and procedures of their respective governing bodies, as of the day and year first above written.

County of Cumberland

Educational Data Systems, Inc. (EDSI)

Amy Cannon, County Manager

Kevin Schneiders, CEO

Date

Date

THIS INSTRUMENT HAS BEEN
PRE-AUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

APPROVED FOR LEGAL
SUFFICIENCY

FINANCE DIRECTOR

COUNTY ATTORNEY'S OFFICE



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 4/3/2019

SUBJECT: DECLARING SHERIFF'S OFFICE WEAPONS AS SURPLUS, METHOD OF DISPOSAL AND BUDGET ORDINANCE AMENDMENT #B190817

BACKGROUND

The Sheriff's Office has an inventory of seized and or old/ damaged weapons which can no longer be used by their agency. Three bids were requested for the sale of these items; Two bids were received of which Repent Arms was the highest bidder. The proceeds will be used to purchase new weapons for our Special Response Team.

RECOMMENDATION / PROPOSED ACTION

At the April 11,2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

1. Declare the seized and old/damaged weapons as surplus to the county.
2. Approve the sell of these weapons to Repent Arms.
3. Approve Budget Ordinance Amendment #B190817 to recognize the sale proceeds to purchase new weapons for the Special Response Team.

ATTACHMENTS:

Description

Supportive Documentation for Background

Type

Backup Material



Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

TO: Amy Cannon, County Manager

FROM: Ennis Wright, Sheriff *EW*

DATE: April 1, 2019

RE: Weapon Sale

The Sheriff's Office has an inventory of 11 automatic weapons and 6 suppressors that can no longer be used by our agency. In addition, we have 105 confiscated weapons or weapons in evidence that are old, damaged and cannot be used by our agency.

We requested bids for sale of these weapons from Lawmen's Safety Supply, Repent Arms, and Craig's Firearms. Craig's Firearms did not submit a bid. Lawmen's bid \$14,626.00 and Repent Arms quoted \$22,150.00. Copies of bids are attached. Serial numbers for the automatic weapons are also attached.

We request approval to declare the weapons surplus and dispose of the weapons with Repent Arms. We intend to utilize the funding to purchase newer weapons for our Special Response Team Marksmen Observers.

Questions to 910-677-5551.

HnK UMP Rifles and Parts List

HnK UMP .45 cal Rifle (5 Rifles)

Ser# 163-001608

Ser# 163-001609

Ser# 163-001610

Ser# 163-001611

Ser# 163-001612

HnK UMP .45 cal Suppressors (6 Total)

Ser# 01-000749

Ser# 01-000750

Ser# 01-000751

Ser# 01-000752

Ser# 01-000753

Ser# 01-000754

16 HnK 30 round capacity magazines for these rifles

HnK G36 Rifles and Parts List

HnK G36 E1 Rifles (6 Rifles)

Ser# 083-001270

Ser# 083-001271

Ser# 083-001272

Ser# 083-001273

Ser# 083-001274

Ser# 083-001275

18 HnK 30 round capacity magazines for these rifles.



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

To: Lisa Blausen
Budget

From: Lt. Corrie Simmons 
Training Lieutenant

Thru: Major Dennis Peterson
Operations Commander

Date: January 14, 2019

Ref: Seized Weapons Trade Request

Currently in our inventory, we have weapons that were confiscated and are either old, damaged, or could not be used by our agency. It is our request to trade these weapons in order to upgrade and modernize some of the weapons and equipment used by our Deputies.

We requested bids for the trade of these weapons from Lawmen's in Raleigh, Repent Arms, and Craig's Firearms, both in Concord. Two bids were received, however, Craig's Firearms stated that they were currently overstocked with Class III weapons from a previous trade and respectfully decided NOT to submit a bid.

These trade-ins are beneficial to the Sheriff's Office, allowing the agency to upgrade weapons and equipment at no cost to the agency while simultaneously allowing us to clear out seized weapons we cannot utilize.

Thank you in advance for your support in this matter. If you have any questions please do not hesitate to contact me at (910) 223-3324.

Attached are the quotes from Lawmen's and Repent Arms.

Cf: Sheriff Ennis Wright
Chief Deputy Richard Jenkins
Accreditation

REPENT ARMS
816 UNION ST. SOUTH
CONCORD, NC 28025
STORE 704.782.4867
FAX 704.612.4611
Cell 623.694.8320

TO : Cumberland County Sheriff's Office
Sargent Chris Taylor

**My bin on the 105 Evidence weapons your department is selling
from the list you provided to me is \$10,650. If you have any
question please let me know.**

Thank You
Robert Peetz
Repent Arms

REPENT ARMS
816 UNION ST. SOUTH
CONCORD, NC 28025
STORE 704.782.4867
FAX 704.612.4611
Cell 623.694.8320

TO : Cumberland County Sheriff's Office
Sargent Chris Taylor

My bin is \$11,500 for the Class 3 Weapons:

- 1. Five H&K UPM .45 SMG's with 14 mags & 5 suppressors.**
- 2. Six H&K G36's with 17 Mags**

If you have any question please let me know.

Thank You
Robert Peetz
Repent Arms



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

CREDIT QUOTE

CQ-20085

1/11/2019



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer	Contact	Ship To
COUNTY OF CUMBERLAND ATTN: BUDGET OFFICE 131 DICK ST FAYETTEVILLE NC 28301 Tel: (910) 677-5428, (910) 677-5550 Fax: (910) 677-5555		COUNTY OF CUMBERLAND SHERIFF'S OFFICE TRAINING CENTER 4710 CORPORATION DRIVE FAYETTEVILLE NC 28306 Tel: (910) 223-3320

Account	Terms	Due Date	Account Rep	Schedule Date
CUMBER	NET 30 Days	2/10/2019	VALENTINA SAWVEL	1/11/2019
Quotation	PO #	Reference	Ship VIA	Page Printed
CQ-20085	STORE CREDIT	TRADE IN		1 1/11/2019 3:56:19PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	TRADEINRAL 1 LOT OF 105 CONFISCATED WEAPONS = \$8500.00 HNK UMP .45 CAL RIFLE = \$2750 HNK .45 CAL SURPERSORS = \$0 (16) HNK 30 ROUND CAPACITY MAGAZINES = \$160.00 (6) HNK G36 RIFLES AND PARTS = \$3000.00 (18) HNK 30 ROUND CAPACITY MAGAZINES = \$216 **NOTES BELOW ONLY APPLY TO WEAPON TRADE-IN **ALL TRADE IN VALUES WILL BE DETERMINED AFTER INSPECTION BY LAWMEN'S DISTRIBUTION **THE SELLER UNDERSTANDS TRADE-IN FIREARMS MUST BE IN WORKING CONDITION AND SHIPPED WITH THE SPECIFIED NUMBER OF MAGAZINE. NON-FUNCTIONING, RUSTED, OR MIS-RESPRESENTED FIREARMS AND THOSE WITH MISSING PARTS WILL BE SUBJECT TO REASSESSMENT OF VALUE.	1	\$14,626.00 EA	\$0.00	\$14,626.00

_____ INCORRECT SIZE/PRODUCT _____ RETURN FROM T&E _____ OTHER _____ RETURN TO STOCK _____ RTN TO VDR _____ CREDIT CUSTOMER FRT _____ INVOICE NUMBER _____ DATE PURCHASED EXPLAIN _____ _____	Tax Details EXEMPT \$0.000	Taxable Total Tax \$0.00 Exempt \$14,626.00 Total \$14,626.00 Balance \$14,626.00
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3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

CREDIT QUOTE

CQ-20085

1/11/2019



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To	
COUNTY OF CUMBERLAND ATTN: BUDGET OFFICE 131 DICK ST FAYETTEVILLE NC 28301 Tel: (910) 677-5428, (910) 677-5550 Fax: (910) 677-5555				COUNTY OF CUMBERLAND SHERIFF'S OFFICE TRAINING CENTER 4710 CORPORATION DRIVE FAYETTEVILLE NC 28306 Tel: (910) 223-3320	
Account	Terms	Due Date	Account Rep	Schedule Date	
CUMBER	NET 30 Days	2/10/2019	VALENTINA SAWVEL	1/11/2019	
Quotation	PO #	Reference	Ship VIA	Page	Printed
CQ-20085	STORE CREDIT	TRADE IN		2	1/11/2019 3:56:19PM
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
_____ INCORRECT SIZE/PRODUCT _____ RETURN FROM T&E _____ OTHER _____ RETURN TO STOCK _____ RTN TO VDR _____ CREDIT CUSTOMER FRT _____ INVOICE NUMBER _____ DATE PURCHASED EXPLAIN _____ _____		Tax Details EXEMPT \$0.000		Taxable Total Tax \$0.00 Exempt \$14,626.00 Total \$14,626.00 Balance \$14,626.00	



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

DATE: 4/11/2019

SUBJECT: CONTRACT FOR REPLACEMENT OF DETENTION CENTER BOILERS

BACKGROUND

The Capital Improvement Plan (CIP) for FY 2019 identified the replacement of a pair of water heaters with boilers and storage tanks within the Detention Center and identified the remaining two water heaters with boilers and storage tanks in FY 2020. During the Travelers Insurance inspection, it was noted that there was a leak in one of the boilers that is programmed for FY 2020. Travelers Insurance reported this to the State of North Carolina, as required. The County has responded that the deficient boiler is being replaced.

The Engineering and Infrastructure Director has identified funds available in the Capital Improvement Project fund and Maintenance and Repair fund in the current fiscal year that would allow this project to move forward now. This funding is available due to the Detention Center Lobby project coming in under budget as well as the Judge E. Maurice Braswell Cumberland County Courthouse Security Camera Replacement Project being lower than expected. The Engineering & Infrastructure Department reached out to three vendors to request quotes for the replacement of the remaining two water heaters with boilers that were programmed in FY 2020 due to this deficiency. The lowest, responsible and responsive bidder was Haire Plumbing and Mechanical, Inc., in the amount of \$181,000. Haire Plumbing and Mechanical, Inc. was awarded the replacement of the two water heaters for FY 2019 at the December 17, 2018, Board of Commissioners meeting.

Attached you will find a bid tab with the submitted pricing for the replacement of the two water heaters with boilers and storage tanks at the Cumberland County Detention Center.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

- Accept the bids and award a contract to the lowest, responsible and responsive bidder Haire Plumbing and Mechanical Company, Inc., in the amount of \$181,000.

ATTACHMENTS:

Description	Type
Bid Tab	Backup Material

CUMBERLAND COUNTY
Cumberland County Detention Center Water Heating Boiler Replacement
BID OPENING - March 29, 2019 5:00 PM

[illegible]



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

DATE: 4/11/2019

**SUBJECT: CHANGE ORDER FOR STORMWATER DETENTION POND B AT CROWN
COMPLEX AND ASSOCIATED BUDGET ORDINANCE AMENDMENT
#191285**

BACKGROUND

The Crown Complex Stormwater Detention Pond B construction has been ongoing since September 2018. The project started two weeks prior to Hurricane Florence. Due to abnormal and above average rainfall through this fall/winter, the project has been delayed. The consulting engineer on the project, Moorman, Kizer, Reitzel, Inc., contacted the County regarding performing additional work in December 2018. Through engineering discovery, the core of the dam does not have sufficient suitable material to construct the embankment and additional work is required. The additional work includes the installation of sheet piling for the embankment core. The sheet pile installation will secure the clay core to minimize the potential for undermining of the dam structure.

The Engineering & Infrastructure (E&I) Department County immediately contacted NC Emergency Management to request this change order be reviewed for consideration. In January 2019, NC Emergency Management approved the changed order and E&I Staff proceeded to request the documentation for the change order from the contractor ES&J Enterprises, Inc. In order to provide the best costs for the County, ESJ Enterprises, Inc., reached out to multiple vendors for pricing of the sheet pile installation. The E&I Department received the official proposed change order on March 20, 2019. The total change order for the needed sheet piling is \$74,625. The total amount of this change order, along with the original contract amount is fully reimbursable by FEMA at 75% and the State of North Carolina at 25%.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

1. Accept the change order from ES&J Enterprises, Inc. in the amount of \$74,625.

2. Approve Budget Ordinance Amendment #191285 in the amount of \$74,625 for the repairs to Stormwater Detention Pond B.

ATTACHMENTS:

Description	Type
Change Order	Backup Material

CHANGE ORDER NO. 1

OWNER: Cumberland County
 PROJECT: Crown Coliseum Pond Repair
 CONTRACT FOR: Pond B
 CONTRACTOR: ES&J Enterprises

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

The installation of Sheet Piling for the embankment core. There is not sufficient suitable material present under the proposed embankment to secure the clay core. The Sheet Piling will be used to tie the clay core down to clay a suitable underlying impermeable layer. This will minimize the potential for undermining of the structure

The time of completion including previous orders is 150 calendar days and shall be (increased) by 10 calendar days by this change order for a revised contract date of completion of TBD. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					\$705,040.00
2. Amt. of Previous Orders	ADD	\$	Deduct	\$	
3. Amt. of This Order:	ADD	\$144,375.00	Deduct	\$69,750.00	
4. Total additions lines 2 & 3		\$144,375.00	Minus Total Deducts:	\$69,750.00	\$74,625.00

(Line 4 shall show the net amount to be added or (deducted) from the contract amount.)

5. Revised Contract Total Amount \$779,665.00

6. The Owner certifies that the contingency fund balance after this change is \$
 Fill in one copy only

I certify that my Bonding Company will be notified forthwith that my contract has been (increased) (decreased) by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

ES&J Enterprises, Inc. By: [Signature] 3-19-2019
 (Contractor) (Date)

MOORMAN, KIZER & RETZEL, INC. By: [Signature] 3/19/19
 (Designer) (Date)

By: _____ (Date)
 (Owner)

DISTRIBUTION: 1 original to NCEM 1 original to Designer
 1 original to Owner 1 original to Contractor
 1 original to Board or Commission (if any) 1 original to Surety

REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

REQUEST NO.: 1

PROJECT NAME: Crown Coliseum Pond Repair

OWNER: Cumberland County

CONTRACTOR: ES&J Enterprises

DESIGNER: Moorman, Kizer & Reitzel, Inc.

CONTRACT FOR: Pond B

DESCRIPTION OF CHANGE:

Installation of Sheet Piling in the embankment core (165 feet in length). To offset the cost of this work, items were identified in the contract that will not be needed and are indicated as deducts.

REASON FOR CHANGE:

Unsuitable material was encountered under the proposed embankment core and were present 15' to 20' below the structure. The Sheet Piling will be used to tie the clay core in the embankment to an underlying impermeable clay layer. The piling will provide structural support and bridge the liquefied sand layers present between the bottom of the clay core and the deeper impermeable clay strata.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials).

Note that the contract work has been on hold pending the subsurface evaluation report prepared by a soil testing firm. Contract work was halted on Dec 4th, 2018, with 83 days of the original 150 being used. The contractor could not proceed further until the appropriate plan for the embankment core was approved. Contract time will start back up as soon as scheduling of the pile driving equipment is confirmed and mobilized to the site.

DESIGNER SUMMARY:

1. Schedule items affected by this change: See attached schedule item deductions

2. Can Contractor mitigate the change without requiring a contract time extension? No

3. Will the change require a contract time extension for other contractors? No Which?

4. Are additional costs indicated by reason of the time extension? No If so they must be included in 5 & 6 Below.

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:	\$74,625.00	\$74,625.00
6. Estimated time extension field cost (if any)	N/A	N/A

DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the owner.

Approved by:


PROJECT ENGINEER

Date:

2/18/19

Title:

DESCRIPTION OF WORK	ESTIMATED QUANTITIES			PREVIOUS WORK		WORK THIS PERIOD		WORK COMPLETE TO DATE	
	Quantity	Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
Mobilization / Demobilization	1.00	\$60,000.00	\$60,000.00		\$0.00		\$0.00	0.00	\$0.00
Traffic Control / Pedestrian Plans	1.00	\$15,000.00	\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
Clearing & Grubbing	1.90	\$7,500.00	\$14,250.00		\$0.00		\$0.00	0.00	\$0.00
Light Clearing & Grubbing	1.10	\$6,000.00	\$6,600.00		\$0.00		\$0.00	0.00	\$0.00
Strip/Stockpile/Respread Topsoil	1,200.00	\$12.00	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00
Import Topsoil	750.00	\$33.50	\$25,125.00		\$0.00		\$0.00	0.00	\$0.00
Common Excavation	7,000.00	\$4.00	\$28,000.00		\$0.00		\$0.00	0.00	\$0.00
Undercut Excavation Allowance	1,000.00	\$15.00	\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
Dispose of Excess Off Site	2,500.00	\$10.50	\$26,250.00		\$0.00		\$0.00	0.00	\$0.00
Unclassified Excavation	2,500.00	\$10.00	\$25,000.00		\$0.00		\$0.00	0.00	\$0.00
Select Borrow Excavation	7,300.00	\$15.00	\$109,500.00		\$0.00		\$0.00	0.00	\$0.00
Silt Fence	1,000.00	\$4.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00
Construction Entrance	1.00	\$8,000.00	\$8,000.00		\$0.00		\$0.00	0.00	\$0.00
Rock Dam	150.00	\$65.00	\$9,750.00		\$0.00		\$0.00	0.00	\$0.00
Class 2 Rip Rap	225.00	\$75.00	\$16,875.00		\$0.00		\$0.00	0.00	\$0.00
Class B Rip Rap	350.00	\$65.00	\$22,750.00		\$0.00		\$0.00	0.00	\$0.00
Class B Rip Rap Swale	300.00	\$65.00	\$19,500.00		\$0.00		\$0.00	0.00	\$0.00
Geotextile For Rip Rap	900.00	\$2.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00
Remove 30" Headwall	1.00	\$1,000.00	\$1,000.00		\$0.00		\$0.00	0.00	\$0.00
Remove 48" Headwall	1.00	\$1,500.00	\$1,500.00		\$0.00		\$0.00	0.00	\$0.00
Remove CMP Riser	1.00	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0.00	\$0.00
Permanent Seeding	2.50	\$3,000.00	\$7,500.00		\$0.00		\$0.00	0.00	\$0.00
Curled Wood Matting	6,400.00	\$2.55	\$16,320.00		\$0.00		\$0.00	0.00	\$0.00
18" O-Ring RCP 0'-6'	92.00	\$60.00	\$5,520.00		\$0.00		\$0.00	0.00	\$0.00
24" O-Ring RCP 0'-6'	135.00	\$70.00	\$9,450.00		\$0.00		\$0.00	0.00	\$0.00
30" O-Ring RCP 0'-6'	37.00	\$100.00	\$3,700.00		\$0.00		\$0.00	0.00	\$0.00
48" O-Ring RCP 0'-6'	28.00	\$300.00	\$8,400.00		\$0.00		\$0.00	0.00	\$0.00
18" Headwall	1.00	\$1,700.00	\$1,700.00		\$0.00		\$0.00	0.00	\$0.00
24" Headwall	1.00	\$1,800.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00
30" Headwall	1.00	\$2,500.00	\$2,500.00		\$0.00		\$0.00	0.00	\$0.00
48" Headwall	1.00	\$3,750.00	\$3,750.00		\$0.00		\$0.00	0.00	\$0.00
Junction Box 8'-10'	1.00	\$3,325.00	\$3,325.00		\$0.00		\$0.00	0.00	\$0.00

