
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
FEBRUARY 17, 2020
6:45 PM

INVOCATION - Commissioner Marshall Faircloth, Chairman

PLEDGE OF ALLEGIANCE -

Introduction of the Fayetteville-Cumberland Youth Council Members

Kaitlyn Huskey

Alexis Diana

Recognition of 2019 Agricultural Hall of Fame Inductee and 2019 Young Farmer of the Year

Recognition of Cumberland County Fair and Cooperative Extension on Receiving Got to Be NC Award

Recognition of Fayetteville State University Hometown Broncos Legacy Pageant Queens

Reigning Queens 2019

Little Miss FSU – Vanessa Lynn Hawkins

Miss Preteen FSU – Taylor Renee Gaddy

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Presentation and Consideration of Resolution in Support of the 2020 Census

3. CONSENT AGENDA

A. Approval of February 3, 2020 Regular Meeting Minutes

B. Approval of Proclamation Proclaiming February 22, 2020 as Lawrence Joel Day

C. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-226(a)

D. Approval to Pay Prior Year Invoices

E. Approval of Formal Bid Award for Solid Waste Track Type Tractor

F. Approval of Formal Bid Award for Solid Waste Service Truck

G. Approval of Contract for Professional Auditing Services

H. Approval of New Blower Skid and Flare and Associated Capital Project Budget Ordinance #200658

- I. Approval of Budget Ordinance Amendments for the February 17, 2020 Board of Commissioners' Agenda

4. PUBLIC HEARINGS

Uncontested Rezoning Cases

- A. Case P20-01

5. ITEMS OF BUSINESS

- A. Consideration of Agreement with the Town of Spring Lake for CDBG Public Facility Program
- B. Consideration of Budget Ordinance Amendment #200011 to Provide Market Adjustment to Law Enforcement Salaries
- C. Consideration of the Transfer of the Property Located at 707 and 711 Executive Place, Fayetteville, to Cumberland County Hospital System, Inc.

6. NOMINATIONS

- A. Joint Appearance Commission (2 Vacancies)

7. APPOINTMENTS

- A. Transportation Advisory Board (4 Vacancies)

8. CLOSED SESSION:

- A. Attorney-Client Matter(s) Pursuant to NCGS 143-318.11(a)(3)

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, FEBRUARY 19, AT 7:00 PM AND FRIDAY, FEBRUARY 20, AT 10:30 AM.

REGULAR BOARD MEETINGS:

**No Board of Commissioners' Meeting on March 2, 2020 (NACo Legislative Goals Conference)
March 16, 2020 (Monday) - 6:45 PM**



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

**SUBJECT: INTRODUCTION OF THE FAYETTEVILLE-CUMBERLAND YOUTH
COUNCIL MEMBERS**



COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA B. CHILDERS, COUNTY EXTENSION DIRECTOR

DATE: 2/3/2020

**SUBJECT: RECOGNITION OF 2019 AGRICULTURAL HALL OF FAME INDUCTEE AND
2019 YOUNG FARMER OF THE YEAR**

BACKGROUND

On November 22, 2019 during Annual Farm-City Week Emmett Wayne Beard, Sr. was inducted into the Cumberland County Cooperative Extension Agricultural Hall of Fame. Adam Horne was honored as the 2019 Young Farmer of the Year.

RECOMMENDATION / PROPOSED ACTION

Recognize the Agricultural Hall of Fame Inductee and the 2019 Young Farmer of the Year.

ATTACHMENTS:

Description	Type
Emmett Wayne Beard, Sr Bio	Backup Material
Adam Horne Bio	Backup Material

Emmett Wayne Beard, Sr.
2019

Emmett Wayne Beard, Sr. has been selected as the 2019 Cumberland County Agricultural Hall of Fame inductee.

Wayne spent his entire life on his family's farm in the Eastover community. He began farming as a young boy, helping his father with the family's cattle and row crop operation which included tobacco, corn, soybeans, and small grains. He was a member of FFA and showed livestock in his 4-H Club. He was awarded the NC State Farmers Degree in 1964. At the age of eighteen, Wayne began running the family farm after his father's untimely death.

Wayne graduated from Central High School and Methodist University. While continuing the demands of operating a farm, Wayne married the love of his life Wanda and they had two devoted children, Wayne Jr. and Jenae. Together the Beard family would operate and run the 100 acre cattle farm which instilled a close family bond and a love for agriculture.

In addition to farming, Wayne taught vocational courses, including agriculture education, for 30 years in the Cumberland County School system. When he wasn't in the classroom, he could often be found teaching on his farm. Whether instructing his granddaughter and nephews or giving tours on his farm to military personnel and students, his passion for teaching others and helping them gain a better understanding of agriculture was always paramount.

After his retirement from the classroom, Wayne increased his cattle herd and grew hay to provide for the City of Fayetteville Mounted Police Patrol. He was very active in the community serving on the Cumberland County Civic Center Commission as the agricultural representative, the Cumberland County Livestock Association, and the Cumberland County Farm Advisory Board.

He had a passion for being outdoors whether farming or hunting, loved spending time in his church and with his family, especially his granddaughter Reagan!

Unfortunately, Wayne passed away in 2017 leaving his family to continue his legacy of faith, family and farming. Today his son and great nephew are using the lessons he taught them to continue farming and their efforts would undoubtedly make him proud.

Emmett Wayne Beard, Sr., the 2019 Cumberland County Agricultural Hall of Fame inductee, a true champion of agriculture.