DESCRIPTION OF WORK	ESTIMATED QUANTITIES			PREVIOUS WORK		WORK THIS PERIOD		WORK COMPLETE TO DATE	
	Quantity	Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
Oversize Junction Box 12'-14'	2.00	\$5,400.00	\$10,800.00		\$0.00		\$0.00	0.00	\$0.00
Open Throat Catch Basin 0'-6'	1.00	\$2,525.00	\$2,525.00		\$0.00		\$0.00	0.00	\$0.00
60"x14' RCP Riser	1.00	\$25,000.00	\$25,000.00		\$0.00		\$0.00	0.00	\$0.00
8" Skimmer	2.00	\$6,750.00	\$13,500.00		\$0.00		\$0.00	0.00	\$0.00
Anti Seep Collar	3.00	\$1,000.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00
Select Backfill Dam Core	4,750.00	\$16.00	\$76,000.00		\$0.00		\$0.00	0.00	\$0.00
Mirafi 600X Geotextile	2,200.00	\$3.75	\$8,250.00		\$0.00		\$0.00	0.00	\$0.00
No. 57 Stone	400.00	\$40.00	\$16,000.00		\$0.00		\$0.00	0.00	\$0.00
6" ABC For Access Road	400.00	\$10.50	\$4,200.00		\$0.00		\$0.00	0.00	\$0.00
Warning Signs	9.00	\$500.00	\$4,500.00		\$0.00		\$0.00	0.00	\$0.00
Class B Emergency Spillway	500.00	\$65.00	\$32,500.00		\$0.00		\$0.00	0.00	\$0.00
Existing Swale	300.00	\$60.00	\$18,000.00		\$0.00		\$0.00	0.00	\$0.00
Original Project Total			\$705,040.00		\$0.00		\$0.00		\$0.00
Change Orders									
CO#1 Sheet Piling	4,125.00	\$35.00	\$144,375.00		\$0.00		\$0.00	0.00	\$0.00
CO#1 DEDUCT Undercut Exc.	-1,000.00	\$15.00	-\$15,000.00		\$0.00		\$0.00	0.00	\$0.00
CO#1 DEDUCT Borrow Exc.	-3,650.00	\$15.00	-\$54,750.00		\$0.00		\$0.00	0.00	\$0.00
Revised Project Total w/ Change Orders			\$779,665.00		\$0.00		\$0.00		\$0.00



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE HOLDER, ASSISTANT COUNTY MANAGER

DATE: 4/2/2019

SUBJECT: RESOLUTION IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF CUMBERLAND COUNTY

BACKGROUND

In order to address the critical needs for some of the most vulnerable residents of Cumberland County, Alliance Health (formerly known as Alliance Behavioral Health) utilizes Single-Stream Funding. Single-Stream funds are State-appropriated funds that are separate from Medicaid funding and used to fund services for uninsured and underinsured citizens. In spite of repeated efforts to prevent reductions, Single-Stream Funding has been reduced for four consecutive years. Reducing State funds in this manner contradicts the State's original intent in creating the public behavioral health managed care system in North Carolina - for LME/MCO's to use savings derived from effective management of the system to build infrastructure to address unmet community needs.

Per State mandate, Alliance has continued serving uninsured and underinsured Cumberland County residents using portions of its savings intended to be utilized for implementing a comprehensive reinvestment plan. While it is Alliance's intent to carry out its reinvestment plan to enhance services in Cumberland County and its other three counties, continued Single-Stream reductions will force Alliance to not only eliminate community reinvestment, but to reduce long-standing services.

Given the severity of the situation, Alliance is requesting the Cumberland County Board of Commissioners adopt a resolution urging the NC General Assembly to restore Single-Stream Funding. The Board adopted a similar resolution in 2017 and has continued to include the topic as a legislative priority.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the April 15, 2019 Board of Commissioners' Meeting:

Approval of a Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County.

ATTACHMENTS:

Description	Type
Cumberland County Resolution	Backup Material

Resolution in Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Cumberland County

WHEREAS, Cumberland County recognizes that, with appropriate services and supports, individuals and families dealing with mental illness and substance use disorders can achieve recovery and that those with intellectual/developmental disabilities can live productive lives in our communities; and

WHEREAS, the amount of resources needed for such services and supports are increasing due to North Carolina's increasing population; and

WHEREAS, Cumberland County is a member of Alliance Health (formerly known as Alliance Behavioral Healthcare), a public Local Management Entity/Managed Care Organization (LME/MCO) responsible for providing system management and oversight for approximately 471,000 Medicaid-covered and uninsured North Carolinians across four counties; and

WHEREAS, consistent with the expectations of the North Carolina General Assembly and the North Carolina Department of Health and Human Services, Alliance's Board of Directors has developed, and Alliance's intent is to implement, a comprehensive reinvestment plan benefiting the citizens of Cumberland County with service enhancements, including housing initiatives and innovative evidenced-based and crisis services, as part of a focused effort to reduce unnecessary emergency department admissions and to divert people from our criminal justice system; and

WHEREAS, while the North Carolina General Assembly passed mental health reform legislation in 2001 with the intent of improving clinical services and deinstitutionalizing, State funding for North Carolina's behavioral healthcare system has been inconsistent and inadequate for more than 17 years since this legislation became law; and

WHEREAS, the North Carolina General Assembly has reduced State funding for behavioral health services (known as single-stream funding) by more than \$458 million, including a more than \$67 million reduction in funding to Alliance, over the past four years while requiring the LME/MCOs to continue offering the same level of State-funded services as before such reductions; and

WHEREAS, despite these significant single-stream funding reductions, Alliance has continued serving the uninsured and underinsured using the remaining State funds and portions of its savings intended to be used for implementing its reinvestment plan; and

WHEREAS, while it is Alliance's intent to implement its comprehensive reinvestment plan enhancing services for the citizens of Cumberland County, State single-stream funding has been reduced for four consecutive years and such continued reductions have forced Alliance to eliminate, or halt work on, items from its reinvestment plan; and

WHEREAS, Cumberland County has continued to fund Alliance with County dollars to supplement services to our residents, but we are concerned that additional reductions in behavioral health funding by the State may increase the need for the local allocation and place additional strain on other County services such as Emergency Medical Services (EMS), jails, and other social service resources.

NOW, THEREFORE BE IT RESOLVED that we, the Cumberland County Board of Commissioners do hereby request that the North Carolina General Assembly:

- Stop cutting Alliance Health's State single-stream funding so that such funds can be utilized to strengthen access to healthcare services for the mental health, intellectual/developmental disabilities, and substance use disorder needs of uninsured and underinsured Cumberland County citizens; and
- Allow Alliance Health to continue to utilize its savings to reinvest in enhanced, innovative services in our communities rather than mandating that such funds be used to replace previously reduced State funding.

ADOPTED this _____ day of _____, 2019.

_____ County Chair

DRAFT



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/15/2019

SUBJECT: REVISED 2019 AGENDA SESSION REGULAR MEETING DATES

BACKGROUND

At the Thursday, March 14 Agenda Session special meeting, the Board of Commissioners proposed changing the regular meeting dates from the first Thursday of every month, except July, at 8:30 a.m. to the second Thursday of every month, except July, at 1:00 p.m.

The revised schedule of meetings for 2019 is attached for consideration with all meetings being held in conference room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N. C.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session special meeting, the Board of Commissioners approved placing the proposed action below on the consent agenda of the April 15, 2019 Board of Commissioners meeting:

Adopt the revised 2019 Agenda Session regular meeting dates as presented.

ATTACHMENTS:

Description	Type
2019 Agenda Session Revised Meeting Dates	Backup Material



**BOARD OF COMMISSIONERS
2019 AGENDA SESSIONS
REVISED REGULAR MEETING DATES
(May – December 2019)**

The Cumberland County Board of Commissioners' Agenda Sessions will be held on the second Thursday of every month, except for July, beginning at 1:00 PM in Conference Room 564 of the Judge E. Maurice Braswell Cumberland County Courthouse located at 117 Dick Street in Fayetteville, N.C.

May 9, 2019

September 12, 2019

June 13, 2019

October 10, 2019

July – NO MEETING

November 14, 2019

August 8, 2019

December 12, 2019

The third Thursday of every month, except for July, will be set aside for special meetings beginning at 1:00 PM as needed and will be noticed accordingly.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/4/2019

SUBJECT: CASE P19-02

BACKGROUND

Case P19-02: Rezoning of .47+/- acre from A1 Agricultural to C(P) Planned Commercial or to a more restrictive zoning district; located north of NC Hwy 24, west of SR 1852 (Mary McCall Road); submitted by Kevin A. Carroll (owner). **(Applicant has modified request to C(P) Planned Commercial/CZ Conditional Zoning for a billboard)**

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning request from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P19-02, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P19-02, I move to approve the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find:

- a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for “community growth areas” at this location and meets the location criteria for “heavy commercial” as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements;
- c. And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P19-02, I move to deny the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find the request is not consistent with the adopted Stedman Land Use Plan (1999) which calls for “suburban residential” at this location; and further find that denial of the rezoning is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

ACTION MEMO

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant
Wade, Falcon & Godwin



CUMBERLAND COUNTY NORTH CAROLINA

Planning & Inspections Department

Joel Strickland,
Acting Director

Vacant,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

APRIL 4, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-02: Rezoning of .47+/- acre from A1 Agricultural to C(P) Planned Commercial or to a more restrictive zoning district; located north of NC Hwy 24, west of SR 1852 (Mary McCall Road); submitted by Kevin A. Carroll (owner).
(Applicant has modified request to C(P) Planned Commercial/CZ Conditional Zoning for a billboard)

ACTION: Unanimously recommended approval of the rezoning request from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 119'+/- on NC Hwy 24; 151' +/- on SR 1852 (Mary McCall Road); **Depth:** 140'+/-; **Adjacent Property:** Yes; **Current Use:** Vacant; **Initial Zoning:** A1 – September 3, 1996 (Area 20); **Municipal Influence Area:** Stedman; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Stedman Primary: 200/191; Stedman Elementary: 300/306; Mac Williams Middle: 1270/1156; Cape Fear High: 1425/1466; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Stedman/Stedman; **Soil Limitations:** None; **Subdivision/Site Plan:** See Ordinance Related Conditions; **Average Daily Traffic County (2014):** 8,500 on NC Hwy 24; 630 on SR 1852 (Mary McCall Road); **Highway Plan:** Mary McCall Road is identified as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. Clinton Road is identified as an existing expressway in the 2040 Metropolitan Transportation Plan and as R-2303, a widening project from SR 1006 (Maxwell Road) to SR 1853 (John Nunnery Road). Right-of-way acquisition is complete; **Notes:** **Minimum Yard Setbacks:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; The property owner has agreed with all ordinance related conditions; Surrounding Land Use: Residential, religious worship facility, cemetery, woodland & farmland; Comprehensive Plans: **2030 Growth Vision Plan:** Community Growth Areas, **Stedman Land Use Plan (1999):** Suburban Residential.

MINUTES OF MARCH 19, 2019

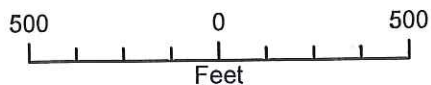
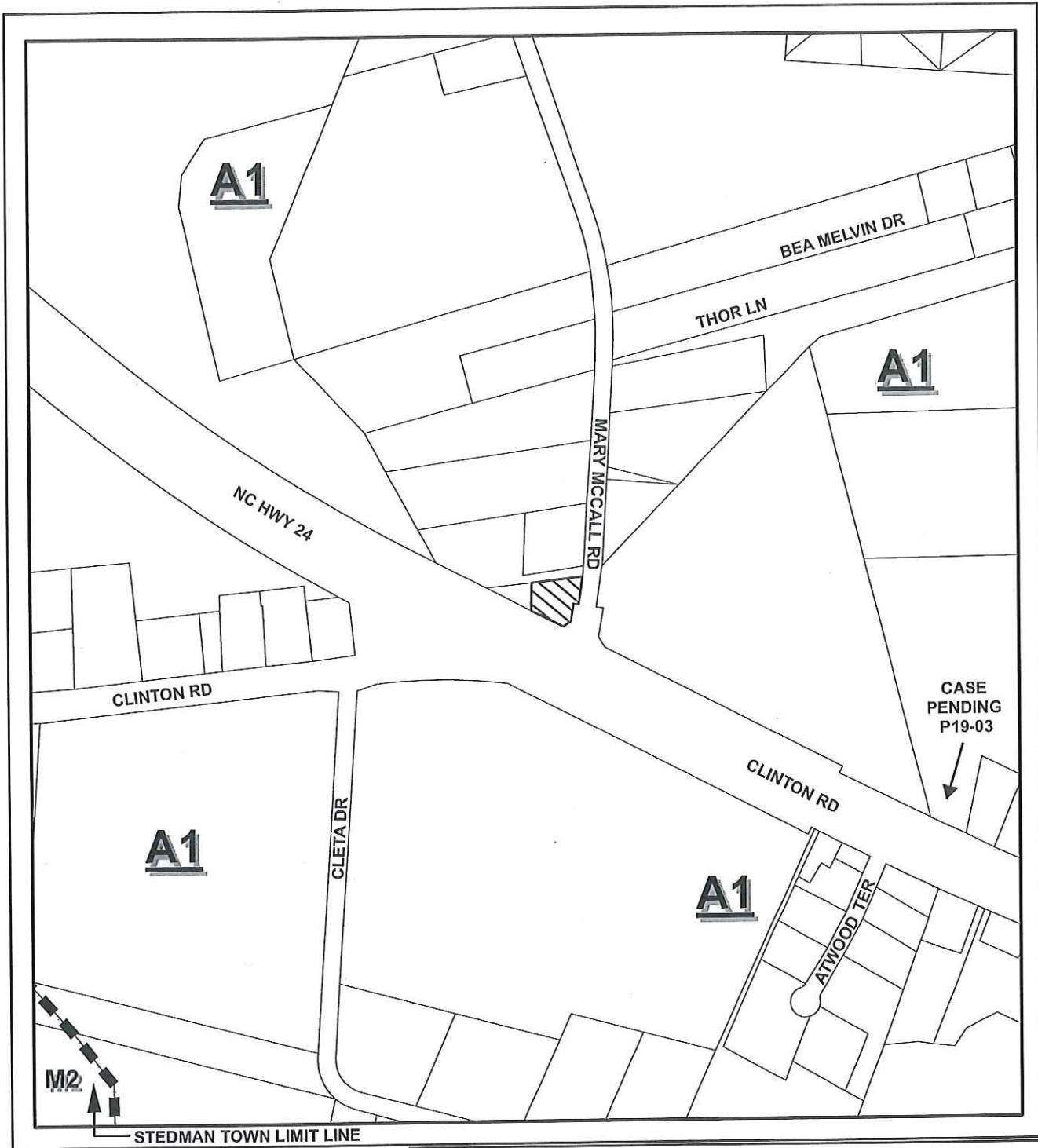
In Case P19-02, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location

and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

In Case P19-02, Mrs. Epler made a motion, seconded by Mr. Crumpler to approve the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009) particularly because of the recent NC Hwy 24 improvements; c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.

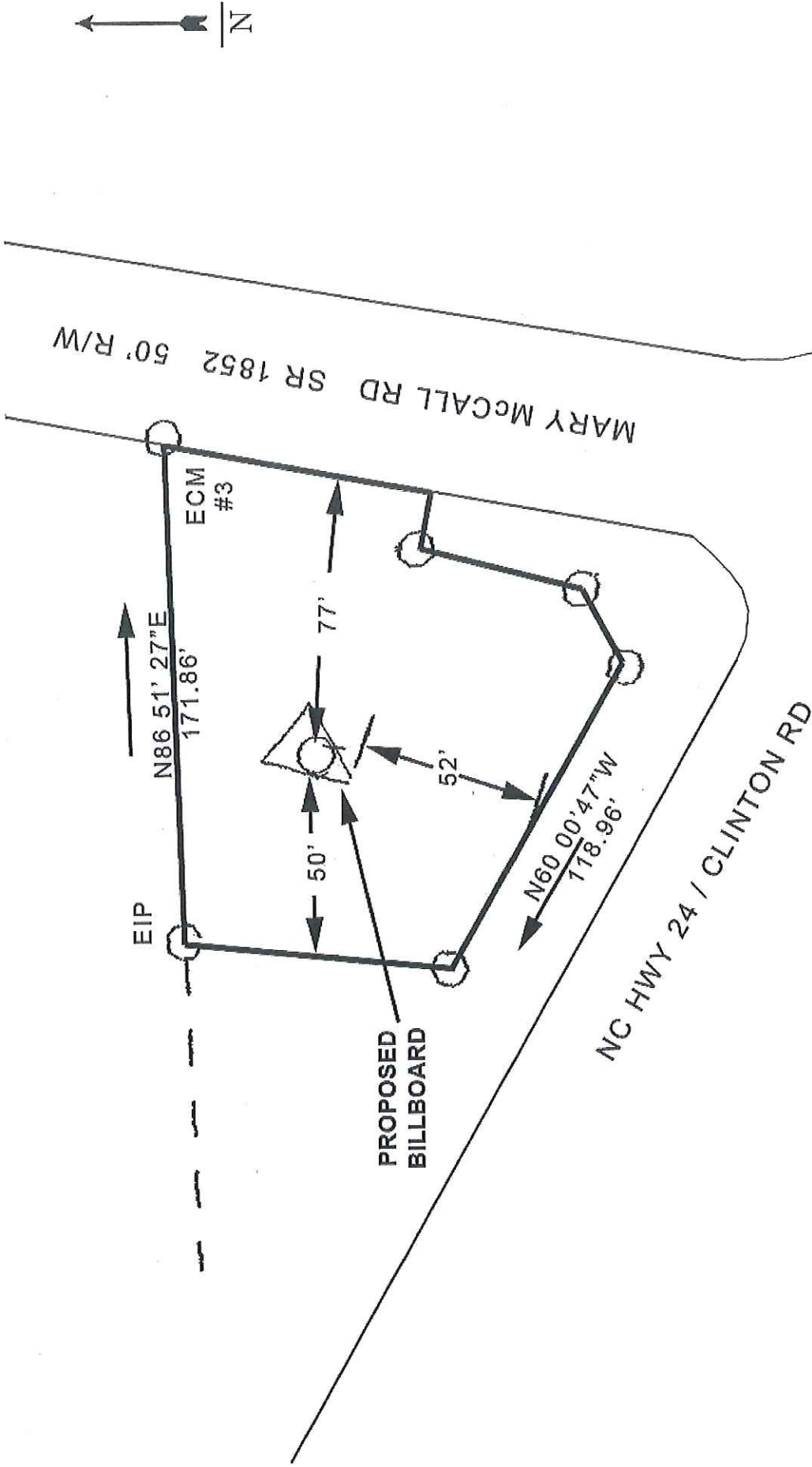


PORT. OF PIN: 0495-78-8972

REQUESTED REZONING A1 TO C(P)/CZ

ACREAGE: 0.47 AC. +/-	HEARING NO: P19-02	
ORDINANCE: COUNTY		
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

2/13/19
2/20/19
2/26/19
MB



C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING

REQUEST: ALLOW A BILLBOARD

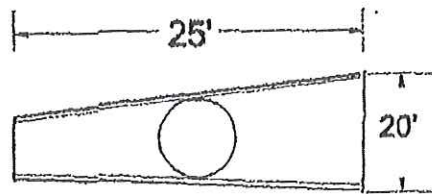
CASE: P19-02 ACREAGE: 0.47 AC +/-

ZONED: A1 SCALE: NTS

*SCALED DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST

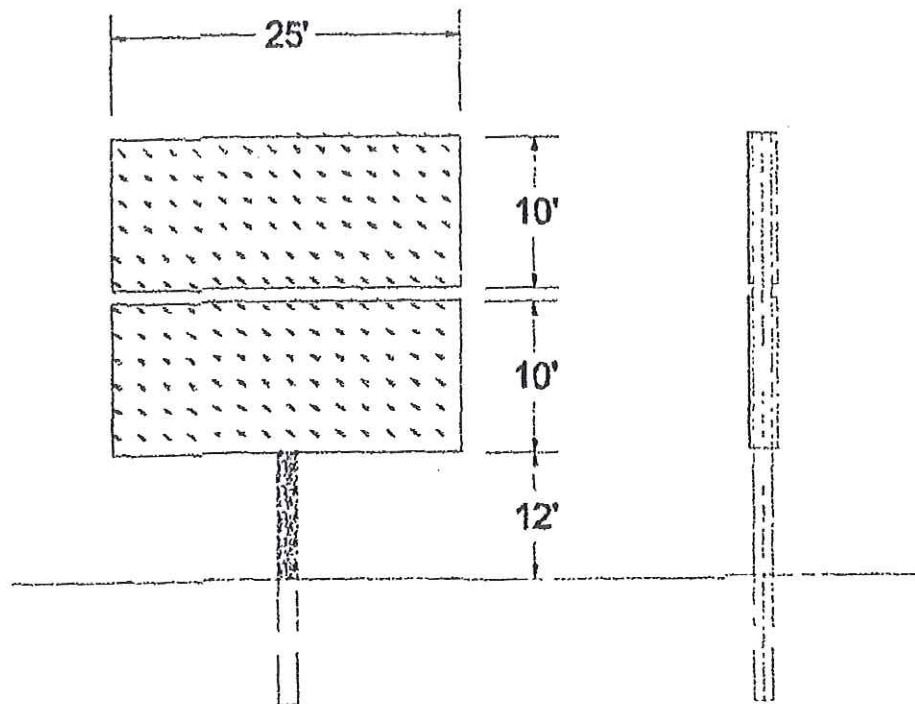
CASE P19-02

PLAN VIEW



FRONT VIEW

SIDE VIEW



PROPOSED BILLBOARD SIGN LAYOUT

NTS

Proposed Double Stacked 10' x 25' Monopole Billboard

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Kevin Carroll
2. Address: PO Box 528 Stedman NC Zip Code 28391
3. Telephone: (Home) (910) 990-3974 (Work) (910) 990-3974
4. Location of Property: NW Corner of Mary McCall and Hw 24 Westbound
Corner Lot
5. Parcel Identification Number (PIN #) of subject property: #0495-78-8972 (Portion)
(also known as Tax ID Number or Property Tax ID)
6. Acreage: .47 Frontage: 170ft Depth: 135ft
7. Water Provider: Town of Stedman Septage Provider: PWC
8. Deed Book 10175, Page(s) 0488, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: Billboard

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes X No 10/acre tract adjoining to the east and remaining parent tract
12. Has a violation been issued on this property? Yes _____ No X
13. It is requested that the foregoing property be rezoned FROM: A1

TO: (Select one)

- ☒ Conditional Zoning District, with an underlying zoning district of C(P)
(Article V)
- ☐ Mixed Use District/Conditional Zoning District (Article VI)
- ☐ Planned Neighborhood District/Conditional Zoning District (Article VII)
- ☐ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

Billboard

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

— N/A

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

See Site Plan.

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

N/A

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

See Site Plan

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

N/A

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

N/A

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

N/A

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

✓ Kevin A Carroll

NAME OF OWNER(S) (PRINT OR TYPE)

~~250 Eastfield Ave~~

PO Box 528 Stedman NC 28391

ADDRESS OF OWNER(S)

HOME TELEPHONE #

(910) 990-3974

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

carrollsga@gmail.com

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

Kevin Carroll

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions for Billboard

Pre- Permit Related:

1. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.

[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

Permit-Related:

2. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)
3. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]
4. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

Change of use of subject properties shall require an approved Driveway Permit. Permits **MUST** be secured prior to the change or alteration of existing or proposed property use. Failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense. For additional information contact the Division 6/District 2 office.

In the event that a structure (house) is built by a contractor for commercial gain and/or if property changes ownership from existing owner to builder, an approved Driveway Permit must be secured.

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and \$25.00 revision fee) must be submitted for staff review and approved prior to permit application.

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

[§ 136-18(29), NCGS]

5. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state

approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)

6. Prior to application for the Certificate of Occupancy, the developer must provide to Code Enforcement approval from the entity that owns and/or regulates the type of water and sewer serving the proposed development. (Section 2306 A, County Subdivision Ord.; & Secs. 2306.A & 1403.I, County Zoning Ord.)
7. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

8. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the C(P) Planned Commercial/CZ Conditional Zoning for a billboard zoning district must be complied with, as applicable.
9. All corner lots and lots fronting more than one street must provide front yard setbacks from each street. (Secs. 1101.G & 1102.B, County Zoning Ord.)
10. "N. C. Highway 24 Clinton Road" must be labeled as "NC HWY 24 (Clinton Road)" on all future plans. (Sec. 2203, County Subdivision Ord.)
11. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
12. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
13. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

14. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
15. The owner/developer is responsible and liable for maintenance and upkeep of this site, all structures, and appurtenances, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing. (Sec. 1403, County Zoning Ord.)
16. The Noise Regulations of the County Code Chpt. 9.5, Art. II are to be complied with.

Advisories:

17. The applicant is advised to consult an expert on wetlands before proceeding with any development.
18. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
19. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.

20. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
21. The subject property lies on the corner of Mary McCall Road and Clinton Road. Mary McCall Road is identified as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. Clinton Road is identified as an existing expressway in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. For questions related to this comment, please contact Transportation Planning.

Thank you for doing business in Cumberland County!

If you need clarification of any conditions, please contact Betty Lynd at 910-678-7603 or Hope Page at 910-678-7602 with the Land Use Codes Section; otherwise, contact the appropriate agency at the contact numbers below.

Contact Information (Area Code is 910 unless otherwise stated):

Subdivision/Site Plan/Plat	Ed Byrne	678-7609	ebyrne@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
Town of Stedman:	Christy Horne (Town Clerk)	323-1892	chorne.tos@ncrrbiz.com
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	hair@usacr.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	susan_miller@fws.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Street Naming/Signs:	Diane Shelton	678-7665	nameit2@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
Transportation Planning:	Katrina Evans	678 7614	kevans@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/4/2019

SUBJECT: CASE P19-03

BACKGROUND

Case P19-03: Rezoning of 1.00+/- acre from A1 Agricultural to C(P) Planned Commercial or to a more restrictive zoning district, located at 8321 Clinton Road, submitted by Kevin A. Carroll (owner). **(Applicant has modified request to C(P) Planned Commercial/CZ Conditional Zoning for a billboard)**

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard at the March 19, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P19-03, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009); c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P19-03, I move to approve the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions stated in the minutes of the meeting of Planning

Board included within our packet and find:

- a. The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for “community growth areas” at this location and meets most of the location criteria for “heavy commercial” as defined in the Land Use Policies Plan (2009);
- c. And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

If the Board of Commissioners wishes not to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P19-03, I move to deny the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find the request is not consistent with the adopted Stedman Land Use Plan (1999) which calls for “farmland” at this location; and further find that denial of the rezoning is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

ACTION MEMO

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant
Wade, Falcon & Godwin



CUMBERLAND
COUNTY
NORTH CAROLINA

Planning & Inspections Department

Joel Strickland,
Acting Director

Vacant,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

APRIL 4, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-03: Rezoning of 1.00+/- acre from A1 Agricultural to C(P) Planned Commercial or to a more restrictive zoning district, located at 8321 Clinton Road, submitted by Kevin A. Carroll (owner). **(Applicant has modified request to C(P) Planned Commercial/CZ Conditional Zoning for a billboard)**

ACTION: Unanimously recommended approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard at the March 19, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 131'+/- on NC 24 (Clinton Road); **Depth:** 261'+/-; **Adjacent Property:** Yes; **Current Use:** Vacant; **Initial Zoning:** A1 – September 3, 1996 (Area 20); **Municipal Influence Area:** Stedman; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Stedman Primary: 200/191; Stedman Elementary: 300/306; Mac Williams Middle: 1270/1156; Cape Fear High: 1425/1466; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Stedman/Septic (Stedman sewer exists 1200'+/-); **Soil Limitations:** Yes; Hydric: JT (Johnston loam) & TR (Torhunta and Lynn Haven soils), Hydric inclusion: Ly (Lynchburg sandy loam); **Subdivision/Site Plan:** See Ordinance Related Conditions; **Average Daily Traffic County (2014):** 8,500 on NC 24 (Clinton Road); **Highway Plan:** Clinton road is identified as an existing expressway in the 2040 Metropolitan Transportation Plan and is identified as R-2303, a widening project from SR 1006 (Maxwell Road) to SR 1853 (John Nunnery Road). Right-of-way acquisition is complete; **Notes:** **Density:** A1- 1 lot/unit (non-residential use); **Minimum Yard Setbacks: A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; The property owner has agreed to all ordinance related conditions; **Surrounding Land Use:** Residential (including manufactured homes), farmland & woodland; **Comprehensive Plans: 2030 Growth Vision Plan:** Community Growth Areas, **Stedman Land Use Plan (1999):** Farmland.

MINUTES OF MARCH 19, 2019

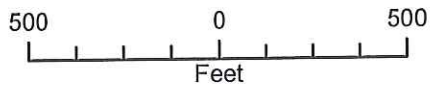
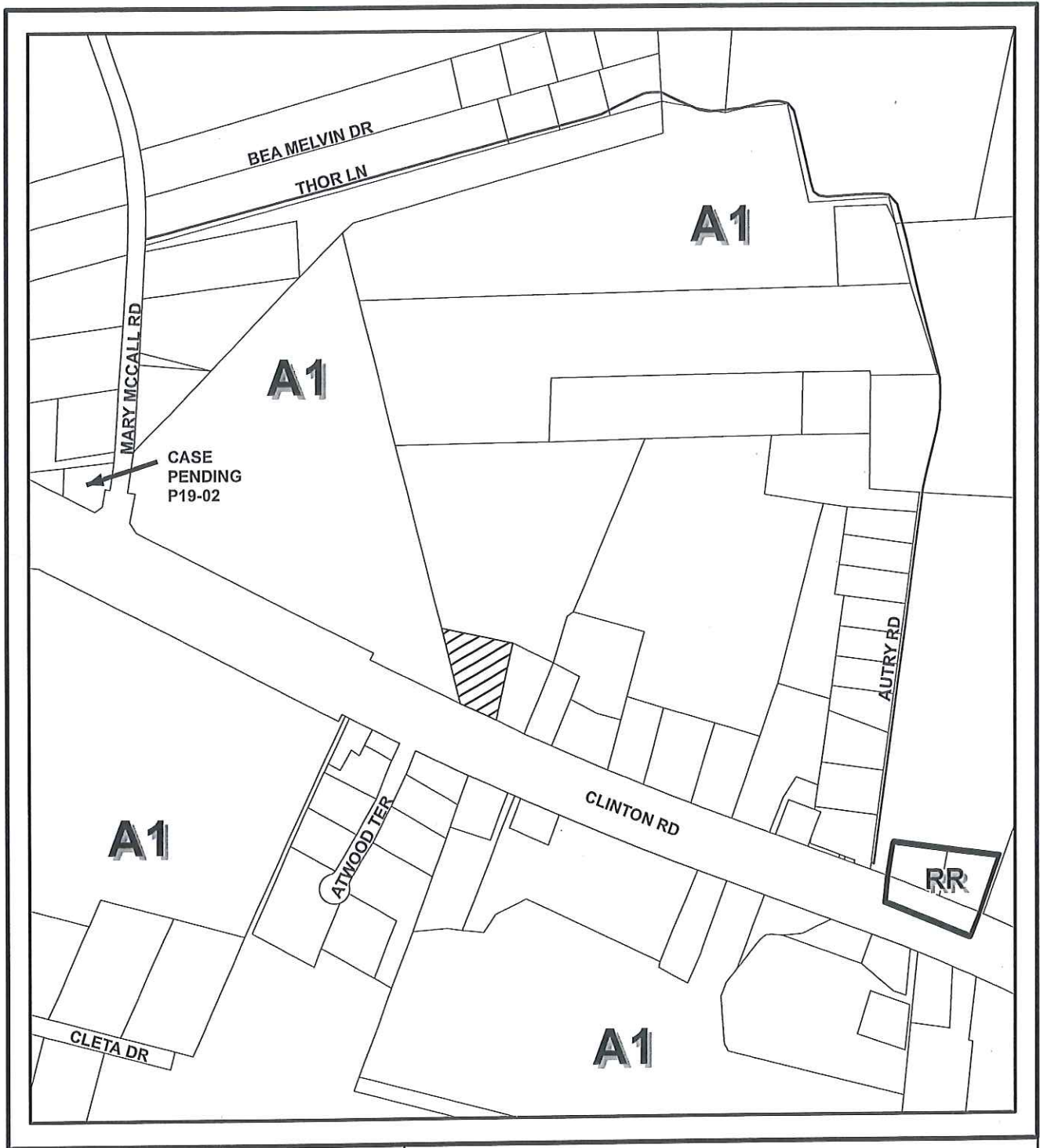
In Case P19-03, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently

adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009); c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area.

In Case P19-03, Mrs. Epler made a motion, seconded by Mr. Crumpler to approve the rezoning from A1 Agricultural to C(P) Planned Commercial/CZ Conditional Zoning for a billboard subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Stedman Land Use Plan (1999) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the requested district is consistent with the more recently adopted 2030 Growth Vision Plan (2009) which calls for "community growth areas" at this location and meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009); c) And, this rezoning approval is reasonable and in the public interest because the new NC Hwy 24 has controlled access and the request will have minimal traffic and noise impact to the surrounding area. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.

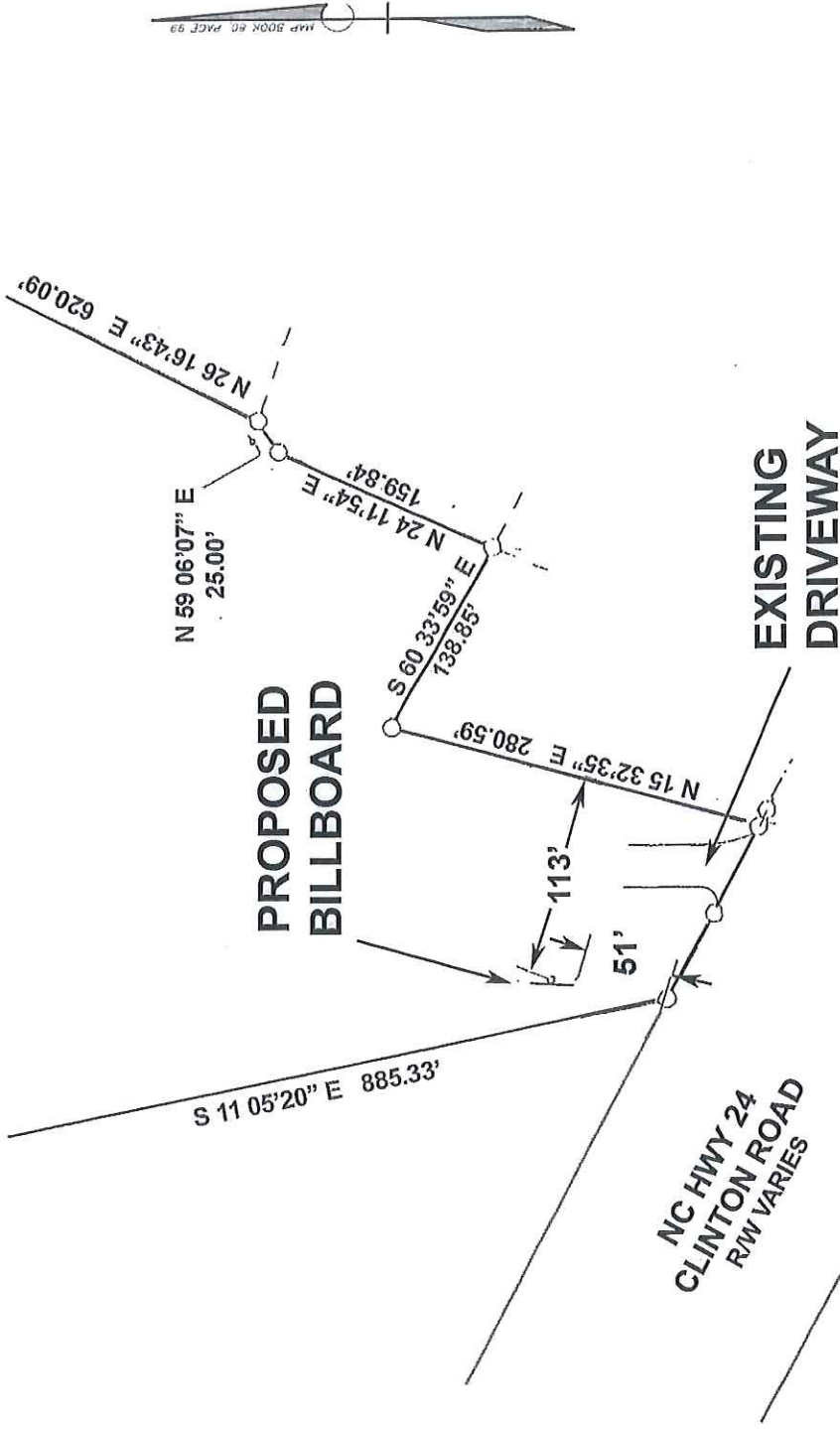


REQUESTED REZONING A1 TO C(P)/CZ

ACREAGE: 1.00 AC. +/-		HEARING NO: P19-03	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

PORT. OF PIN: 0495-88-5783

LH
12-17-2018
2-13-2019
2-18-2019



C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING

REQUEST: FOR A BILLBOARD

CASE: P19-03 ACREAGE: 1.00 AC +/-

SCALE: NTS

*SCALED DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Kevin Carroll
2. Address: PO Box 528 Stedman NC Zip Code 28391
3. Telephone: (Home) (910) 990 3974 (Work) (910) 990-3974
4. Location of Property: Nof Atwood Terrace and Hwy 24
5. Parcel Identification Number (PIN #) of subject property: #0495-88-5783
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 1 Frontage: 137 ft Depth: 250 ft
7. Water Provider: Town of Stedman Septage Provider: Septic
8. Deed Book 10134, Page(s) 0500, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: Billboard

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes ☒ No 20 acres adjoining to the West and remaining tract
12. Has a violation been issued on this property? Yes No ☒
13. It is requested that the foregoing property be rezoned FROM: A1

TO: (Select one)

- ☒ Conditional Zoning District, with an underlying zoning district of C(P)
(Article V)
- Mixed Use District/Conditional Zoning District (Article VI)
- Planned Neighborhood District/Conditional Zoning District (Article VII)
- Density Development/Conditional Zoning District, at the Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

Billboard

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

See Site Plan

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

See Site Plan

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

N/A

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

N/A

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

N/A

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

✓ Kevin A Carroll

NAME OF OWNER(S) (PRINT OR TYPE)

~~250 Eastfield Ave~~ PO Box 528

Stedman NC 28391

ADDRESS OF OWNER(S)

HOME TELEPHONE #

(910) 990-3974

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Carrollsig@gmail.com

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

Kevin Carroll

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions

*for
Billboard*

Pre- Permit Related:

1. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.