Farming has been a part of Adam's family for several generations and he is proud to continue the tradition. Adam developed a strong interest in farming at an early age while spending time on his grandparent's farm in the Wade community with his grandmother Collier. His interest in farming was ignited by observing farmers tending fields next to his grandmother's house. As a very young child, one of his first crops was a few hills of tobacco given to him by a tobacco farmer renting the Collier farm. Those tobacco plants were planted in his grandmother's front yard much to the disbelief of other family members. He even suffered a loss with his crop, as many farmers do, when his tobacco crop was shredded by a hailstorm. Around the age of 14, he began growing squash, collards, and deer corn to earn extra money. The late Harvey Johnson, a local farmer, would take Adam's produce to sell at the Farmer's Market in Raleigh. Later, he began working for Bunce Brothers' Farms in Stedman, gaining experience and firsthand knowledge of farming with the Bunce operation. He was encouraged along the way by long time area farmers, Billy Culbreth, Maxton Bunce, and his uncle, Wingate Collier. Reuben Cashwell has also been an influential source of expertise, providing Adam with farming advice when needed. Adam has never been one to shy away from hard work and has spent many long days working the fields to produce corn, soybeans, watermelons, and wheat. Today he is growing crops on the land once farmed by his grandfather, Worth Collier, and great-grandfather, Harvey Hubbard. He also expands his operation by farming land that he rents in the area.

Adam is a lieutenant with the Fayetteville Fire Department, working with the city since 2008. He was also a volunteer fireman with the Bethany Fire Department and the Stedman Fire Department prior to joining the Fayetteville Fire Department.

An active member of Concord Baptist Church, Adam is married to Felisha Cashwell Horne, daughter of Reuben and Faye Cashwell, and has three children, a daughter Allie and two sons, Cadyn and Mason. He is the son of Johnny and Ann Horne and has one brother, Stephen.



PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 2/12/2020

**SUBJECT: RECOGNITION OF CUMBERLAND COUNTY FAIR AND COOPERATIVE
EXTENSION ON RECEIVING GOT TO BE NC AWARD**

BACKGROUND

The Cumberland County Fair was awarded the “Got to Be NC” Agricultural Commissioner Award for its agricultural exhibit displayed during the 2019 Fair held Aug. 30 to Sept. 8 at the Crown Complex. The award was presented at the North Carolina Association of Agricultural Fairs annual convention held Jan. 2 – 4 in Cary, N.C.

Cumberland County Cooperative Extension created a 900-square-foot dairy exhibit that featured a milking booth, a live cow, grain bin, early 20th Century farm equipment, locally grown sorghum and pumpkins and fruits and vegetables brought in as fair entries. Dairy products were on display to show farm-to-table aspects.

Cumberland County Solid Waste hauled in 15 tons of mulch from the Wilkes Road Compost Facility to create soil for the display. Youth from the Cumberland County 4-H used garden tools to spread the mulch and make rows.

The Junior Fair Board created an interactive family learning center to engage youth and adults. North Carolina State University’s Dairy Unit loaned the Discover NC Dairy kiosk. During peak hours, staff and volunteers recorded 2,438 individual interactions with the information kiosk and completed 431 virtual tours of the dairy farm.

The Cumberland County Fair received the Innovation Award from the N.C. Association of Agricultural Fairs for the Row Crop Agricultural Display at the 2018 Fair.

RECOMMENDATION / PROPOSED ACTION

Congratulate the Cumberland County Fair and Cooperative Extension on receiving the Got to Be NC Award.



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 2/13/2020

**SUBJECT: PRESENTATION AND CONSIDERATION OF RESOLUTION IN SUPPORT
OF THE 2020 CENSUS**

BACKGROUND

The Cumberland County Complete Count Committee is bringing forth the attached resolution in support of the 2020 Census. The committee will provide a brief update on Census activities and introduce the new N.C. Counts Census Fellow assigned to Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Approve the attached resolution.

ATTACHMENTS:

Description

Census 2020 Resolution

Type

Backup Material

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION IN SUPPORT OF THE 2020 CENSUS

WHEREAS, the Constitution of the United States of America requires the U.S. Census Bureau to conduct a count of the population and provide an opportunity for local governments to help shape the foundation of our society; and

WHEREAS, Cumberland County Government is committed to working with the entire community to ensure every resident is counted in the upcoming 2020 Census; and

WHEREAS, the Cumberland County Complete Count Committee is partnering with community stakeholders to increase the 2020 Census response rate from the 73% rate achieved in 2010; and

WHEREAS, the Census brings \$675 billion in federal funds to communities across the country for programs that support highways, health care, affordable housing, community development, home energy assistance, nutrition for women, infants and children, education and more; and

WHEREAS, specifically North Carolina annually receives \$16 billion or \$1,623 per capita for the largest Federal Assistance Programs because of Census-derived data; and

WHEREAS, Census data determines the number of seats each state will have in the U.S. House of Representatives in addition to the redistricting of state legislature, county commission and city council voting districts; and

WHEREAS, the Census creates hundreds of thousands of jobs across our nation thereby improving local economies; and

WHEREAS, those who work for the Census Bureau must take a lifetime oath to protect confidentiality and ensure that data identifying respondents of their households must not be released or shared; and

WHEREAS, the 2020 Census will feature new technology that will allow respondents to answer Census questions online in addition to by phone or on paper; and

WHEREAS, shortly, a united voice from business, government, educators, non-profits, faith leaders, media and others will work to develop and market the 2020 Census across the entire community to raise overall awareness and to increase participation among all populations.

NOW, THEREFORE, BE IT RESOLVED, that We, the Cumberland County Board of Commissioners, do hereby support the ideals and goals of the 2020 Census and will market and share 2020 Census information to encourage increased participation, partner with local stakeholders to support efforts for counting each person living in Cumberland County to achieve

an accurate and complete count, and work to raise awareness about the programs and services made possible by the Census.

Adopted this 17th day of February 2020.