[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

2. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

Permit-Related:

3. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)
4. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]
5. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

Change of use of subject properties shall require an approved Driveway Permit. Permits MUST be secured prior to the change or alteration of existing or proposed property use. Failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense. For additional information contact the Division 6/District 2 office.

In the event that a structure (house) is built by a contractor for commercial gain and/or if property changes ownership from existing owner to builder, an approved Driveway Permit must be secured.

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and \$25.00 revision fee) must be submitted for staff review and approved prior to permit application.

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

[§ 136-18(29), NCGS]

6. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)
7. Prior to application for the Certificate of Occupancy, the developer must provide to Code Enforcement approval from the entity that owns and/or regulates the type of water serving the proposed development. (Section 2306 A, County Subdivision Ord.; & Secs. 2306.A & 1403.I, County Zoning Ord.)
8. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

9. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the C(P) Planned Commercial/CZ Conditional Zoning for a billboard zoning district must be complied with, as applicable.
10. "N. C. Highway 24 Clinton Road" must be labeled as "NC HWY 24 (Clinton Road)" on all future plans. (Sec. 2203, County Subdivision Ord.)
11. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
12. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
13. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

14. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
15. The owner/developer is responsible and liable for maintenance and upkeep of this site, all structures, and appurtenances, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing. (Sec. 1403, County Zoning Ord.)
16. The Noise Regulations of the County Code Chpt. 9.5, Art. II are to be complied with.

Advisories:

17. The applicant is advised to consult an expert on wetlands before proceeding with any development.
18. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.

19. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
20. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
21. The subject property sits on Clinton Road which is identified as an existing expressway in the 2040 Metropolitan Transportation Plan. Clinton Road is identified as R-2303, a widening project from SR 1006 (Maxwell Road) to SR 1853 (John Nunnery Road). Right-of-way acquisition is already complete. For questions related to this comment, please contact Transportation Planning.

Thank you for doing business in Cumberland County!

If you need clarification of any conditions, please contact Betty Lynd at 910-678-7603 or Hope Page at 910-678-7602 with the Land Use Codes Section; otherwise, contact the appropriate agency at the contact numbers below.

Contact Information (Area Code is 910 unless otherwise stated):

Subdivision/Site Plan/Plat	Ed Byrne	678-7609	ebyrne@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
Town of Stedman:	Christy Horne (Town Clerk)	323-1892	chorne.tos@ncrrbiz.com
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	hair@usacr.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	susan_miller@fws.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Street Naming/Signs:	Diane Shelton	678-7665	nameit2@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
Transportation Planning:	Katrina Evans	678 7614	kevans@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/4/2019

SUBJECT: CASE P19-13

BACKGROUND

Case P19-13: Rezoning of 1.00+/- acre from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation or to a more restrictive zoning district; located at 6647, 6651 & 6657 Parkton Road; submitted by Jerry L. & Mary King (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation or to a more restrictive zoning district at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation:

In Case P19-13, the Planning and Inspections Staff recommends approval of the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "farmland" at this location, the text of the plan states that A1A Agricultural is an applicable district under the "farmland" designation and further find approval of the request is reasonable and in the public interest because the use will be on a large rural parent tract and utilize buffering that will lessen any impact on the surrounding area and the district requested is in harmony with surrounding zoning and land uses.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P19-13, I move to approve the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “farmland” at this location, the text of the plan states that A1A Agricultural is an applicable district under the “farmland” designation and further find approval of the request is reasonable and in the public interest because the use will be on a large rural parent tract and utilize buffering that will lessen any impact on the surrounding area and the district requested is in harmony with surrounding zoning and land uses.

If the Board of Commissioners wishes not to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P19-13, I move to deny the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find this request (is/is not) consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “farmland” at this location; and further find that denial of the rezoning is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

ACTION MEMO

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant
Wade, Falcon & Godwin



CUMBERLAND
COUNTY
NORTH CAROLINA

Planning & Inspections Department

Joel Strickland,
Acting Director

Vacant,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

APRIL 4, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-13: Rezoning of 1.00+/- acre from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation or to a more restrictive zoning district; located at 6647, 6651 & 6657 Parkton Road; submitted by Jerry L. & Mary King (owners).

ACTION: Unanimously recommended approval of the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation or to a more restrictive zoning district at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** N/A; **Depth:** 429'+/-; **Adjacent Property:** Yes; **Current Use:** Farmland; **Initial Zoning:** RR – February 3, 1977 (Area 7); **Municipal Influence Area:** Hope Mills (20 year); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Gallberry Farm Elementary: 860/997; Gray's Creek Middle: 1200/1138; Gray's Creek High: 1470/1437; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** Yes; Hydric: Ra (Rains sandy loam); **Subdivision/Site Plan:** See Ordinance Related Conditions; **Average Daily Traffic County (2016):** 1,700 on SR 1118 (Parkton Road); **Highway Plan:** Parkton Road is identified as thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** RR- 2 lots/units, A1A- 1 lot/unit; **Minimum Yard Setbacks:** **RR:** Front yard: 30', Side yard: 15', Rear yard: 35'; **A1A:** Front yard: 50', Side yard: 20', Rear yard: 50'; The property owner has agreed to the ordinance related conditions; Surrounding Land Use: Residential (including manufactured homes) & farmland; Comprehensive Plans: **2030 Growth Vision Plan:** Rural Areas, **Southwest Cumberland Land Use Plan (2013):** Farmland.

MINUTES OF MARCH 19, 2019

Mr. Byrne presented the case information and photos.

In Case P19-13, the Planning and Inspections Staff recommends approval of the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation subject to the conditions within our packet and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "farmland" at this location, the text of the plan states that A1A Agricultural is an applicable district under the "farmland" designation

and further find approval of the request is reasonable and in the public interest because the use will be on a large rural parent tract and utilize buffering that will lessen any impact on the surrounding area and the district requested is in harmony with surrounding zoning and land uses.

Mrs. Epler confirmed that this case was just for rezoning.

Mr. Byrne stated that this was just for rezoning of a portion of the property.

Mr. Morris said he received a lot of calls on this and they were mostly regarding the new interchange that is going to be nearby.

Mr. Byrne indicated where the new interchange would be.

Mr. Morris said that there was no A1A in that area at all and some of the phone calls that he received wondered if this was going to be for trailers.

Mr. Byrne said that A1A is one acre where A1 is two acres.

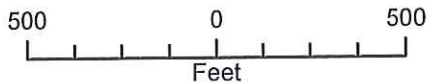
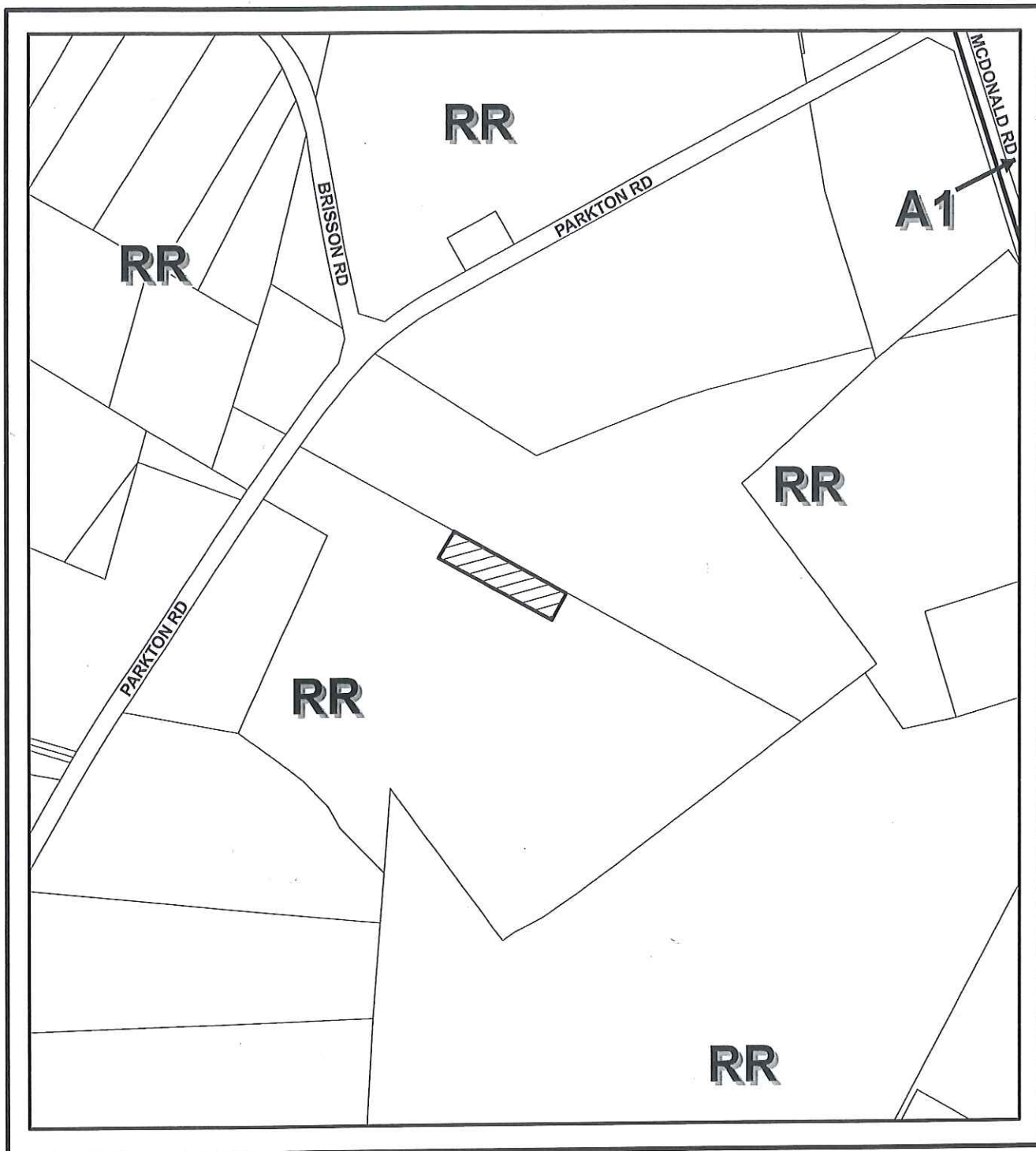
Mr. Morris said that there was no zoning like this in the area. The area allows for A1A under the plan, it's agricultural but it's smaller lot sizes.

Mrs. Epler stated that this was a conditional use and it's being approved for particular use only.

In Case P19-13, Mrs. Epler made a motion, seconded by Mrs. Wheatley to approve the rezoning from RR Rural Residential to A1A Agricultural/CZ Conditional Zoning for a kennel operation subject to the conditions within our packet and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "farmland" at this location, the text of the plan states that A1A Agricultural is an applicable district under the "farmland" designation and further find approval of the request is reasonable and in the public interest because the use will be on a large rural parent tract and utilize buffering that will lessen any impact on the surrounding area and the district requested is in harmony with surrounding zoning and land uses. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.



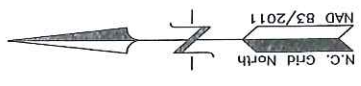
PORT. OF PIN: 0402-99-4221

REQUESTED REZONING RR TO A1A/CZ

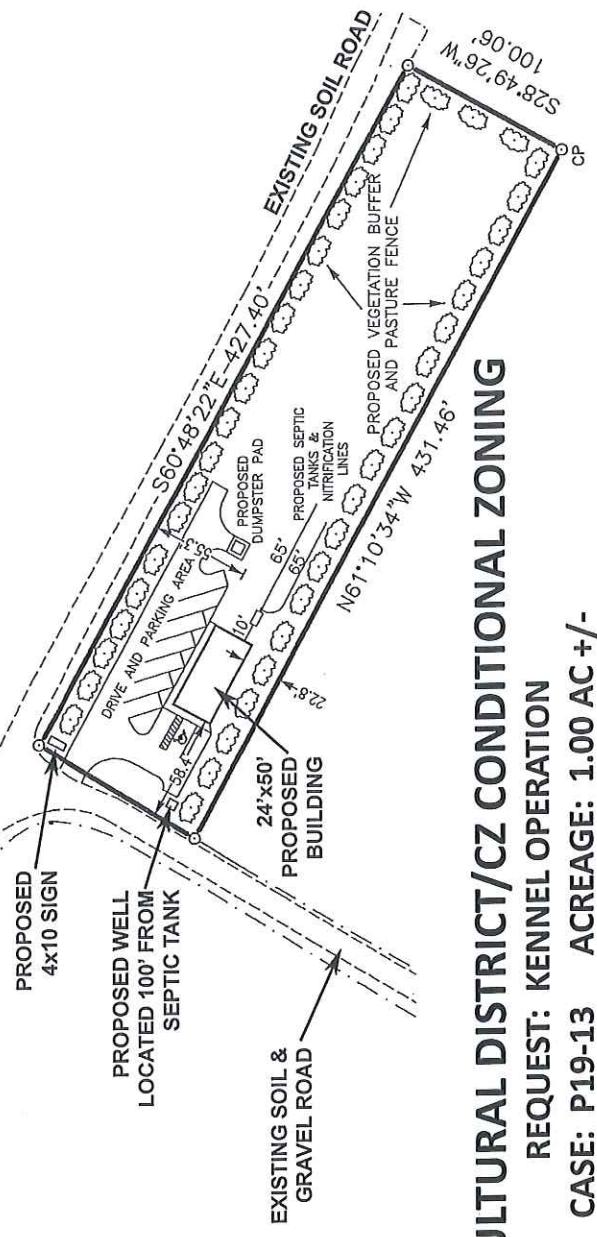
ACREAGE: 1.00 AC. +/-		HEARING NO: P19-13	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

LH

350'± TO BRISSON RD.
 (SR 1117)
 60' R/W
 (SR 1118)
 Parkion Road



FARM ROAD EASEMENT
 EXISTING SOIL & GRAVEL ROAD
 S61°10'34"E 590.45'



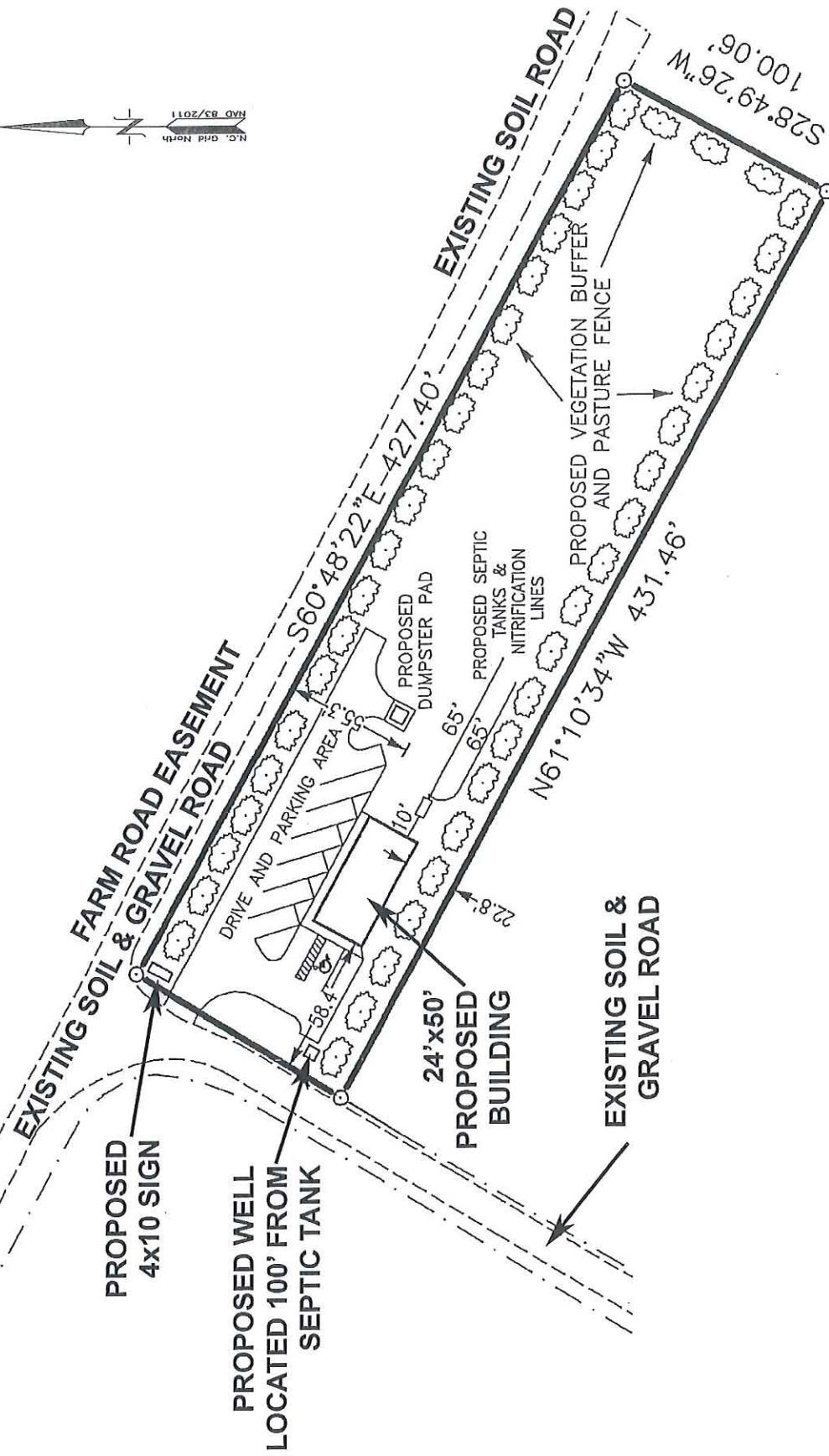
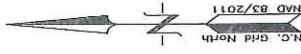
A1A AGRICULTURAL DISTRICT/CZ CONDITIONAL ZONING

REQUEST: KENNEL OPERATION

CASE: P19-13 ACREAGE: 1.00 AC +/-

PARKING: 7 SPACES SCALE: NTS

*SCALE DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST



A1A AGRICULTURAL DISTRICT/CZ CONDITIONAL ZONING

REQUEST: KENNEL OPERATION

CASE: P19-13 ACREAGE: 1.00 AC +/-

PARKING: 7 SPACES SCALE: NTS

*SCALE DETAILED SITE PLAN IN FILE AVAILABLE FOR REVIEW UPON REQUEST

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Monny A. Terry King
2. Address: 6651 Parkton RD Zip Code 28371
3. Telephone: (Home) 910 237 4523 (Work) 910 237 4523
4. Location of Property: lot to be rezoned
5. Parcel Identification Number (PIN #) of subject property: 0402994221
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 1 Frontage: 7/A Depth: 427
7. Water Provider: well Septage Provider: Septage
8. Deed Book 4620, Page(s) 235-238, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: hay
10. Proposed use(s) of the property: 69 kennels 20 Dogs

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes ☒ No ☐
12. Has a violation been issued on this property? Yes ☐ No ☒
13. It is requested that the foregoing property be rezoned FROM: rr

TO: (Select one)

- ☒ Conditional Zoning District, with an underlying zoning district of A1A
(Article V)
- ☐ Mixed Use District/Conditional Zoning District (Article VI)
- ☐ Planned Neighborhood District/Conditional Zoning District (Article VII)
- ☐ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

1/29 Kennel

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

1 ac non residential

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

See SITE plan.

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

See SITE plan.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

See SITE plan.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

See Site Plan.

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

Vegetation Buffer Seen on Site Plan.

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

N/A

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

✓ Jerry L & Mary E King
NAME OF OWNER(S) (PRINT OR TYPE)

6651 Parkton RD, Parkton NC 28371
ADDRESS OF OWNER(S)

910-237-4523
HOME TELEPHONE #

910-237-4523
WORK TELEPHONE #

Mary King
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

6651 Parkton RD, Parkton NC 28371
ADDRESS OF AGENT, ATTORNEY, APPLICANT

cowcutt@kay@yahoo.com
E-MAIL

910-237-4523
HOME TELEPHONE #

910-237-4523
WORK TELEPHONE #

[Signature]
SIGNATURE OF OWNER(S)

[Signature]
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

[Signature]
SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

A1A AGRICULTURAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions

*for
Kennel Operation*

Pre- Permit Related:

1. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.

[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

2. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

Note: This condition includes obtaining the Health Department's approval for the method of removal of dog waste.

Permit-Related:

3. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)
4. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]
5. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

Change of use of subject properties shall require an approved Driveway Permit. Permits **MUST** be secured prior to the change or alteration of existing or proposed property use. Failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense. For additional information contact the Division 6/District 2 office.

In the event that a structure (house) is built by a contractor for commercial gain and/or if property changes ownership from existing owner to builder, an approved Driveway Permit must be secured.

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and \$25.00 revision fee) must be submitted for staff review and approved prior to permit application.

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.
[§ 136-18(29), NCGS]

6. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)
7. The County Health Department must approve water plans. Lots not served by public water system is required to be large enough and of such physical character to comply with the Health Department's minimum standards. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)
8. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

9. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the A1A Agricultural/CZ Conditional Zoning for a kennel operation zoning district must be complied with, as applicable.
10. This conditional approval is not approval of the permit for any freestanding signs. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)
11. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
12. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
13. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
14. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

15. An internal street system will be required by the NC Department of Transportation (NCDOT) to serve any future divisions of the parent tract. [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]
16. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.

17. A solid buffer must be provided and maintained along the side and rear property lines where this tract/site abuts RR Rural Residential in accordance with the provisions of Section 1102 G, County Zoning Ordinance (Note: Chain link fencing cannot be used to satisfy the buffer requirement.)
18. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
19. All required off-street parking spaces are required to be a minimum of 9' x 20'. A minimum of four off-street parking spaces is required for this development. (Art. XII, County Zoning Ord.)
20. The Noise Regulations of the County Code Chpt. 9.5, Art. II are to be complied with.
21. The required shelter shall be fully enclosed on three sides, roofed, and have a solid floor.
22. Chain link, farm or any other type of open fencing used for the kennel operation must not be located between the required buffer (vegetative and/or solid fencing) and the common property line with the adjacent property.

Advisories:

23. There may be wetlands located in the project area that are subject to the permit requirements of Section 404 of the Clean Water Act. To avoid a violation of federal and/or state law, it is recommended the developer contact the Office of the Army Corp of Engineers or hire an environmental consultant to identify and delineate any wetlands in the project area prior to construction. A Section 404 permit will be required if the applicant needs to fill wetlands and the permit must be obtained prior to any construction on this site.
24. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
25. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
26. The US Postal Service most likely will require this development to have centralized cluster boxes for postal service to each lot or unit. The developer is advised contact the US Postal Growth Coordinator for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If the cluster box location requires changes to the subdivision or site plan, a revised preliminary/plan must be submitted to the Planning & Inspections Department for review and approval.
27. The subject property lies on Parkton Road. Parkton Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. For questions related to this comment, please contact Transportation Planning.
28. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

Thank you for doing business in Cumberland County!

If you need clarification of any conditions, please contact Betty Lynd at 910-678-7603 or Hope Ward Page at 910-678-7602 with the Land Use Codes Section; otherwise, contact the appropriate agency at the contact numbers below.

Contact Information (Area Code is 910 unless otherwise stated):

Subdivision/Site Plan/Plat	Ed Byrne	678-7609	ebyrne@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
County Health Department:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Ground Water Issues:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us

US Postal Service	Jonathan R. Wallace	(704) 393-4412	jonathan.r.wallace@usps.gov
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	hair@usacr.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	susan_miller@fws.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
Transportation Planning:	Katrina Evans	678 7614	kevans@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/4/2019

SUBJECT: CASE P19-14

BACKGROUND

Case P19-14: Rezoning of 3.70+/- acres from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail District/CZ Conditional Zoning for trades contractor activities or to a more restrictive zoning district, located at 4732 US Hwy 301 South; submitted by Doris H. Bullock (owner) & Tim Evans on behalf of Longleaf Properties, LLC (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail District/CZ Conditional Zoning for trades contractor activities at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation:

In Case P19-14, the Planning and Inspections Staff recommends approval of the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contractor activities subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "light commercial" as defined in the Land Use Policies Plan (2009), already has some existing heavy commercial zoning on the parcel and would serve as a transition between the existing heavy commercial and established residential areas; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the surrounding existing land uses and zoning and approval of this request will allow the entire subject property to be zoned the same district.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the

following motion is appropriate:

MOTION:

In Case P19-14, I move to approve the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contractor activities subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find:

- a. The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for “light commercial” as defined in the Land Use Policies Plan (2009), already has some existing heavy commercial zoning on the parcel and would serve as a transition between the existing heavy commercial and established residential areas;
- c. And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the surrounding existing land uses and zoning and approval of this request will allow the entire subject property to be zoned the same district.

If the Board of Commissioners wishes not to follow the recommendation of the Planning Board and Planning Staff in this case, the following motion is appropriate:

MOTION:

In Case P19-14, I move to deny the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contractor activities subject to the conditions stated in the minutes of the meeting of Planning Board included within our packet and find this request is not consistent with the adopted Southwest Cumberland Land Use Plan (2013) which calls for “medium density mixed housing” at this location; and further find that denial of the rezoning is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

ACTION MEMO

Type

Backup Material

Charles Morris,
Chair
Town of Linden

Diane Wheatley,
Vice-Chair
Cumberland County

Jami McLaughlin,
Town of Spring Lake
Harvey Cain, Jr.,
Town of Stedman

Vacant
Wade, Falcon & Godwin



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

Planning & Inspections Department

Joel Strickland,
Acting Director

Vacant,
Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

APRIL 4, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-14: Rezoning of 3.70+/- acres from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail District/CZ Conditional Zoning for trades contractor activities or to a more restrictive zoning district, located at 4732 US Hwy 301 South; submitted by Doris H. Bullock (owner) & Tim Evans on behalf of Longleaf Properties, LLC (agent).

ACTION: Unanimously recommended approval of the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail District/CZ Conditional Zoning for trades contractor activities at the March 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 652'+/- on US Hwy 301 South; **Depth:** 407'+/-; **Adjacent Property:** None; **Current Use:** Residential; **Initial Zoning:** R6A & C3 – February 3, 1977 (Area 7); **Municipal Influence Area:** Hope Mills; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Gallberry Farm Elementary: 860/997; South View Middle: 900/665; South View High: 1800/1631; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** Yes; Hydric: TR (Torhunta and Lynn Haven soils); **Subdivision/Site Plan:** See Ordinance Related Conditions; **Average Daily Traffic County (2016):** 15,000 on I-95 Bus/US Hwy 301 South; **Highway Plan:** US Hwy 301 South is identified as an expressway needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** R6A- 33 lots/34 units, MHP- 26 units; **Minimum Yard Setbacks: R6A:** Front yard: 25', Side yard: 10', Rear yard: 15'; **C2(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; **C3[C(P)]:** Front yard: 50', Side yard: 30', Rear yard: 30'; The property owner has agreed to all ordinance related conditions; Surrounding Land Use: Residential (including multi-family housing, manufactured homes & manufactured home park), shopping center, motor vehicle repair (3); Comprehensive Plans: **2030 Growth Vision Plan:** Urban Fringe, **Southwest Cumberland Land Use Plan (2013):** Medium Density Mixed Housing

MINUTES OF MARCH 19, 2019

Mr. Byrne presented the case information and photos.

In Case P19-14, the Planning and Inspections Staff recommends approval of the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contractor activities subject to the conditions within our packet and find: a) The

approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "light commercial" as defined in the Land Use Policies Plan (2009), already has some existing heavy commercial zoning on the parcel and would serve as a transition between the existing heavy commercial and established residential areas; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the surrounding existing land uses and zoning and approval of this request will allow the entire subject property to be zoned the same district.

There were people present to speak in favor and in opposition.

Public hearing opened.

Mr. Tim Evans spoke in favor. Mr. Evans stated he was present representing Doris Bullock, who was ill, her grandson is present, Sam Carroll, if the Board should have questions, and Tim Seally President and partner of DSI who currently has one hundred and eighty employees and is looking to reinvest their money in this area that is quickly changing. He is present if there are any questions. Mr. Evans gave a brief history of the property stating that it has been on the market for years and several companies have tried to sell it, he's had the property and has been trying to sell it for over five years. He was contacted by Mr. Seally who expressed an interest in purchasing the property which is why they were here tonight.

Mr. Sam Carroll declined to speak.

Mr. Ted Sarbaugh spoke in opposition. Mr. Sarbaugh stated that he owns Hog Country, who borders the subject property on the southern side of it. Mr. Sarbaugh stated that the road in front of the property does not service commercial property it's not even a paved road. Mr. Sarbaugh is concerned about commercial traffic on an unpaved narrow road, he feels there is too much commercial in the area for the unpaved road to support increased commercial traffic. He says until there is a plan to widen and pave the road to Department of Transportation (DOT) standards this is not a good idea.

Ms. Hall asked if the road being discussed was a service road.

Mr. Sarbaugh said it was a service road for Highway 301.

Mr. Evans spoke in rebuttal, he stated that DOT has an office within three hundred yards of the subject property, this contractor trade throws a lot of people off by the name, but the truth of the matter is the people that rent these places are electricians or plumbers and they don't keep equipment in a building it's brought to the job sight. These strips are popping up all over this County.

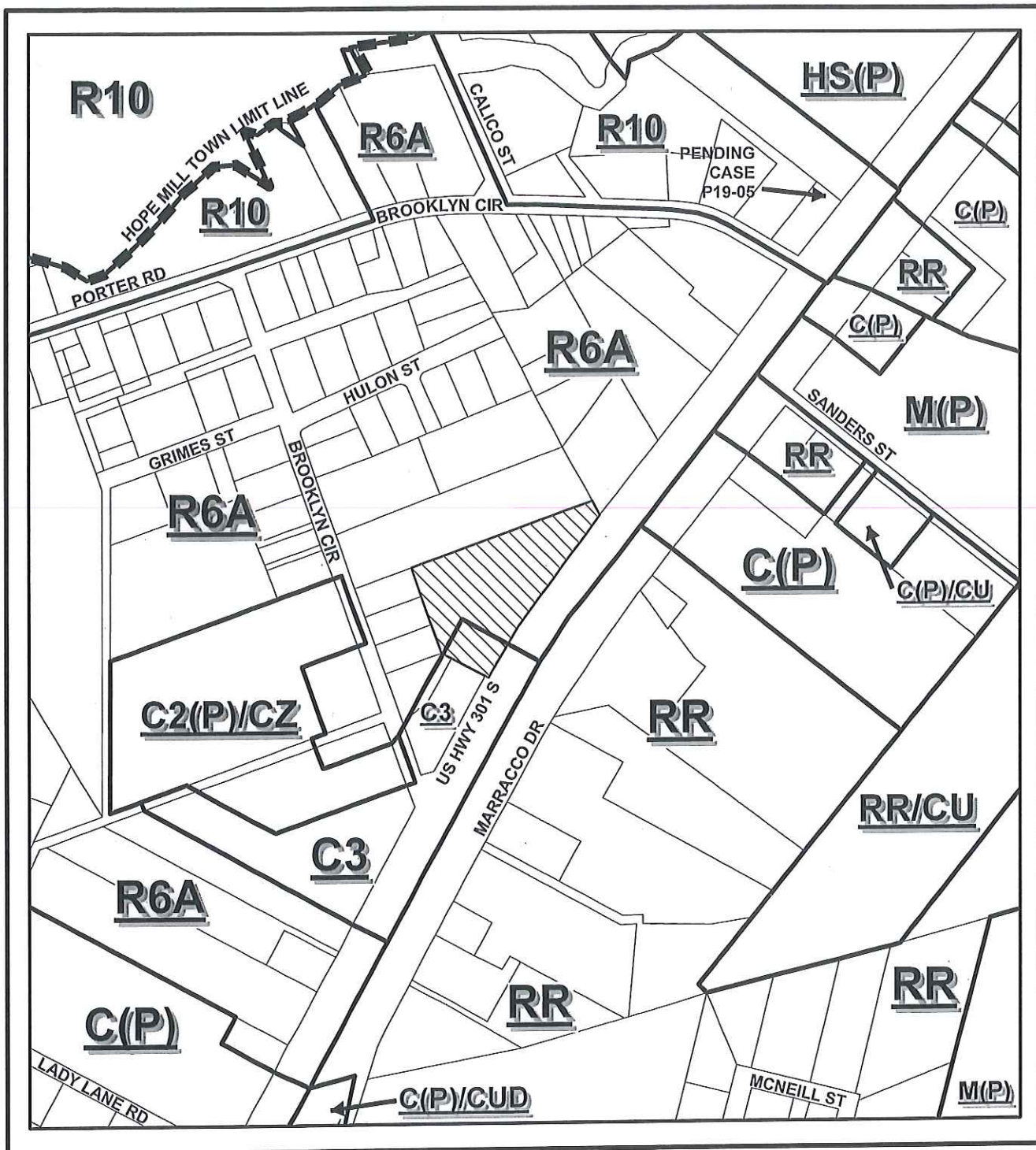
Public hearing closed.

Mrs. Epler said that she realizes that the road may not be in the best condition but that is a DOT problem and doesn't feel comfortable denying this property owner the same privilege that his neighbor's have had in developing his property and getting a maximum return on his investment. Also realizes that these flex spaces have two or three vehicles that park overnight employees leave in their personal cars and come back in the morning and take their commercial and leave and go out on the job site.

In Case P19-14, Mrs. Epler made a motion, seconded by Mrs. McLaughlin to approve the rezoning from R6A Residential & C3 Heavy Commercial to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contractor activities subject to the conditions within our packet and find: a) The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "light commercial" as defined in the Land Use Policies Plan (2009), already has some existing heavy commercial zoning on the parcel and would serve as a transition between the existing heavy commercial and established residential areas; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the surrounding existing land uses and zoning and approval of this request will allow the entire subject property to be zoned the same district. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.