Cumberland County Board of
Commissioners By:

W. Marshall Faircloth, Chairman

Attest:

Candice H. White, Clerk to the Board



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 2/17/2020

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING FEBRUARY 22, 2020 AS
LAWRENCE JOEL DAY**

BACKGROUND

A request was received for a proclamation for a Medal of Honor recipient proclaiming February 22, 2020 as Lawrence Joel Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Proclamation Proclaiming February 22, 2020 as Lawrence Joel Day	Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, Sergeant First Class Lawrence Joel of the United States Army was awarded the Medal of Honor for conspicuous gallantry and intrepidity at the risk of his life above and beyond the call of duty while serving as a Medical Aidman with Headquarters & Headquarters Co 1st Battalion (Airborne), 1st Battalion (Airborne) 503d Infantry Regiment, 173d Airborne Brigade, in action against enemy aggressor forces at Republic of Vietnam on 8 November 1965; and

WHEREAS, Sergeant First Class Lawrence Joel, after treating the men wounded by the initial burst of gunfire, bravely moved forward to assist others who were wounded while proceeding to their objective, and while moving from man to man, he was struck in the right leg by machinegun fire and although painfully wounded, his desire to aid his fellow soldiers transcended all personal feelings so he bandaged his own wound and self-administered morphine to deaden the pain enabling him to continue his dangerous undertaking; and

WHEREAS, Sergeant First Class Lawrence Joel then, after being struck a second time and with a bullet lodged in his thigh, dragged himself over the battlefield and succeeded in treating 13 more men before his medical supplies ran out and displaying resourcefulness, he saved the life of one man by placing a plastic bag over a severe chest wound to congeal the blood, and as one of the platoons pursued the Viet Cong, an insurgent force in concealed positions opened fire on the platoon and wounded many more soldiers; and

WHEREAS, Sergeant First Class Lawrence Joel, throughout the long battle, never lost sight of his mission as a medical aidman and continued to comfort and treat the wounded until his own evacuation was ordered, and his meticulous attention to duty saved a large number of lives and his unselfish daring example under the most adverse conditions was an inspiration to all; and

WHEREAS, the President of the United States of America, in the name of Congress, took pleasure in presenting the Medal of Honor to Sergeant First Class Lawrence Joel of the United States Army and he became the first Black American to personally receive the award from the President and the first living Black recipient of the Medal of Honor since the Spanish-American War, so we pause in remembrance of the dedicated service of Sergeant First Class Lawrence Joel and thank his family for sharing him with his fellow countrymen as he served honorably as a member of the United States Army; and

WHEREAS, Sergeant First Class Lawrence Joel's profound concern for his fellow soldiers, at the risk of his life above and beyond the call of duty, are in the highest traditions of the United States Army and reflect great credit upon himself and the Armed Forces of his country.

NOW THEREFORE, LET IT BE RESOLVED, that We, the Cumberland County Board of Commissioners, hereby proclaim February 22, 2020 as "LAWRENCE JOEL DAY" in Cumberland County and call on all citizens to remember with honor and celebrate with respect the brave heroes who have earned the Medal of Honor recognition in defense of our country and the ideals on which it was founded.

Adopted this 17th day of February 2020.

W. Marshall Faircloth, Chairman
Cumberland County Board of Commissioners



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: 2/12/2020

**SUBJECT: APPROVAL OF REPORT ON THE DISPOSAL OF SURPLUS PROPERTY
PURSUANT TO N.C.G.S.160A-226(A)**

BACKGROUND

On June 15, 1998, the Board of Commissioners adopted a resolution found in the statutes allowing disposal of County "personal property, worth less than \$5,000 per item or group of similar items, which have become obsolete, unusable, economically unrepairable, or otherwise surplus to the needs of the county." On October 6, 2008 the Board raised this limit to \$30,000.

Please find attached a list of miscellaneous items from various County departments or agencies that met the above criteria and that have been disposed of. All items were taken to the Ann Street Landfill for disposal as appropriate. Also included is a list of vehicles that have been declared surplus and that have already been sold or are in the process of being placed on GovDeals for auction.

RECOMMENDATION / PROPOSED ACTION

Approval of the attached report so that the report may be duly recorded in the official minutes.

ATTACHMENTS:

Description

Surplus Items

Type

Backup Material

SURPLUS PROPERTY DISPOSAL LIST

July 1, 2019 - June 31, 2020

ITEM NO.	PROPERTY DESCRIPTION	RENDERING DEPARTMENT	DISPOSAL METHOD
1	1 Refrigerator, 1 Couch, 2 Chairs	DA's Office	Landfill-Ann Street
2	3 Chairs, 1 Printer	Planning	Landfill-Ann Street
3	4 Computer Chairs	Human Resources	Landfill-Ann Street
4	2 Chairs	Planning	Landfill-Ann Street
5	2 Bookcases, 1 Folding Machine, 1 Desk	Cooperative Extension	Landfill-Ann Street
6	2 Desks, 3 Office Chairs, 6 Drawer Cabinet	District Court	Landfill-Ann Street
7	2 TVs, 1 TV cart, 1 VCR	Planning	Landfill-Ann Street
8	1 Filing Cabinet	IS	Landfill-Ann Street
9	13 Chairs, 3 Desks, 2 Bench Seats	LEC	Landfill-Ann Street
10	1 Dry Erase Board	LEC	Landfill-Ann Street
11	1 Bookshelf, 4 Chairs	Juvenile Justice	Landfill-Ann Street
12	1 Conference Table, 4 Desks, 1 Small Table	Animal Control	Landfill-Ann Street
13	1 Large L Shaped Desk	LEC	Landfill-Ann Street
14	77 Chairs, 1 Desk	Clerk of Courts	Landfill-Ann Street
15	1 Dryer	Bacote House	Landfill-Ann Street
16	15 Breast Pumps , 3 Audio Meters	Health Department	Landfill-Ann Street
17	2 Exam Room Lights, 1 Microwave	Health Department	Landfill-Ann Street
18	1 Table, Shelving, 2 File Cabinets	CMF	Landfill-Ann Street
19	2 Phones, 2 Typewriters, 2 Fax Machines, 1 Fan	Planning	Landfill-Ann Street
20	1 Workstation	NCH- 2nd Floor	Landfill-Ann Street
21	1 Filing Cabinet, 1 Credenza, Metal Safe	Workforce Development	Landfill-Ann Street
22	80 Laptops, 60 Hard Drives, 60 Computers	Health Department	Landfill-Ann Street
23	7 Chairs	Community Corrections	Landfill-Ann Street
24	1 Air Compressor, 4 Ceiling Lights	Sheriff's Training Center	Landfill-Ann Street
25	1 Water Cooler, 3 Chairs	District Court	Landfill-Ann Street
26	1 Desk, 3 Desk Chairs, 1 Computer Monitor	Planning	Landfill-Ann Street
27	Large Printer	Planning	Landfill-Ann Street
28	1 Small Bookcase, 2 Desk Cabinets	NCH- 5th Floor	Landfill-Ann Street
29	1 Desk, 1 Typewriter, 1 Fax Machine	Planning	Landfill-Ann Street
30	1 Large Framed Wall Map. 1 Metal Detector	Planning	Landfill-Ann Street