REQUESTED REZONING R6A & C3 TO C2(P)/CZ

ACREAGE: 3.70 AC. +/-

HEARING NO: P19-14

ORDINANCE: COUNTY

HEARING DATE

ACTION

STAFF RECOMMENDATION

PLANNING BOARD

GOVERNING BOARD



PIN: 0423-29-8217

LH

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent DST Properties, LLC Tim Sealy
2. Address: 4732 S. US 301 Hwy Zip Code 28348
3. Telephone: (Home) 910-635-7981 (Work) _____
4. Location of Property: Hwy 301 South of Brooklyn, N.C.
5. Parcel Identification Number (PIN #) of subject property: 0423-29-8217
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 3.70 Frontage: 652.50 Depth: 174.00
7. Water Provider: P.W.C. Septage Provider: Septic
8. Deed Book 0320, Page(s) 655, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: none / small house (demo)
10. Proposed use(s) of the property: Tide Contracting

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes _____ No ✓
12. Has a violation been issued on this property? Yes _____ No ✓
13. It is requested that the foregoing property be rezoned FROM: R16-A ~~1652P~~

TO: (Select one)

- X Conditional Zoning District, with an underlying zoning district of C2P ✓
(Article V)
____ Mixed Use District/Conditional Zoning District (Article VI)
____ Planned Neighborhood District/Conditional Zoning District (Article VII)
____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

C2P - Trade Contracting

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

3.70 (all commercial)

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

See Site Plan

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

See Site Plan

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

See Site Plan

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

See Site plan

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

See Site plan

5. MISCELLANEOUS:

- List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

hrs.
M-F 8 to 5
no noise
no odor

16 employ.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Doris H. Bullock
NAME OF OWNER(S) (PRINT OR TYPE)

407 W. Court St. Dunn, N.C. 28334
ADDRESS OF OWNER(S)

Sold by Doris @ yphoo . com .
E-MAIL

910-491-9310
HOME TELEPHONE

WORK TELEPHONE

Doris H Bullock
SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

Longest Properties / Tim Evans
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

4239 Cameron Rd. N.C. 28300
ADDRESS OF AGENT, ATTORNEY, APPLICANT

910-273-5016
HOME TELEPHONE

WORK TELEPHONE

tim@longestproperties.com
E-MAIL ADDRESS

FAX NUMBER

[Signature]
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

C2(P) PLANNED SERVICE AND RETAIL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions *for* *Trades Contractor Activities*

Revision Required:

1. Three copies of a revised site plan and a \$25.00 revision fee is required to be submitted to Land Use Codes prior to the further processing of this plat/plan. The following must be addressed on the revised plat/plan:
 - a. Landscaping must be provided in accordance with Section 1102 N, Landscaping, County Zoning Ordinance and/as shown on the site plan. The following are the minimum standards for the required landscaping of this site:
 - 1) Thirteen large shade trees or twenty-six small ornamental trees within the front yard setback area along US HWY 301 South; and
 - 2) Five ornamental trees and forty-eight shrubs are required in the building yard area.
 - 3) One large shade trees or three small ornamental trees are required within the parking area.

In addition:

1. Required plant materials shall be maintained by the property owner, including replacing dead or unhealthy trees and shrubs; and
2. All yard and planting areas shall be maintained in a neat, orderly, and presentable manner and kept free of weeds and debris.

Pre- Permit Related:

2. Prior to use of the land area within the recorded 20' alley shown on Plat Bk. 22, pg. 4, a formal street closing must be processed and approved. **Note: The street closing must be processed by the County Attorney's Office. A new recombination plat as required by Condition #3 will be required to be recorded upon approval of the street closing by the Cumberland County Board of Commissioners.**
3. A recorded plat is required prior to permit application, see Plat-Related conditions below. [Sec. 4-8(b)(7), County Code]
4. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.
[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

5. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

Permit-Related:

6. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)
7. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]
8. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

Change of use of subject properties shall require an approved Driveway Permit. Permits MUST be secured prior to the change or alteration of existing or proposed property use. Failure to secure required permits prior to construction or change in property usage may result in the removal of the driveway or street connections at the property owner's expense. For additional information contact the Division 6/District 2 office.

In the event that a structure (house) is built by a contractor for commercial gain and/or if property changes ownership from existing owner to builder, an approved Driveway Permit must be secured.

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and \$25.00 revision fee) must be submitted for staff review and approved prior to permit application.

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.
[§ 136-18(29), NCGS]

9. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)
 10. Prior to application for the Certificate of Occupancy, connection to public water is required, the Public Works Commission (PWC) must approve water plans. A copy of the PWC approval must be provided to Code Enforcement. Contact Sam Powers with PWC for more information. (Section 2306 A, County Subdivision Ord. & Sec. 1403.I, County Zoning Ord.)
- Note: Due to an existing agreement between the PWC and the Town of Hope Mills, an annexation petition most likely will be required prior to the PWC's review of any utility plans. **Upon submission of the annexation petition the town most likely will require an engineer's sealed certification as to the guarantee of improvements. In addition, the town may require a bond or other financial guarantee as assurance that all required improvements will be properly installed.**
11. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

12. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the C2(P) Planned Service and Retail/CZ Conditional Zoning district for trades contractor activities zoning district must be complied with, as applicable.
13. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance

with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)

14. "(Service Road) I-95 Business/U.S. Hwy 301" must be labeled as "SR (1243) US Hwy 301 S" on all future plans. (Sec. 2203, County Subdivision Ord.)
15. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
16. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
17. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
18. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

19. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
20. A solid buffer must be provided and maintained along the side and rear property lines where this tract/site abuts R6A Residential in accordance with the provisions of Section 1102 G, County Zoning Ordinance (Note: Chain link fencing cannot be used to satisfy the buffer requirement.)

Note: By showing a solid privacy fence within the front setback as shown on the site plan, the property owner is requesting the Commissioners vary the ordinance requirement by allowing a solid fence within the front yard setback.

21. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
22. All required off-street parking spaces are required to be a minimum of 9' x 20'. A minimum of twenty-eight off-street parking spaces is required for this development. (Art. XII, County Zoning Ord.)
23. A minimum of one off-street loading spaces(s) measuring 12' x 25' with 14' overhead clearance must be provided for the commercial area. (Art. XII, County Zoning Ord.)
24. The Noise Regulations of the County Code Chpt. 9.5, Art. II are to be complied with.

Plat-Related:

25. The recombined parcel must be drawn with solid property lines with the bearing & distances, acreage and lot identifier must be reflected on the NAR recombination plat.
26. "(Service Road) I-95 Business/U.S. Hwy 301" must be labeled as "SR 1243 (US Hwy 301 S)" on the recombination plat. (Section 2203.C & D, County Subdivision Ord.)
27. Any/All easements must be reflected on the recombination plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.

28. A 25' right-of-way radius is required at all intersections and must be reflected on the recombination plat. (Section 2304.10.c, Street Design, County Subdivision and Development Ordinance)

Note: The property owner most likely will be required to provide a copy of a recorded plat and deed conveying to the NCDOT that portion of the subject property located within or to be located within the right-of-way at the time of driveway permit application.

29. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the recombination plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance)
30. The recombination plat must be submitted to Land Use Codes for review and approval for recording with the County Register of Deeds, and the plat must be recorded prior to any permit application for any structure and/or prior to the sale of any lot or unit within this development.
31. The developer should be aware that any addition and/or revision to this plat may require an additional review and approval by the Planning & Inspections Department prior to submission for final plat approval of any portion of this development.

Plat-Required Statements:

32. Since this development does not have public sewer, the following disclosure statement is required to be provided on the final plat (Section 2504 C, On-Site Water and/or Sewer Disclosure, County Subdivision and Development Ordinance):

"The individual lots in this development do not have public sewer services available, and no lots have been approved by the Health Department for on-site sewer services at the date of this recording."

33. All structures shall be shown on the recombination plat or the recombination plat shall reflect the following statement (Section 2504 D, County Subdivision and Development Ordinance):

"Nonconforming structures have not been created by this recombination plat."

Advisories:

34. The applicant is advised to consult an expert on wetlands before proceeding with any development.
35. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
36. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
37. The US Postal Service most likely will require this development to have centralized cluster boxes for postal service to each lot or unit. The developer is advised contact the US Postal Growth Coordinator for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If the cluster box location requires changes to the subdivision or site plan, a revised preliminary/plan must be submitted to the Planning & Inspections Department for review and approval.
38. The subject property sits on US Hwy 301 South and is identified as an expressway needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. For questions related to this comment, please contact Transportation Planning.
39. The developer's subsequent application for permits upon receipt of these conditions of approval constitutes the developer's understanding and acceptance of the conditions of approval for this development.
40. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

Other Relevant Conditions:

41. The owner/developer be aware that every deed created for a lot being served by an on-site or sewer system must contain the following disclosure when filed with the County Register of Deeds:

“Public sewer services are not available as of the date of the recording of this deed. On-site sewer disposal systems must be approved by the County Health Department.”

Thank you for developing in Cumberland County!

If you need clarification of any conditions, please contact Betty Lynd at 910-678-7603 or Hope Page at 910-678-7602 with the Land Use Codes Section; otherwise, contact the appropriate agency at the contact numbers below.

Contact Information (Area Code is 910 unless otherwise stated):

Subdivision/Site Plan/Plat	Ed Byrne	678-7609	ebyrne@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
County Health Department:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Ground Water Issues:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
PWC:	Joe Glass	223-4740	joe.glass@faypwc.com
	Sam Powers	223-4370	sam.powers@faypwc.com
Town of Hope Mills:		424-4555*	
Town Clerk:	Jane Starling		jstarling@townofhopemills.com
Planner – Zoning Permits	Chancer McLaughlin		cmclaughlin@townofhopemills.com
US Postal Service	Jonathan R. Wallace	(704) 393-4412	jonathan.r.wallace@usps.gov
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	hair@usacr.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	susan_miller@fws.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
Transportation Planning:	Katrina Evans	678 7614	kevans@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov

*This is the main telephone number for the Town of Hope Mills; once connected, the caller will be directed to the various departments.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 4/10/2019

**SUBJECT: CONSIDERATION OF A LAND LEASE TO THE FEDERAL AVIATION
ADMINISTRATION**

BACKGROUND

There is an existing lease agreement between Cumberland County and the Federal Aviation Administration (FAA) for a 20 foot by 20 foot tract of land at Arnette Park for a low level wind shear alert sensor. This lease commenced on May 1, 2009 and will expire on April 30, 2019. County Administration did not receive the proposed lease in time to bring it to the Board's Special Agenda Session on April 11th and therefore Staff is bringing it as an Item of Business at the April 15th Regular Meeting.

A comparison of the lease terms follow here:

Current Term: 10 years	Proposed Term: 20 years
Current Rent: None	Proposed Rent: None

The presence of this type of navigational aid at this location is a benefit to the general flying public.

RECOMMENDATION / PROPOSED ACTION

Staff recommends consideration and approval of the proposed lease as submitted.

ATTACHMENTS:

Description	Type
Proposed FAA Lease Agreement	Backup Material
Current FAA Lease	Backup Material

LAND LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CUMBERLAND COUNTY, NC

**Lease No. 69435Z-19-L-00049
(FAY) LLWAS #6
Fayetteville, NC**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between Cumberland County, NC, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFASO-09-L-00079 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4-1 Premises (JAN 2017)

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

Commencing at an iron pipe found in the northwest corner of the County of Cumberland (Arnette Park) property as recorded in Deed Book 2622, Page 769, Plat Book 24, Page 51, as duly recorded in the Cumberland County Register of Deeds, also being the southeast corner of Grady Adams property as recorded in Deed Book 2608, Page 845, as duly recorded in the Cumberland County Register of Deeds, also being in the eastern margin Wilmington Hwy, SR 2337, being 150 feet in width; thence with the eastern margin of Wilmington Hwy, S 30°48'42" E, 100.87 feet to an iron rod set, the northwest corner of Ezzat S. Fam property as recorded in Deed Book 3056, Page 142, as duly recorded in the Cumberland County Register of Deeds, being the **Point of Beginning**; thence with the common line of Fam and County of Cumberland property, N 51°12'39" E, 25.00 feet to an iron rod set; thence leaving said line, S 30°48'42" E, 25.00 feet to an iron rod set; thence, S 51°12'39" W, 25.00 feet to an iron rod set in the margin of Wilmington Hwy; thence with the eastern margin of Wilmington Hwy, N 30°48'42" W, 25.00 feet to the **Point of Beginning**, containing 619 square feet, 0.014 acres, more or less.

The Location of the Low Level Windshear Alert System (LLWAS) facility described as Site number #6 as shown in Exhibit 1 – Easement Survey, attached hereto and made a part of this agreement.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on May 1, 2019 and continuing through September 30, 2039 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (No Cost) (JUL 2017)

The Government shall pay the Lessor no monetary consideration in form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new Lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.25 Quiet Enjoyment (OCT 1996)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback - Real Property by Reference (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from: (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent

subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

6.3.45 Contract Disputes - Real Property By Reference (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this Lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017) Not Applicable

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make

payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES – Not applicable

**SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS
CLAUSES – Not Applicable**

**SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES – Not
Applicable**

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH
CLAUSES – Not Applicable**

SECTION 9 - SECURITY CLAUSES – Not Applicable

SECTION 10 – CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, referencing to the Lease number, and be addressed as follows:

TO THE LESSOR:

County of Cumberland
Office of the County Attorney
P.O. Box 1829
Fayetteville, NC 28302-1829

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ-910
1701 Columbia Avenue
College Park, GA 30320

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

Cumberland County

By: _____

Print Name: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: _____

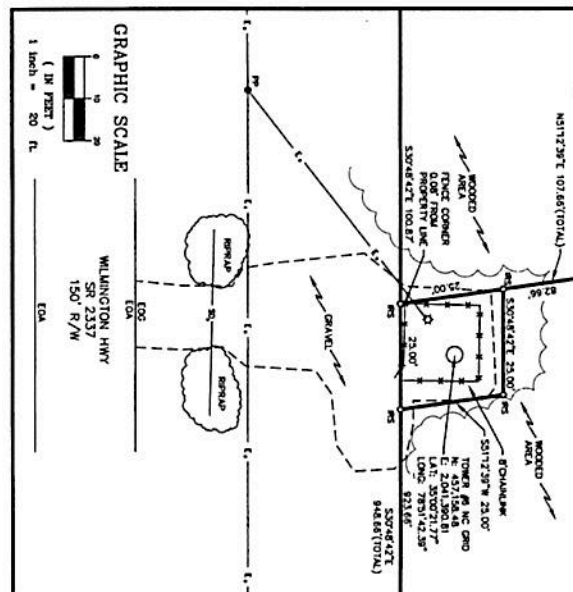
Title: Real Estate Contracting Officer

Date: _____

SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

Attachment/Exhibit List

Number	Title	Date	Number of Pages
1	Easement Survey	August 27, 2018	1



ORIGINAL

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

LAND LEASE OFF AIRPORT

Lease No: DTFASO-09-L-00079

Location: LLWAS #6 (Arnette Park) Fayetteville, North Carolina

THIS LEASE is hereby entered into by Cumberland County whose address is P.O. Drawer 1829, Fayetteville, NC 28302 hereinafter referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessors heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the "premises," viz:

A tract of land 20ft by 20ft. plot of land lying in and being part of the Cumberland County Arnette Park located at 2721 Elizabethtown Rd. as depicted on exhibit (A) drawing attached herto and made Part of this agreement.

A. Together with a right-of ways for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and /or telecommunication lines to the

Premises; and a right-of-way for subsurface power, communication and /or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government and acceptable to the Lessor.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased which alterations fixtures, additions, structures or signs so placed in or upon, or attached to the said premises including all underground tanks shall be and remain the property of the Government, and shall be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures or signs.

2. TERM (AUG-02) :

To have and to hold, for the term commencing on May 1, 2009 and Continuing through April 30,2019.

3. DAY-TO-DAY LEASE EXTENSION (AUG-02) :

The Government may continue to occupy the premises for not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 30 day period expires: (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued

by the end of the month has been fully paid.

4. CONSIDERATION (NO COST) (AUG-02):

The Government shall pay the Lessor no Monetary consideration in form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased.

5. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail, return receipt requested and mailed at least 30 days before the effective termination date.

6. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Governments use and enjoyment of said premises against third party claims.

7. NOTIFICATION OF CHANGE IN LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

9. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

**TO LESSOR: COUNTY OF CUMBERLAND
OFFICE OF THE COUNTY ATTORNEY,
P.O.DRAWER 1829
FAYETTEVILLE, NORTH CAROLINA
2830232247**

**TO GOVERNMENT: FEDERAL AVIATION ADMINISTRATION,
REAL ESTATE GROOUP, ASO-53
EASTERN SERVICE AREA,**

P.O. BOX 20636
ATLANTA, GA 30320

10a. CONTRACT DISPUTES (Nov. 03)

All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

10b. PROTEST (Nov. 03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14

C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

11. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any

kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

12. ASSIGNMENT OF CLAIMS (OCT-96):

Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

13. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

14. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

15. RESTORATION :

The Government shall surrender possession of the premises upon the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) day after such expiration or termination, or within such additional time as may be mutually agreed upon , either:

(a) Restore the premises to a as good Condition as that existing at the time of the Government's initial entry

upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1 (a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government.

(c) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

(d) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

16. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessors directly pertinent books, documents, paper, or other records involving transactions related to this contract.

17. LEASE SUCCESSION (AUG-02): This lease supersedes Lease No. **DTFA06-97-L-16788** and all other previous agreements between the parties for the leased property described in this document.

18. SIGNATURE BLOCK (AUG 02):

IN WITNESS WHEREOF, the parties hereto have signed their names:

LESSOR: Cumberland County

Jeannette M. Council Date: August 11, 2009
Jeannette M. Council, Chairman
(Signature)

WITNESS: Harvey W. Raynor III Date: August 11, 2009
Harvey W. Raynor III

UNITED STATES OF AMERICA:

Bettye Lottes Date: 8/27/09
Bettye Lottes
Real Estate Contracting Officer

Shirley A. Williams Date: 8/27/09
(Print Name)

WITNESS: Shirley A. Williams Date: 27 Aug 09

ORIGINAL

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
EASTERN LOGISTICS SERVICE AREA
ATLANTA, GEORGIA**

Supplemental Agreement No. 1
Lease No. DTFASO-09-L-00079
Facility: LLWAS #6
Location: Fayetteville, NC

THIS AGREEMENT, made and entered into this date by and between Cumberland County whose address is P. O. Drawer 1829, Fayetteville, NC 28302, hereinafter called the Lessor, and the United States of America, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW, THEREFORE, the parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective November 1, 2010 as follows:

Article 3 is deleted in its entirety, and the following is substituted therefore:

3. DAY-TO-DAY LEASE EXTENSION (AUG-02):

The Government may continue to occupy the premises for not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 day period expires; (2) a new lease commences; (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

All other terms and conditions of the agreement shall remain in force and effect.

LESSOR: CUMBERLAND COUNTY

BY: Kenneth S. Edge

TITLE: Chairman, Board of Commissioners

DATE: 12/20/10

U. S. DEPARTMENT OF TRANSPORTATION
Federal Aviation Administration

BY: Bettye Lottes
Bettye Lottes

TITLE: Real Estate Contracting Officer

DATE: 12/27/10



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DELORES TAYLOR, INTERIM DIRECTOR

DATE: 4/11/2019

SUBJECT: CONSIDERATION OF FUNDING AGREEMENT UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM WITH KINGDOM COMMUNITY DEVELOPMENT CORPORATION

BACKGROUND

Cumberland County Community Development is required to set aside at least 15 percent of its HOME Investment Partnerships Program (HOME) funds for specific projects to be undertaken by a private nonprofit, community-based organization called a Community Housing Development Organization (CHDO). The CHDO must meet certain requirements such as: maintaining a certain legal status, organizational structure, and capacity and experience. Over the years, Kingdom Community Development Corporation has served as the CHDO for Cumberland County and has been involved in expanding new affordable housing for both homebuyers and renters.