TRACY JACKSON,

2/11/2020

DATE

**CUMBERLAND COUNTY
VEHICLES REQUESTED FOR SURPLUS**

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
Electrical Management	Ford F-150	Internal engine damage; end of useful life	99,800	1998	ELM 1	\$2,092	GOVDEALS
CCSO	Camper Trailer	End of useful life	82,018	2005	FL 420	\$8,000	GOVDEALS
CCSO	Ford Crown Vic	Training vehicle; window inoperable; end of useful life	99,999	2009	FL 66	\$4,477	GOVDEALS
CCSO	Ford Crown Vic	Training vehicle; end of useful life	150,684	2004	FL 380	\$1,473	GOVDEALS
CCSO	Ford Crown Vic	End of useful life	158,756	2004	FL 222	\$1,429	GOVDEALS
CCSO	Ford Crown Vic	No acceleration; clicking noise; end of useful life	129,696	2004	FL 182	\$1,709	GOVDEALS
Soil and Water	Mercury Mountaineer	Rumbling noise in front hub; end of useful life	129,109	1997	SWC 1	\$ 1,416	GOVDEALS
CCSO	Ford Crown Vic	Training vehicle; end of useful life	158,454	2009	FL 95	\$ 3,113	GOVDEALS
Animal Control	Chev C1500	Replaced with new vehicle	197,950	2009	AC 30	\$5,186	SOLID WASTE
Animal Control	Ford F150	Replaced with new vehicle	202,363	2009	AC 14	\$3,421	SOLID WASTE
Animal Control	Chev 2500	Replaced with new vehicle	160,486	2004	AC 8	\$6,894	SOLID WASTE
CCSO	Ford Crown Vic	End of useful life	174,926	2008	FL 236	\$1,815	GOVDEALS
Landscaping	Dodge Pickup	End of useful life	112,345	2001	LS 9	\$3,765	GOVDEALS



Tracy Jackson, Assistant County Manager

2/11/2020

Date

**CUMBERLAND COUNTY
VEHICLES REQUESTED FOR SURPLUS**

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
SOLID WASTE	VOLVO, ROLL OFF	END OF USEFUL LIFE	411,858	1995	SW 7	\$3,200	GOVDEALS
SOLID WASTE	VOLVO, ROLL OFF	END OF USEFUL LIFE	299,565	1998	SW 11	\$4,000	GOVDEALS



Tracy Jackson, Assistant County Manager

2/11/2020

Date

**CUMBERLAND COUNTY
VEHICLES REQUESTED FOR SURPLUS**

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
SOCIAL SERVICE	DODGE CARAVAN	END OF USEFUL LIFE, REPLACED WITH SS1903	122,366	2011	SS 12	\$3,967	GOVDEALS
SOCIAL SERVICE	DODGE CARAVAN	END OF USEFUL LIFE, REPLACED WITH SS1904	178,941	2011	SS 3	\$1,003	GOVDEALS
CCSO	DODGE STRATUS	END OF USEFUL LIFE	97,777	2000	FL 17	\$674	GOVDEALS
CCSO	DODGE B3500 VAN	END OF USEFUL LIFE	22094	2001	FL 373	\$2,524	GOVDEALS
INFORMATION SERVICE	CHEVY BLAZER	END OF USEFUL LIFE, 2019 REPLACEMENT	87695	1998	IS 1	\$800	GOVDEALS



Tracy Jackson, Assistant County Manager



Date



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/6/2020

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods that were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required for payment. The following department invoices meet that criteria:

Department of Public Health:

Vendor: Belflex Staffing Network

Invoice Dates: August 11, 2019 (2)

Total amount: \$864.03

Staff have verified that these invoices have not been paid. There are sufficient funds within the fiscal year 2020 departmental budget to cover these expenses.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Department of Public Health totaling \$864.03.

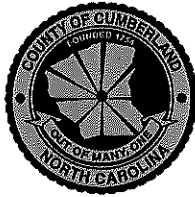
ATTACHMENTS:

Description

Prior Year memo for Health

Type

Backup Material




CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

Memo

TO: Vicki Evans, Finance Director

FROM: Dr. Jennifer Green, Health Director 

DATE: January 27, 2020

SUBJECT: Request to Pay Old Year Invoices

Attached please find two Fiscal Year 19 invoices that we have been requested to pay. Invoices were not received until after the cut-off for Fiscal Year 19 invoices. The invoices are for temporary employee services.

Grand total due: \$864.03

We have verified that the invoices are not duplicates and that services were received. These costs can be absorbed within the current year budget, however; due to the lateness of the invoices they must be paid with County funds vs. WIC federal funds.

We requested these invoices (and others) on more than one occasion. We advised the vendor of our need to receive these due to the end of the fiscal year, see attached copies of two of the emails. Unfortunately, they did not send the invoices to us until January 17, 2020.

Thank you for your consideration of this request.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 2/4/2020

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR SOLID WASTE TRACK TYPE TRACTOR

BACKGROUND

Funds in the amount of \$330,000 were appropriated in the Solid Waste Department's fiscal year 2020 budget for the purchase of a track type tractor. Formal bids were solicited, received and reviewed by the respective department. A trade-in of equipment was included with the bid. Gregory Poole Equipment Company provided the lowest overall bid, in the amount of \$112,532.06.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend approval of bid award number 20-14-SW to Gregory Poole Equipment Company, based on the lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description

Backup Documentation

Type

Backup Material



Formal Bid Award Request

RCU 1-24-20
4:47 pm
Pending question on
award. Answered
1-29-20
AB

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: 1/24/20 Department: Solid Waste

Bid Description (If additional space necessary, may attach a separate sheet): IFB # 20-14 -SW Solid Waste Track Type

Amount of Bid Award (or estimated contract amount): \$112,532.06 Tractor with Trade in
(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: \$300,000 Original Budget (Y/N): Y or Budget Revision #: None
\$123,193 12/15/19 Memo Revision

Budget Line: Org. 6254600 Object Code: 577050

Department Bid Award Recommendation (specify the vendor):

Gregory Poole Equipment

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? _____ on what date? _____ (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: Amanda L Bader
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 ☒

Wiley Evans Date: 1/31/20

Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?

Yes _____ No _____

Amanda Bullard Date: 1-29-20

County Purchasing Manager

Amye Cannon Date: 1/31/20 2-17-20

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 3/19/19



**Cumberland County Finance Department
Purchasing Division**

Bid Tabulation
IFB# 20-14-SW Solid Waste Track Type Tractor With Trade In

BIDDER'S NAME	DIFFERENCE
Gregory Poole Equipment	\$112,532.06
James River Equipment	\$195,000
Linder Industrial Machinery	\$357,037

Gregory Poole Equipment Company

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
910-424-4400

Gregory Poole 

PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260

QUOTATION NUMBER Q125426-12
QUOTATION DATE 2/6/2020
VALID UNTIL 3/31/2020

BILL TO

Cumberland County
Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
USA

SHIP TO

Cumberland County
Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C006499	C006499	Fayetteville Heavy Construction	Heavy Construction	1 of 4
SALESMAN	CUSTOMER CONTACT		TERMS	
Billy Joe Dolbier	Amanda Bullard	910-678-7743	Net 30 days	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

1	New CAT D6 LGP 30" Trap Shoes, ARO w/ Assist. VPAT 12 Month Bumper to Bumper 4yr/ 6000HR Premier Warranty. 760H State Contract \$541,725.00 Machine List (\$119,180.00) 22% List Discount \$422,545.00 Balance \$ 850.00 Delivery \$ 1,188.00 PDI \$ 2,230.00 1st Yr Warranty \$ 16,065.00 4yr/ 6000HR Prem \$ 1,250.00 Install Blade \$444,128.00- 760H State Price (\$ 15,770.00) Multi Machine \$428,358.00- Customer Price	428,358.00	428,358.00	
-1	Used CAT D8T Waste Handler- S/N- FMC00726.	345,811.00	-345,811.00	
	NC Cumberland County Tax			9,638.06
	North Carolina State Tax			20,347.00

EQUIPMENT CONSIST:

1	4645811	D6 20A LGP VPAT TTT CFG5
1	0P9003	LANE 3 ORDER
1	4645592	WASTE HANDLING ARR, VPAT
1	4645187	FINAL DRIVE, 90"(2286 MM), GRD
1	4645202	ENGINE, LUC, THERMAL SHIELD
1	4604590	OIL DRAIN, BASIC
1	5215649	TRACK, 760MM / 30" MS S1
1	4710420	FAN, REVERSING, VPAT
1	4645464	HYDRAULICS, VPAT
1	4645459	CONTROL, RIPPER
1	5609088	SEAT, HEATED & VENTILATED

CONTINUED

☐ By checking this box the Assignment Clause noted below applies. Make check payable to **Gregory Poole Exchange LLC**

☐ By checking this box the Assignment Clause noted below does not apply.

Assignment Clause: Notice is hereby given that Gregory Poole Leasing LLC has assigned its rights under this Purchaser's order to **Gregory Poole Exchange LLC** to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative)

(Purchaser)

**Gregory Poole
Equipment Company**

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
910-424-4400

Gregory Poole 

PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260

QUOTATION NUMBER Q125426-12
QUOTATION DATE 2/6/2020
VALID UNTIL 3/31/2020

BILL TO

Cumberland County
Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
USA

SHIP TO

Cumberland County
Solid Waste Management
698 Ann Street
Fayetteville, NC 28301
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C006499	C006499	Fayetteville Heavy Construction	Heavy Construction	2 of 4
SALESMAN	CUSTOMER CONTACT	TERMS		
Billy Joe Dolbier	Amanda Bullard	910-678-7743	Net 30 days	
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1	4645451 BASIC, NON ARO			
1	4645453 ARO W/ASSIST			
1	4645759 CONTROL, ARO/GRADE W/3D, VPAT			
1	5227680 FUEL TANK, BASIC			
1	4710418 ENCLOSURE, ENGINE, VPAT			
1	5136215 STRIKER BOX			
1	4725602 WATER JACKET HEATER, 110V			
1	4645283 ENGINE COOLANT, STD			
1	5555500 FILM, WARNING, ANSI			
1	5094114 PROD LINK,DUAL PLE641 & PLE631			
1	5368780 SCREEN, REAR, HINGED			
1	5381329 VPAT DOZER PACKAGE			
1	5381334 BLADE, LGP VPAT			
1	0P8025 PACK, DOMESTIC TRUCK, MTTT			

Quoted Sales Price *

* Excludes applicable Fees

112,532.06

GENERAL TERMS AND CONDITIONS FROM GREGORY POOLE EQUIPMENT COMPANY

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these Terms and Conditions. Credit sales likewise are subject to credit approval and the standard credit agreement terms of Gregory Poole Equipment Company which are incorporated herein by reference as if fully set forth herein and can be found at www.gregorypoole.com. All Terms and Conditions set forth herein are deemed acknowledged and accepted by Buyer upon Buyer's written or verbal order. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Gregory Poole Equipment Company ('Company') unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these Terms and Conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection. Customer agrees to be bound by electronic communications relating to transactions with Gregory Poole Equipment Company.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire forty-five (45) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Prices shown on the published price list and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES AND INSURANCE.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer. Buyer, at its sole cost and expense, shall keep any and all equipment delivered hereunder insured to the extent of its full insurable value with a standard all-risk Inland Marine Insurance Policy covering physical damage to the equipment, with any loss payable to Company. Insurance coverage shall commence on or before the time at which title to such equipment passes to Buyer. Buyer shall be responsible for obtaining at its sole cost and expense any other insurance coverage that may be necessary or appropriate.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate permitted by law, which rate shall also apply after judgment pursuant to N.C. G.S. 24-5, and any payments will be applied first to service charges due. If Company deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. Company's premises. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received 'in good order' receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect said changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Company be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the unconditional right to cancel this transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financing Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the

GENERAL TERMS AND CONDITIONS FROM GREGORY POOLE EQUIPMENT COMPANY

interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall, at its expense, protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.