Attached is a copy of the Funding Agreement between Cumberland County and Kingdom Community Development Corporation to construct a townhouse duplex (2 units) on Chapel Hill Road in Spring Lake. HOME funds in the amount up to \$250,000 are available for construction of these units. Once construction is completed, the units will be rented to households with incomes at or below 80% of the area median income.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as an Item of Business on the April 15, 2019 Board of Commissioners' Meeting:

1. Approval of the Funding Agreement with Kingdom Community Development Corporation and signature by the Chair of the Board of Commissioners.

ATTACHMENTS:

Description	Type
Funding Agreement with Kingdom Development Corporation	Backup Material

**FUNDING AGREEMENT BETWEEN
CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
AND
KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

THIS AGREEMENT entered this 1st day of March, 2019 by and between Cumberland County (herein called the "County") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "CHDO").

WHEREAS, the County has received funds from the Department of Housing and Urban Development under the HOME Investment Partnership Program; and,

WHEREAS, the County wishes to engage the CHDO to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The CHDO will be responsible for administering HOME funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the "own, develop, or sponsor" requirement in 24 CFR Part 92.300.

1. Construction – Chapel Hill Road – HOME funds will be utilized for the construction of affordable rental housing consisting of one townhouse complex (2 units) on 320 / 324 Chapel Hill Road in Spring Lake, North Carolina.
2. Development of Other Eligible CHDO Projects. Any funds remaining from the CHDO set-aside, entitlement and match funds that are not used on the development of the project described above may be used by the CHDO to assist in the development of one or more eligible projects as the CHDO and the County may mutually agree in writing in an Addendum to this Agreement. The funds may be used to a) acquire and/or rehabilitate rental housing; b) newly construct rental housing; c) acquire and/or rehabilitate homebuyer properties; or d) newly construct homebuyer properties. It is understood that the CHDO will provide a specific working budget and realistic time table as it relates to acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage, identifying all sources and uses of funds and allocate HOME and non-HOME funds to activities. The CHDO will ensure that all activities conducted under this Agreement will comply with the project requirements in 24 CFR 92, subpart F and the affirmative marketing requirements in accordance with 24 CFR 92.351.

B. Property Standards

The CHDO will ensure that all properties acquired, improved, or constructed with HOME funds will meet the property standards identified in 24 CFR Part 92.251, the lead-based paint requirements in 92.355 and 24 CFR Part 35 upon completion of the project. In addition, the CHDO must construct all new homes using HUD's Energy Star Standards to lower utility bills, improve comfort, increase project value and reduce air pollution and improve the environment. The CHDO must also ensure that all projects be reviewed by an independent Energy Star Home Rater for each project completed as part of the certification process.

C. Performance Monitoring

The County will monitor the performance of the CHDO in accordance with the goals and performance standards required in the funding agreement. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the CHDO within thirty (30) days after being notified by the County, contract suspension or termination procedures will be initiated.

II. **TIME OF PERFORMANCE**

All construction shall be completed and any certificate of occupancy issued no later than April 30, 2020. A final accounting for the expenditure of all County funds shall be submitted no later than June 30, 2020. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. **PAYMENT OF EXPENSES**

A. **Project Expenses**

Project expenses shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by the CHDO on forms specified by the County, and adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD Integrated Disbursement Information System (IDIS) requirements. All such expenses shall be in conformance to the approved project budget. A budget revision and approval shall be required prior to payment of any expense not conforming to the approved project budget.

IV. **BANKING REQUIREMENTS**

The CHDO must maintain separate non-interest-bearing checking accounts for management of CHDO set-aside funds and project proceeds. The set-aside account should be called the HOME Investment Trust Account. The project proceeds account should be called the HOME Proceeds Account. In no way are these funds to be commingled with other resources/revenue of Kingdom Community Development Corporation.

V. **FUNDING TERMS**

A. **Project Development Costs**

The County will allocate \$250,000 in HOME entitlement funds (and required match) for the development of eligible HOME projects. These funds will be provided as a grant to the CHDO to assist in the development of eligible affordable housing projects, as further described in Paragraph I Scope of Services of this Agreement. The CHDO agrees to ensure that the properties acquired, improved, or constructed with HOME funds will meet the affordability standards as further described in Paragraph VIII.B of this agreement.

TOTAL CONTRACT AMOUNT: \$250,000

B. **Future HOME Set-Aside Funds**

Continued funding to the CHDO for HOME eligible projects will be evaluated on an annual basis.

VI. **PROCEEDS**

A. **Sale Proceeds**

1. **Grantee Share:** Thirty percent (30%) of the net sales proceeds from units developed or improved with HOME funds shall be returned to the Grantee. The CHDO shall return thirty percent (30%) of said proceeds to the Grantee within thirty (30) days from the date of closing.
2. **CHDO Share:** The CHDO shall retain seventy percent (70%) of the proceeds from the sale of any property developed or improved by the CHDO with HOME funds. The balance of the sales proceeds retained must be used for HOME eligible activities for low-income families, pursuant to 24 CFR 92.205 (Eligible Activities) and 24 CFR 92.206 (Eligible Project Costs) of the HOME Investment Partnership Program Final Rule. The CHDO further agrees that the proceeds derived from the sale of any property developed or improved by the CHDO with HOME funds shall be expended within 24 months after receipt on HOME eligible activities. All proceeds not expended 24 months after receipt will revert back to the County. All unused proceeds will be returned to the County within 30 days following termination of this agreement.

B. **Rental Proceeds**

The CHDO will retain all proceeds from the rental properties for the purpose of maintenance of the affordable housing units. The CHDO will provide annually an income expense pro forma for each year and in total during the affordability period of the rental project.

VII. NOTICES

Communications and details concerning this Agreement will be directed to the following contract representatives:

Delores (Dee) Taylor, Interim Director
Cumberland County Community Development
P.O. Box 1829
Fayetteville, NC 28302
(910) 323-6112
(910) 323-6114 FAX

James C. Manning, Executive Director
Kingdom Community Development Corporation
127 N. Main Street
Spring Lake, NC 28390
(910) 436-2426
(910) 436-2429 FAX

VIII. PROJECT REQUIREMENTS

- A. The CHDO will ensure that all activities undertaken meet the HOME funding requirements as spelled out in 24 CFR Part 92.
- B. The CHDO will take full responsibility for ensuring that housing assisted with HOME funds meets the affordability requirements of 24 CFR Part 92.252 (Qualifications as affordable housing: Rental Housing) and 24 CFR Part 92.254 (Qualifications as affordable housing: Homeownership), as applicable. The period of affordability is based on the amount of HOME funds invested in the property, as indicated below:

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per units amount of HOME funds: Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20
Homeownership Assistance Home Amount per unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

The CHDO will ensure that the properties continue to meet the affordability period by including a Declaration of Deed Restriction and Written Recapture Agreement in all documents transferring ownership of the property. If the project is owner-occupied, the CHDO shall ensure that any Promissory Notes and Mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the CHDO will monitor each unit for principal residency in compliance with 24 CFR 92.254(a)(3). If the property acquired/improved with HOME funds fails to meet the affordability period as described above, the County will implement its Recapture Provision, as further described in Exhibit A to this Agreement and incorporated herein by reference. If the property is sold through a lease-purchase agreement, the CHDO will ensure compliance with 24 CFR 92.254(a)(ii)(7).

- C. The CHDO agrees that the properties not sold to an eligible homebuyer within six months of construction completion by receiving a certificate of occupancy will be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units. The CHDO agrees to enforce the period of affordability in accordance with 24 CFR 92.252.

The County shall provide the CHDO with the initial rents to be charged. Any increase in initial rents and any subsequent increases during the time of term of the affordability period must be approved in writing by the County prior to implementation. The County reserves the right to reduce the contract rents in the event that the HOME Program Rent Limits are lowered during the term of affordability period. Gross rents must at all time remain below the maximum HOME Program Rent Limits established annually by HUD, as required pursuant to 24 CFR 92.252. If the CHDO does not meet the conversion and affordability requirements as stated, the CHDO shall be required to repay HOME funds.

- D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.
- E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8 HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.
- F. The CHDO will be responsible for complying with the provisions of this Agreement even when the CHDO designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement.
- G. The CHDO will comply with all lawful requirements of the County necessary to insure that the program is carried out in accordance with the CHDO's certifications including certifications of assumption of labor standards responsibilities outlined in 24 CFR Part 92.
- H. The employees, agents, or officials of the CHDO, including members of the governing body, who exercise any function or responsibility with respect to the program, or their immediate family members, during the tenure of the subject person or for one year thereafter, will have no direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. The same prohibition will be incorporated in all such contracts and subcontracts.
- I. The assistance provided under this Agreement will not be used by the CHDO to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs. No fees for these services will be paid until invoices are submitted by the CHDO and reviewed for approval by the Community Development Director.
- J. The CHDO will reimburse the County for any amount of HOME funds determined by the County to have been improperly expended.
- K. The CHDO will notify the County in writing of any changes in its 501(c)(3) tax exempt status throughout the specified period of affordability, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a CHDO as provided under 24 CFR Part 92. Any change in effective control of the ownership or management of the CHDO shall require prior written approval of the County. The CHDO will not be relieved of any of the requirements, duties or obligation of this Agreement unless the County consents in writing.
- L. The CHDO agrees to repay, remit or return to the County any amount of remaining HOME funds provided under this Agreement, if the County determines that the CHDO does not have the capacity to carry out its HOME program on schedule or in a timely matter. The CHDO will have thirty (30) days to cure identified deficiencies or to submit a plan of corrective action acceptable to Community Development. Upon failure of the CHDO to comply, the County will provide a written determination of capacity to the CHDO ten (10) days prior to any request to remit, return or repay the HOME funds.
- M. The CHDO must meet the per unit subsidy limits as required by 24 CFR 92.250.
- N. The CHDO will comply with the conditions of 24 CFR 92.257 regarding primary religious organizations.

IX. GENERAL CONDITIONS

A. General Compliance

The CHDO agrees to comply with the requirements of 24 CFR Part 92 [the HOME Investment Partnership Program (HOME)] as well as 24 CFR Part 570 [Community Development Block Grant CDBG) Program, if applicable. The CHDO also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The CHDO further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CHDO will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. As an independent contractor, the CHDO will comply with all legal requirements for payment of unemployment compensation, FICA, workers compensation insurance, and retirement, life and/or medical insurance as applicable for the CHDO's employees, and the County will have, and assumes, no responsibility or liability therefore.

C. Hold Harmless

The CHDO will hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the CHDO's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The CHDO will provide Workers' Compensation Insurance for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The CHDO will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The CHDO will comply with the bonding and insurance requirements of OMB Circular A-110.

F. Debarred / Suspended

The CHDO must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.

G. County Recognition

The CHDO will insure recognition of the role of the County in providing services through this contract. All activities, facilities and items utilized pursuant to this contract will be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds under this Agreement.

H. Amendments

The County or the CHDO may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such agreements will not invalidate this Agreement, nor relieve or release the County or CHDO from its obligations under this Agreement. The County may, at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by the written amendment signed by both County and CHDO.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this Agreement will,

at the option of the County, become the property of the County, and the CHDO will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The County may also suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the CHDO ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen percent (15%) of said contract funds until such time as the CHDO is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

J. Agency and Authority

The COUNTY hereby designates the Director of Cumberland County Community Development as its exclusive agent with respect to this Agreement. The Director is authorized, on behalf of the COUNTY, to negotiate directly with the CHDO on all matters pertaining to this Agreement. The CHDO agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement will be exclusively with the same Director. Further, the CHDO specifically agrees that it will not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The CHDO agrees to comply with 24 CFR 84.21 "Standards for Financial Management Systems" and 24 CFR Part 84, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The CHDO will administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The CHDO will maintain all records required by the Federal regulations specified in 24 CFR 92.508 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken are eligible under the HOME and CDBG programs;
- c. Records documenting long-term affordability;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME and CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME & CDBG program; and
- f. Financial records as required by 24 CFR Part 92 and 24 CFR Part 570, and 24 CFR Part 84.

2. Retention

The CHDO will retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for five (5) years after the CHDO has received final payment. Notwithstanding the above, if there is/are litigation, claims, audits, negotiations or other activities that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Property Records

The CHDO will maintain a real property inventory that identifies properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the affordability restrictions as specified in 24 CFR Part 92.252 or 92.254, as applicable.

4. Close Outs

The CHDO's obligation to the County will not end until all closeout requirements through the Integrated Disbursement and Information System (IDIS) are completed. Activities during this close-out period will include, but are not limited to, making final payments, tracking un-spent cash advances, proceeds balances, accounts receivable, and determining the custodianship of records.

5. Audits & Inspections

All CHDO records, including bank account documentation, with respect to any matters covered by this Agreement will be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted on audit reports must be fully cleared by the CHDO within 30 days after receipt by the CHDO. Failure of the CHDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CHDO hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning sub-recipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will pay the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with the activities described in Paragraph I Scope of Services of this Agreement and the following standards:

- a. **Payment of Expenses:** The CHDO will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the County for payment. The CHDO's Executive Director will submit all requests for payment with a cover memorandum consistent with the County's policy and the following source documentation:
- b. **Payroll Expenses:** All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the County) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the CHDO will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked, the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.
- c. **Other Expenses:** All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as the date and check number documenting payment of the expense by the CHDO (or a copy of the check will suffice). The invoice / receipt should indicate the date the expense was incurred, the name of the CHDO (if applicable), and the amount of the expense.
- d. **Documentation of Expenditure of Proceeds:** To document the expenditure of CHDO proceeds committed to the eligible HOME projects of this Agreement, the CHDO will submit copies of all invoices for eligible expenses paid from the CHDO proceeds. These copies will be submitted to the County within 30 days after payment of the expense. A cover memorandum should accompany the documentation indicating the name of the project that the expense was made for in accordance with this agreement.
- e. **Frequency:** The CHDO will submit requests for payment of eligible expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. The County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CHDO.

2. **Progress Reports**

- a. Monthly Report(s) - The CHDO will submit to the County on a monthly basis a Program Income Report. This report will include the program income, if applicable, (rents, fees, etc.) collected for the month, the expenses that were paid from that income; and the balance on hand. The report should also have attached copies of bills paid for eligible expenses as supporting documentation.
- b. Quarterly Reports - The CHDO will submit the following reports to the County on a quarterly basis:
 - (i) Project Inventory Report – This report will include the activities conducted to date to locate a project site, the number of units acquired/constructed, location of units acquired; the cost per unit, rehabilitation/construction costs, and the schedule for when the rehabilitation/construction will be completed and the unit leased/sold.
 - (ii) HOME Rental Project Activity Report for any project involving the acquisition or rehabilitation of rental housing;
 - (iii) Project Proceeds Report –This report details the amount of proceeds collected during the period, the amount currently on hand, and the amount expended on eligible home activities. This report should also include details on the nature of the expense and including copies of bills and/or invoices to document the expense.
 - (iv) Bank Statements showing all activity for the Project Proceeds bank account during the report period.
 - (v) Budget Activity Report.

All quarterly reports are due to the County by October 15th, January 15th, April 15th and July 15th. All monthly reports will be due to the County by the 15th of the month (i.e. July's report will be due August 15th).

3. **Project Set Up and Completion**

The CHDO will provide information to the County on the proposed activities of projects for set-up in IDIS, ten (10) days prior to CHDO obligation of any funds. The CHDO will provide project completion records to the County no later than fifteen (15) days after the final expenditure on the project has been made. The County will provide all required forms to the CHDO. The CHDO will spend its total allocation of HOME funds on eligible housing activities by the end of the fifth year or less after its project has been entered into IDIS or it must remit the remaining funds to the United States Treasury.

D. **Procurement**

1. **Compliance**

The CHDO will comply with current County policy concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets, including but not limited to, unexpended proceeds, will revert to the County upon termination of this contract. If this Agreement is terminated during the first twelve (12) months, all personal property acquired with HOME funds will revert to the County.

2. **OMB Standards**

The CHDO will procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and will subsequently follow Subpart C, Sections .30-.37, Property Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

E. **Other Program Requirements**

The CHDO agrees to comply with the following requirements of 24 CFR Part 92, Subpart H:

1. The federal requirements regarding nondiscrimination established in 24 CFR 92.350;
2. If the project contains five (5) or more HOME assisted units, the CHDO agrees to comply with the Affirmative Marketing responsibilities as enumerated by the County in accordance with 24 CFR 92.351;
3. Any displacement, relocation, and acquisition requirements imposed by the County consistent with 24 CFR 92.353;
4. The employment and contracting requirements in 24 CFR 92.354;

5. The conflict of interest provisions prescribed in 24 CFR 92.356(f); and
6. The consultant activities provision prescribed in 24 CFR 92.358.

XI. MISCELLANEOUS

A. Merger Clause

This Agreement, including the exhibits and attachments made herein, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

B. Non-appropriation Clause

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the CHDO written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program.

C. Environmental Review Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

D. Iran Divestment Act Certification

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E. E-Verify

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: _____
Clerk to the Board of
County Commissioners

By: _____
JEANETTE COUNCIL, Chair Date

[OFFICIAL SEAL]

ATTEST:

KINGDOM COMMUNITY
DEVELOPMENT CORPORATION

By: Mary H. King
Secretary

By: Billy R. King 3/14/17
BILLY R. KING, Chairman Date

[SEAL]

PRE-AUDIT CERTIFICATE:

This instrument has been pre-audited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Finance Director Date

By: _____
County Attorney's Office Date
Agreement Expires:
(X) Renewable
() Non-Renewable

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State, do hereby certify that _____, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that _____ is the duly appointed _____; that the seal affixed to the foregoing Agreement is the Official Seal of the Board; that said _____ is duly authorized to enter into this Agreement on behalf of said Board and that _____ signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Board; all by its authority duly granted; and that said _____ acknowledged the said Agreement to be the act and deed of the _____.

WITNESS my hand and notarial seal this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Isaceli De Jesus, a Notary Public of the County and State aforesaid, certify that Mary H. King, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 14 day of March, 2019.