13. **DEFAULT.** Default shall be a breach of these Terms and Conditions by Buyer. Upon default, Company may recover from Buyer Company's reasonable attorneys' fees and court costs incurred in connection with pursuing its legal and equitable rights and remedies, including but not limited to repossession and collection of past due amounts.

14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.

15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.

16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.

17. **COMPANY LIABILITY.** Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.

18. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Company recognizes that its product are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

19. **NUCLEAR.** Purchaser represents and warrants that the equipment covered by this contract shall not be used in or in connection with a nuclear facility or application.

20. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system or equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.

21. **NONDISCLOSURE.** The terms of this Transaction are confidential, and the terms of any Quotation provided by Company, are confidential and none of the details connected herewith may be disclosed by Buyer to any third party without Company's prior written consent.

22. **NONASSIGNMENT.** This Quotation and Agreement may not be assigned by Buyer, in whole or in part, without Company's prior written consent.

23. **ENTIRE AGREEMENT AND AMENDMENT.** This Transaction/Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.

24. **VENUE.** Buyer agrees that any legal action arising out of or resulting from this Agreement shall be filed and maintained in the Civil District or Superior Court for the County of Wake, North Carolina.

25. **INTERPRETATION.** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

THIS CONTRACT/AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

(V092014)

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT ANY APPARATUS DESCRIBED IN OUR QUOTE OR INVOICE MEETS YOUR REQUIREMENTS. Quotations cover items listed and do not constitute a specific job proposal or equipment furnished loose for installation by others unless specifically listed as installed. Start-Up, Testing, & Training is to be performed during normal business hours unless specifically indicated otherwise. Relay and/or System Coordination Study is not included unless specifically noted. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Gregory Poole Equipment Company is not responsible for occurrences beyond our immediate control. Any quotation is made subject to Gregory Poole Equipment Company's Standard Terms and Conditions. Quotations are valid for Forty-five (45) days from date of issue unless otherwise stated in the Quotation.

ACCEPTANCE

BY GREGORY POOLE EQUIPMENT COMPANY

_____(SEAL) DATE _____

_____(SEAL) DATE _____



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 2/4/2020

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR SOLID WASTE SERVICE TRUCK

BACKGROUND

Budgeted funds in the amount of \$134,531 are available in the Solid Waste Department's fiscal year 2020 budget for the purchase of a service truck.

Formal bids were solicited, received and reviewed by the respective department. Palfinger USA, LLC. provided the lowest bid, in the amount of \$134,531.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend approval of bid award number 20-11-SW to Palfinger USA, LLC., based on the lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description	Type
Backup Documentation	Backup Material



Rcvd Budget
memo to proceed
1-30-20
AB

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: 12/23/19 Department: Solid Waste

Bid Description (If additional space necessary, may attach a separate sheet): Service Truck Bid 20-11-JW

Amount of Bid Award (or estimated contract amount): \$134,351 ⁵³¹ (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: \$115,000 Original Budget (Y/N): Y or Budget Revision #: NA-memo

Budget Line: Org. 6254611 Object Code: 577100

approving budget
change attached

Department Bid Award Recommendation (specify the vendor): Recommend award to Palfinger in the amount of \$134,351

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.):

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? n/a If so, which committee? _____ on what date? _____ (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: Amanda L. Badger
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 ☒

Willa Evans Date: 1/31/20
Finance Director (Please see question below)

Angie Cannon Date: 1/31/20 2-17-20
County Manager (Please see question below)

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

Amanda Rullard Date: 1-30-20
County Purchasing Manager

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 ☒



**Cumberland County Finance Department
Purchasing Division**

**Bid Tabulation
IFB# 20-11-SW Solid Waste Service Truck**

BIDDER'S NAME	BID AMOUNT
Palfinger USA, LLC	<u>\$134,531</u>
Adkins Truck Equipment Co.	<u>\$139,098</u>



QUOTATION

Quote No.- 71985R5
Quote Date 12/13/2019

Fayetteville, NC

VEHICLE INFORMATION:

Quoted To: CUMBERLAND COUNTY SOLID WASTE MANAGEMEN
698 ANN STREET
FAYETTEVILLE, NC 28301
Kent Phillips

Year 2020
Make Ford
Model F550 Regular Cab 4x4
VIN # TBD
CA/CT 84"
GVW 19,500
Engine
Transmission

Customer ID-	Quote Expire Date	Customer Contact	Customer Phone #	Customer Fax#
230.11878	1/13/2020	Kent Phillips	(910)321-6906	
Shipping Method	FOB	Payment Terms	Quoted by	
	Fayetteville, NC	Net 30	Todd Sherrill	
Description			Quantity	Unit Price
				Extended Price

230.WRT WORK READY TRUCKS	1.00	\$134,531.00	\$134,531.00
PALPro 43 Series Mechanics Truck			

Furnish and install:

Palfinger model PCB43-11CS Crane body as follows:

- 11' long heavy duty galvanealed steel body
- Master Locking System
- Gas shock door retainers on all vertically hinged doors
- (8) Recessed cargo tie down rings
- (2) Grab handles on rear of body
- 14" double panel slam type tailgate
- 21" workbench bumper with through compartment and flexible step
- Electronic back-up alarm
- 5/16" top plate bumper with integrated 2" receiver tube hitch and 7 way trailer plug
- 44" sidepacks with curbside 1st and 2nd compartments raised to 60" to allow for oxygen and acetylene bottles
- Sealed automotive style wiring harness with easy access power distribution panel
- FMVSS 108 LED light and reflector kit
- LED Strip lighting in all compartments
- (2) Work lights on rear of body with wiring harness for up to an additional (4) work lights
- Entire body E-coat primered in 12 step process
- Compartment interiors painted with multicolor spray finish
- Understructure and bottom of compartments undercoated
- Shelving arrangement as follows:
- Streetside front vertical compartment- DU36281812 Aluminum Drawer Unit with 2 - 8", 1 - 6", 3 - 4" drawers
- Streetside second vertical compartment- (2) Adjustable divider trays (Includes (4) adjustable dividers per tray)
- Streetside horizontal compartment- (1) Adjustable divider tray (Includes (4) adjustable dividers) and (1) Bookshelf
- Streetside rear vertical compartment- (2) Adjustable divider trays

NOTE: Unless otherwise stated sales tax is not included in the Quotation total



QUOTATION

Quote No.- 71985R5
Quote Date 12/13/2019

Fayetteville, NC

VEHICLE INFORMATION:

Quoted To: CUMBERLAND COUNTY SOLID WASTE MANAGEMEN
698 ANN STREET
FAYETTEVILLE, NC 28301
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Year 2020
Make Ford
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Description			Quantity	Unit Price
				Extended Price

(Includes (4) adjustable dividers per tray)
-Curbside front vertical compartment- Vented compartment with oxygen and acetylene tank holders and 60" high interior partition kit with (3) Adjustable shelves
-Curbside second vertical compartment- (2) Adjustable divider trays (Includes (4) adjustable dividers per tray)
-Curbside horizontal compartment- (1) Adjustable divider tray (Includes (4) adjustable dividers)
-Curbside rear vertical compartment- (1) Hose reel mounting shelf
-Reinforce spring pack on rear axle to level truck
-Line-X protective coating on compartment backs, tops, cargo floor, inside tailgate and workbench bumper
-Wilton 6 1/2" Tradesman Series Vise mounted on curbside of bumper
-Chain rack installed on curbside cargo area wall
-ICC Safety kit located in cab
-Installed and painted white to match cab

Palfinger model PSC4329 telescopic crane as follows:

- 43,000 ft./lb. rating
- 400 degree rotation
- 29' hydraulic reach
- 8,000 lb. maximum lift capacity (Double Line)
- Load holding valves on all cylinders
- Overload protection system
- Anti two block system located on winch in lieu of boom tip
- Radio remote control
- Crane hook and snatch block
- Hexagonal boom
- Boom support
- Power out (crane side only)/Power down outriggers
- Stabilizers on each front corner
- 30 gallon bulkhead mounted oil reservoir

Palfinger PRC45V Rotary screw air compressor as follows:

- 45 CFM @ 150 PSI
- 100% duty cycle

NOTE: Unless otherwise stated sales tax is not included in the Quotation total



QUOTATION

Quote No.- 71985R5
Quote Date 12/13/2019

Fayetteville, NC

VEHICLE INFORMATION:

Quoted To: CUMBERLAND COUNTY SOLID WASTE MANAGEMEN
698 ANN STREET
FAYETTEVILLE, NC 28301
Kent Phillips

Year 2020
Make Ford
Model F550 Regular Cab 4x4
VIN # TBD
CA/CT 84"
GVW 19,500
Engine
Transmission

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230.11878	1/13/2020	Kent Phillips	(910)321-6906	
Shipping Method	FOB	Payment Terms	Quoted by	
	Fayetteville, NC	Net 30	Todd Sherrill	
Description			Quantity	Unit Price
				Extended Price

- Integrated hydraulic oil and air coolers
- High temperature shutdown
- Cold start protection
- High pressure relief valve
- Automatic head pressure blowdown
- 6 Gallon air receiver tank
- Reelcraft 3/4" x 25' Air hose reel located in curbside rear vertical compartment and routed through rear wall with guide
- Reelcraft 3/8" x 50' Air hose reel located in curbside rear vertical compartment and routed through rear wall with guide
- 1/2" moisture separator/regulator/oiler

- Miller Bobcat 250 Welder (Kohler gas engine)
- Comes complete with:
- (2) #1 50 ft. Leads
- (1) 250 AMP electrode holder
- (1) 300 AMP copper ground clamp
- Quick connectors and copper lugs
- Installed on Streetside rear compartment top

- Self-contained model PTPL-236-983-G Lube Skid as follows:
- 120 lb. Grease system
- Two (50) gallon new oil tanks
- One (60) gallon waste oil tank
- Two oil reels with 50 ft. hose on each
- Waste oil reel with 30 ft. hose
- 5:1 ratio new oil pumps
- 1" Diaphragm waste oil pump
- Metered nozzles on new oil reels
- Top lift eye and forklift skid
- 5 year warranty on Alemite equipment

Add a 40 gallon recovery tank and recovery pump. The recovery pump would be in the right rear compartment and the recovery tank would be mounted in the front of the bed
Install retractable reels outside of the compartments on the top rail streetside.

NOTE: Unless otherwise stated sales tax is not included in the Quotation total



QUOTATION

Quote No.- 71985R5
Quote Date 12/13/2019

Fayetteville, NC

VEHICLE INFORMATION:

Quoted To: CUMBERLAND COUNTY SOLID WASTE MANAGEMEN
698 ANN STREET
FAYETTEVILLE, NC 28301
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Year 2020
Make Ford
Model F550 Regular Cab 4x4
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CA/CT 84"
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Customer ID-	Quote Expire Date	Customer Contact	Customer Phone #	Customer Fax#
230.11878	1/13/2020	Kent Phillips	(910)321-6906	
Shipping Method	FOB	Payment Terms	Quoted by	
	Fayetteville, NC	Net 30	Todd Sherrill	
Description			Quantity	Unit Price
				Extended Price

Total: \$134,531.00

NOTE: Unless otherwise stated sales tax is not included in the Quotation total



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 2/13/2020

SUBJECT: APPROVAL OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES

BACKGROUND

An audit review team, made up of finance department staff, conducted a formal Request for Proposals (RFP) process for professional auditing services. The RFP was emailed to audit firms listed on the Local Government Commission's website, the state procurement website, and was posted on the County's website through Vendor Self Service. A total of five proposals were received; four of those proposals were responsive.

The proposals were reviewed in two phases based on a requirement of the RFP for each firm to submit two separately sealed packets. The firm's educational and technical qualifications were detailed in packet one. The firm's audit approach and proposed cost were detailed in packet two. Based on a review of packet one, the review team determined that all four proposals met the educational and technical qualifications. The review team then considered the second packet, reviewed and ranked the firms based on audit approach and cost.