Isaceli De Jesus
Notary Public Isaceli De Jesus

My Commission Expires: 10/05/19

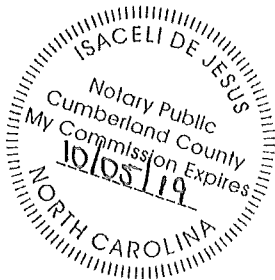


EXHIBIT A

CUMBERLAND COUNTY COMMUNITY DEVELOPMENT RECAPTURE PROVISION

Recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR Part 92.254(a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that the net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

EXHIBIT B

SUPPLEMENTAL GENERAL CONDITIONS

- 01 CONFLICT OF INTEREST: Interest of Members, Officers, or Employees of the Recipient, Members of Local Government Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, are direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 02 LEGAL REMEDIES PROVISION: Pursuant to 24 CFR 85.43 contracts shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where subgrantees violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.
- 03 TERMINATION PROVISION: Pursuant to 24 CFR 85.44 contracts shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the subgrantee.
- 04 NONDISCRIMINATION CLAUSE – SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
- 05 AGE DISCRIMINATION ACT OF 1975, AS AMENDED NONDISCRIMINATION ON THE BASIS OF AGE: No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.
- 06 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED – NONDISCRIMINATION ON THE BASIS OF HANDICAP: No qualified handicapped person shall, on the basis of handicap be excluded from participation in; be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 07 EXECUTIVE ORDER 11246 CLAUSE: During the performance of this contract, the subgrantee agrees as follows:
- 1) The subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national

origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2) The subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The subgrantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the subgrantee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The subgrantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The subgrantee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6) In the event of the subgrantee's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the subgrantee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The subgrantee will include the provisions of paragraphs 1) through 7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subgrantee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the even the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

08

SECTION 3 CLAUSE: "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower

residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with the requirements.
- c. The subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contract will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The subgrantee will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subgrantees and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as specified by 24 CFR 135.

09 COPELAND "ANTI-KICKBACK" ACT PROVISION: As stated in Attachment O – Circular No. A-102. 14.d.:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 US 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee shall report all suspected or reported violations to the grantor agency.

This material is presented in the Labor Standard Handbook 6500.3, Exhibit 14. These provisions should be contained in each bid document and referenced in each contract.

10 DAVIS-BACON ACT PROVISION: The subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and as further outlined in form HUD-4010; the provisions of Contract Work Hours and Safety Standards Act,

the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c); and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subgrantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The subgrantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers and ensure that all workers associated with the contract are paid the prevailing wage in accordance with the Department of Labor Wage Determination Number **NC190010 (or most recent)**. If wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the subgrantee of its obligation, if any, to required payment of the higher wage. The subgrantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph."

11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION: As stated in 24 CFR 85.36:

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 – 1 / 2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

This material is presented in the Labor Standards Handbook 6500.3, Exhibit 14. These provisions should be contained in each bid document and referenced in each contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Subgrantee, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations contained in 29 CFR Parts 3, 5, and 5a. Under Section 103 of the Act, the subgrantee and any of subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week. Section 5 of the Federal Labor Standards Provision, HUD

Form 4010 and 4010.1 attached and incorporated herein, sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no labor or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market.

- 12 ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE: In general, all official project records and document must be maintained during the operation of this project and for a period of four years following close-out in compliance with 24 CFR 570.502(a)(16).

The North Carolina Department of Commerce – Division of Community Assistance, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

- 13 CLEAN WATER, CLEAN AIR, E.O. 11738 AND EPA REGULATIONS PROVISIONS:
Compliance with Air and Water Acts. This agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
The subgrantee and any of its subcontractors for work funded under this Agreement which is in excess of \$100,000 agree to the following requirements:

1. A stipulation by the subgrantee or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the subgrantee to comply with the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the subgrantee that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring that the subgrantee will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 14 LEAD-BASED PAINT CLAUSE: The subgrantee is hereby specifically made aware of the HUD Lead Based Paint regulations at 24 CFR 570.608 and 24 CFR Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this

contract involves residential structures, the subgrantee will comply with the lead-based paint regulations.

15 LOBBY CLAUSES: Required by Section 1352, Title 31, U.S. Code

No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements.

If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16 PROGRAM INCOME: The use of program income by subgrantee shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, subgrantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. The County may require remittance of unused program income at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be identified and shall be remitted promptly to the Grantee.

17 REVERSION OF ASSETS: Subgrantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in accordance with 24 CFR Parts 570.503(b) (7).

18 RECORDS AND REPORTS: Subgrantee shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/12/2019

SUBJECT: TRANSPORTATION ADVISORY BOARD (4 VACANCIES)

BACKGROUND

The Transportation Advisory Board has the following four (4) vacancies:

County DSS Director or Designee:

Lisa Chance – completed second term. Not eligible for reappointment. The Transportation Advisory Board recommends **Kristin Bonoyer**. (See attached)

At-Large Representatives:

Anne Morrison – completed second term. Not eligible for reappointment. The Transportation Advisory Board recommends **Mike Rutan**. (See attached)

Kenneth Washington – completed second term. Not eligible for reappointment. The Transportation Advisory Board recommends **Dorothy Harris**. (See attached)

Joel Strickland – Resigned from this position.

The Transportation Advisory Board recommends **Veronica Pierce**. (See attached)

I have attached the current membership list and applicant list for this board.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the four (4) vacancies above.

ATTACHMENTS:

Description

Transportation Advisory Board Nomination Backup Information

Type

Backup Material

Transportation Advisory Board

The Transportation Advisory Board (TAB) is the County Commissioner-approved advisory board for the Community Transportation Program in Cumberland County. The organizational purpose of the TAB is to be a liaison between the Transportation Program Coordinator, the County Commissioners, and the public receiving service, to ensure that the transportation-related needs of the citizens of Cumberland County are and will continue to be met.

Member Specifications:

17 Members with Specific Categories

- City of Fayetteville Representative
- Urban Transit Provider Representative
- Mid-Carolina Council of Governments Director or Designee
- County DSS Director or Designee
- DSS Work First Representative
- Workforce Development Center Director or Designee
- Sheltered Workshop Director or Designee
- Aging Programs Representative
- County Mental Health Director or Designee
- Emergency Medical Services Representative
- County Representative
- County Planning Department Director or Designee
- County Health Director or Designee
- Private Transportation Provider Representative
- Vocational Rehab Director or Designee
- Private Citizen
- At-Large Representatives

Term: 2 Years

Compensation: None

Duties:

- Provides a safe, dependable, accessible and affordable transportation program for elderly and disabled Cumberland County residents in order to enhance their quality of life;
- Allocates funds received through the ROAP Grant to local agencies providing transportation to the elderly, disabled and rural residents of Cumberland County;
- Oversees the official actions of the Community Transportation Program and ensures that Federal and State requirements are met.

Meetings: Second Tuesday of the first month in the quarter, (January, April, July, and October) at 10:00 AM.

Meeting Location: Historic Cumberland County Courthouse 2nd Floor, Room 3 130 Gillespie Street Fayetteville, NC

Adolphus Thomas
Chairman

Nedra Clayborne Rodriguez
Vice Chairman



Ifetayo Farrakhan
Transportation Coordinator

130 Gillespie Street
Fayetteville, NC 28301
910-678-7624

ifarrakhan@co.cumberland.nc.us

CUMBERLAND COUNTY
TRANSPORTATION ADVISORY BOARD

April 3, 2019

MEMORANDUM

TO: Kellie Beam, Deputy Clerk to the Board
FROM: Ifetayo Farrakhan, Transportation Program Coordinator
SUBJECT: TAB Member Nominations

The Transportation Advisory Board voted unanimously at their April 2, 2019 meeting to accept the following new member appointments:

Kristin Bonoyer – County DSS Director or Designee
Mike Rutan – RPO/At-Large Representative
Dorothy Harris – Transit User/At-Large Representative
Veronica Pierce - At-Large Representative

The Transportation Advisory Board is still working on recommendations for the following positions: Urban Transit Provider Representative, Vocational Rehab Representative

If you have any questions or need any additional information, please contact me.

TRANSPORTATION ADVISORY BOARD

2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>City of Fayetteville Representative</u>				
Adolphus Thomas 820 Our Street Fayetteville, NC 28314 364-8515/433-1935	3/19	2nd	Nov/20 11/30/20	No
<u>Urban Transit Provider Representative</u>				
VACANT (Vacated by J. Roper)	11/16	2nd	Nov/18 11/30/18	No
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
<u>Mid-Carolina Council of Governments Director or Designee</u>				
Tracy Honeycutt Mid-Carolina Council of Governments 5575 Lockridge Road Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	11/17	1st	Nov/19 11/30/19	Yes
<u>County DSS Director or Designee</u>				
VACANT (Vacated by L. Chance)	11/16	2nd	Nov/18 11/30/18	No
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
<u>DSS Work First Representative</u>				
Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	11/17	1st	Nov/19 11/30/19	Yes
<u>Workforce Development Center Director or Designee</u>				
Nedra Rodriguez 4112 Bent Grass Drive Fayetteville, NC 28312 306-1216/678-7676 nrodriguez@co.cumberland.nc.us	3/19	1 st full term	Nov/20 11/30/20	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Vocational Rehab Representative</u>				
VACANT (Vacated by E. Morales)	6/16	1st	Nov/18 11/30/18	Yes
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
<u>Sheltered Workshop Director or Designee</u>				
Dwayne D. Beason Sr. 5801 Rivercroft Rd Fayetteville, NC 28304 424-7170/751-3782	3/19	1 st full term	Nov/20 11/30/20	Yes
<u>Aging Programs Representative</u>				
Kenneth Dye 291 Steamboat Court Fayetteville, North Carolina 28314 308-6609/484-0111	11/17	2nd	Nov/19 11/30/19	No
<u>Mental Health Representative</u>				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 491-4816/536-3886	3/19	1st	Nov/20 11/30/20	Yes
<u>Emergency Medical Services Representative</u>				
Suzanne King 3840 Goforth Drive Hope Mills, NC 28348 916-8024/615-3430 SEDWA5@CAPEFEARVALLEY.COM	3/19	2nd	Nov/20 11/30/20	No
<u>County Planning Department Director or Designee</u>				
Joel Strickland 1329 Baywood Road Fayetteville, NC 28312 910-853-8975 jstrickland@co.cumberland.nc.us	3/19	1st	Nov/20 11/30/20	Yes
<u>County Health Director or Designee</u>				
Sharon Batten 2260 Dockvale Drive Fayetteville, NC 28306 424-6559/797-8773/433-3741 sharonebatten@hotmail.com	11/17	1st	Nov/19 11/30/19	Yes

Transportation Advisory Board, page 3

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>At-Large Representatives</u>				
VACANT (Vacated by A. Morrison)	11/16	2nd	Nov/18 11/30/18	No
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
VACANT (Vacated by K. Washington)	11/16	2nd	Nov/18 11/30/18	No
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
VACANT (Vacated by J. Strickland)	11/16	2nd	Nov/18 11/30/18	No
<i>*TAB is working on a recommendation as of 2/13/19*</i>				
Dawn McNair 2210 Hackney Loop Fayetteville NC 28304 910-677-2529	3/19	2nd	Nov/20 11/30/20	No
<u>MPO Representative</u>				
Katrina Evans 1912-C United Drive Fayetteville, NC 28301 551-6424/678-7614 kevans@co.cumberland.nc.us	3/19	1st	Nov/20 11/30/20	Yes
<u>Dialysis Center Representative</u>				
Nkechi Kamalu 105 Shadow Oak Lane Fayetteville, NC 28303 487-2177/850-3501/482-3491 nkemeg@yahoo.com	3/19	1st	Nov/20 11/30/20	Yes

**Board was created by the Commissioners on 11/6/00.

Meetings: Second Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June.

Location: Historic Courthouse, Courtroom 3B

Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601

**APPLICANTS FOR
TRANSPORTATION ADVISORY BOARD**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BLAND, SHEDRICK (-/M) 1411 AVERTON COURT FAYETTEVILLE NC 28314 764-2380/797-9608 SHEDRICKBLAND@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	SELF EMPLOYED DRIVER	SOME COLLEGE
GRANT, KELLEY Y (-/F) 3921 TASHA DRIVE HOPE MILLS NC 28348 818-0254/615-1344 KELBLAZE34@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: DIALYSIS CENTER REPRESENTATIVE	CLINICAL EDUCATOR RN	BSN
LEWIS, ANGELA DENISE (B/F) 7715 TEMPERANCE DRIVE FAYETTEVILLE NC 28314 476-2835/487-3131 ALEWIS003@NC.RR.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CREST DIRECTOR OR COMMUNITY SERVICES	MASTERS-HUMAN SERVICES
LOWERY, DR. ELMORE D. (B/M) 5420 AHOSKIE DRIVE HOPE MILLS NC 28348 224-3578/678-8351 LOWERYE@FAYTECHCC.EDU Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NC STATE UNIVERSITY EXECUTIVE LEADERSHIP PROGRAM CATEGORY: GENERAL PUBLIC	DEAN OF COLLEGE & CAREER READINESS FTCC	DOCTORATE IN EXECUTIVE LEAD.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/12/2019

SUBJECT: SENIOR CITIZENS ADVISORY COMMISSION (1 VACANCY)

BACKGROUND

At their April 1, 2019 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Senior Citizens Advisory Commission.

NOMINEE(S)
Donald Bennett Sr. (new appointment)

I have attached the current membership list for this commission.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description	Type
Senior Citizens Advisory Commission Membership Roster	Backup Material

SENIOR CITIZENS ADVISORY COMMISSION
(Joint Fayetteville/Cumberland County)
2 Year Term
(County Appointees)

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
VACANT (Vacated by S. Sato)	11/17	1 st full term	June/19 6/30/19	Yes
Carey D. Berg PO Box 87326 Fayetteville, NC 28304 425-9754/568-7742	11/17	2nd	Sept/19 9/30/19	No
Nettie Hayes-Miller 247 Eastwood Ave Fayetteville, NC 28301 823-2142/391-2965 Nmiller57@embarqmail.com	1/19	1st	Jan/21 1/31/21	Yes
Willie F. Wright 196 Darrock Ct Fayetteville, NC 28311 822-6415/868-8351	12/18	2 nd	Dec/20 12/31/20	No
Patricia Fairley 4818 Arbor Road Fayetteville, NC 28311 488-8187/850-4649	11/17	2nd	Sept/19 9/30/19	No
Reva McNair 1514 Deanscroft Pl Fayetteville, NC 28314 910-864-5217 rglovsjh@hotmail.com	1/19	1st	Jan/21 1/31/21	Yes
Meagan Elise Honaker 5418 Phillips Street Hope Mills, NC 28348 988-8505/429-7223	6/18	2nd	Jun/20 6/30/20	No

Contact: Mary Galyean– Senior Citizens Center Director – Phone: 433-1574
(Interoffice – Parks and Recreation)

Regular Meetings: 2nd Tuesday of each month at 2:30 PM
LaFayette Room – City Hall



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 15, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 4/12/2019

SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (5 VACANCIES)

BACKGROUND

On April 1, 2019, the Board of Commissioners nominated the following individuals to fill five (5) vacancies on the Cumberland County Workforce Development Board:

NOMINEE(S)

Representative of Business:

Joy Miller (reappointment)
Jesse Brayboy Jr. (reappointment)
Dina Simcox (reappointment)
Sherri Turner (reappointment)
Chas Sampson (new appointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the five (5) vacancies above.

ATTACHMENTS:

Description	Type
CC Workforce Development Board Membership Roster	Backup Material

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD
(FORMERLY, PRIVATE INDUSTRY COUNCIL)
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
Albeiro Florez (H/M) 4608 Storm Cat Lane Hope Mills, NC 28348 910-494-2651 AFLOREZCFO@WALKERFLOREZCG.COM	11/17	1st	Oct/20 10/31/20	Yes
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031	6/18	1st	Jun/21 6/30/21	Yes
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 DPOTTS@TCFEB.COM	11/17	1st	Oct/20 10/31/20	Yes
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 NSMEHTA@5POINTSNC.COM	6/18	1st	Jun/21 6/30/21	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Joy Miller (W/F) 210 Queensberry Drive Fayetteville, NC 28303 864-1955/309-3645/615-6799	2/16	1 st	Feb/19 2/28/19	Yes
serving unexpired term; eligible for an additional term				
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/16	1 st	Feb/19 2/28/19	Yes
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 Mark.wilderman@yahoo.com	12/18	1 st	Dec/21 12/31/21	Yes

Cumberland County Workforce Development Board, page 2

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/16	1 st	Feb/19 2/28/19	Yes
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306 808-282-4125/307-9123 Sherri.turner@firstcitizens.com	6/18	1 st (serving unexpired term; eligible for two additional terms)	Feb/19 2/28/19	Yes
Eric Buck (W/M) 2825 Sand Trap Ln Hope Mills, NC 28348 281-235-4582/630-5222 Eric_buck@goodyear.com	12/18	1 st (serving unexpired term; eligible for two additional terms)	Oct/19 10/31/19	Yes
Phillip Perrier (-/M) 5838 Bear Creek Circle Fayetteville, NC 28304 No phone # on app ptperrier@gmail.com	12/18	1 st (serving unexpired term; eligible for two additional terms)	Sep/19 9/30/19	Yes
VACANT (Vacated by M. Cayton)	10/16	1 st	Oct/19 10/31/19	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	10/16	1 st	Oct/19 10/31/19	Yes
<u>Representative of Workforce:</u>				
Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/16	2nd	Mar/19 3/31/19	No
VACANT (Vacated by C. Bennett)	8/16	1 st	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/16	1 st	Aug/19 8/31/19	Yes
VACANT (Vacated by D. Servie)	9/16	1 st	Sep/19 9/30/19	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Education/Training:</u>				
Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	3/16	2nd	Mar/19 3/31/19	No
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 robert@faycdc.com	8/17	1st	Aug/20 8/31/20	Yes
<u>Representative – Other:</u>				
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/16	2nd	Aug/19 8/31/19	No
Dr. J. Lee Brown (B/M) 1200 Murchison Road Fayetteville, NC 23801 672-1592/757-285-0483 Jbrown84@uncfsu.edu	12/18	1 st	Dec/21 12/31/21	Yes
<u>Representative of Labor:</u>				
VACANT (Vacated by C. Royal)	2/16	1 st	Feb/19 2/28/19	Yes

Chanda Armstrong (unlimited term - replaced by state agency)
 North Carolina Department of Human Resources
 Division of Vocational Rehabilitation Services
 155 Eastwood Avenue
 Fayetteville, NC 28301
 910-486-1101 (office)/486-1548 (fax)
Chanda.armstrong@dhhs.nc.gov

John Lowery (unlimited term – replaced by state agency)
 NC WORKS Career Center
 414 Ray Avenue
 Fayetteville, NC 28301

Contact: Peggy Aazam (Administrative Support) 678-7711 paazam@co.cumberland.nc.us
 Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, meetings take place at various locations

Name Changed to Cumberland County Workforce Development Board, November 1995

The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.