The top three ranked firms were then interviewed on site by the audit review team. A standardized interview process was conducted, and all three firms were asked questions that were designed to provide the team clarity on audit approach and other value-added services. A best and final cost offer was requested.

Elliott Davis meets the best overall expectation of experience, audit approach, and cost. The firm has been in business for over 95 years and has audited governmental entities for over 60 years. They have dedicated teams of professional staff that are focused almost exclusively on service to governmental clients, including other local governments in North Carolina. In addition, this firm provided the best description of a smooth transition plan. The overall annual proposed cost by fiscal year totals: FY2020 \$103,340; FY2021 \$105,407; FY2022 \$107,515.

Annual cost is inclusive of auditing the primary government unit - Cumberland County, the Cumberland County Tourism Development Authority, and Fayetteville-Cumberland County Economic Development

Corporation, as well as writing the financial statements for all. As a comparison, the annual cost for the FY2019 audit totaled \$124,050 and was not inclusive of all report writing sections that Elliot Davis has proposed.

RECOMMENDATION / PROPOSED ACTION

At its meeting on February 13, 2020, the Board of Commissioners approved placing the following action on the consent agenda of the February 17, 2020 Board of Commissioners meeting:

Approval of bid award to Elliott Davis for professional audit services for fiscal years 2020, 2021, and 2022; and approval of the FY2020 audit contract with Elliott Davis totaling \$103,340.

ATTACHMENTS:

Description	Type
Bid Tab	Backup Material
Cost Sheet	Backup Material

BID TAB - 20-13-CTY
PROFESSIONAL AUDITING SERVICES

Bidder Name	Packet 1 Prior Experience & Qualifications	Packet 2 Audit Approach & Cost Rank	Interviews Rank
Cherry Bekaert	✓	3	3
Elliott Davis	✓	1	1
Mauldin & Jenkins	✓	2	2
Thompson, Price, Scott, Adams & Co (TPSA)	✓	4	-

20-13-CTY PROFESSIONAL AUDITNG SERVICES
COST SHEET

Services	ELLIOT DAVIS PLLC FY 2020	ELLIOT DAVIS PLLC FY 2021	ELLIOT DAVIS PLLC FY 2022	MAULDING & JENKINS FY 2020	MAULDING & JENKINS FY 2021	MAULDING & JENKINS FY 2022	CHERRY BEKAERT LLP FY 2020	CHERRY BEKAERT LLP FY 2021	CHERRY BEKAERT LLP FY 2022	TPSA FY 2020	TPSA FY 2021	TPSA FY 2022
Primary Government Unit - Cumberland County												
Audit	\$80,000	\$81,600	\$83,232	\$86,000	\$89,000	\$93,000	\$85,700	\$87,000	\$88,500	\$83,750	\$83,750	\$83,750
Writing Financial Statements	\$15,000	\$15,300	\$15,606	\$6,500	\$6,500	\$6,500	\$19,500	\$20,000	\$20,500	\$15,000	\$15,000	\$15,000
Discretely Presented Component Unit - Cumberland County Tourism Development Authority	includes notes section			includes notes section			excludes notes section					
Audit	\$3,500	\$3,570	\$3,641	\$4,000	\$4,000	\$4,500	\$3,800	\$3,900	\$4,000	\$4,750	\$4,750	\$4,750
Writing Financial Statements	\$950	\$969	\$988	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000			
Discretely Presented Component Unit – Fayetteville Cumberland County Economic Development Corporation (FCEDC) – Separate Financial Statements												
Audit	\$2,940	\$2,999	\$3,060	\$4,000	\$4,000	\$4,500	\$4,100	\$4,200	\$4,300	\$3,950	\$3,950	\$3,950
Writing Financial Statements	\$950	\$969	\$988	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000			
Other Optional Services	OTHER OPTIONAL SERVICES WERE NOT CONSIDERED WITHIN THE CONTRACT TOTALS											
Preparation of the Annual Financial Information Report required to be filed with the staff of the Local Government Commission.	\$1,000	\$1,020	\$1,040	\$750	\$750	\$750	\$5,000	\$5,000	\$5,000			
Completion of the Schedule of Expenditures of Federal and State Awards (SEFSA).	\$2,000	\$2,040	\$2,081	N/A	N/A	N/A	\$5,000	\$5,000	\$5,000			
Other (please specify).							\$350	\$350	\$350			
Totals	\$103,340	\$105,407	\$107,515	\$102,500	\$105,500	\$110,500	\$115,100	\$117,100	\$119,300	\$107,450	\$107,450	\$107,450



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, SOLID WASTE DIRECTOR

DATE: 2/6/2020

**SUBJECT: APPROVAL OF NEW BLOWER SKID AND FLARE AND ASSOCIATED
CAPITAL PROJECT BUDGET ORDINANCE #200658**

BACKGROUND

The landfill gas collection and control system (GCCS) at the landfill extract landfill gas (LFG) from the landfill's waste mass to control surface emissions and odors. The GCCS is a requirement of the landfill's Title V Air Operating Permit and State and federal regulations. The GCCS includes LFG extraction wells, piping, valves, sumps and a blower skid and flare. Our permit requires continuous operation of the blower and flare. The blower and flare cannot be down for more than 120 hours ever. In addition to the blower and flare needed for compliance, the system can treat and send gas to Cargill. The gas is pumped to Cargill by a separate blower than the blower associated with the flare that is used for compliance with our Title V Air Operating Permit. The blower skid and flare have been operational since 1998.

The blower skid was significantly damaged by water intrusion during Hurricane Florence. Water entered the large blower that sends the gas to the flare. Eventually bearings for that blower had to be replaced on site. Water also entered the second blower that sends gas to Cargill. That blower was so badly damaged that it had to be taken off-line and rebuilt. We were able to maintain compliance by sending the gas to flare, but we were not able to deliver gas to Cargill. In the weeks after Hurricane Florence, the magnitude of water in the system became increasingly apparent. The gas collection system was watered in and manual pumping could not evacuate the water at a rate to protect the system. Pneumatic pumps were installed to continuously pump out the gas collection header. We have not been able to consistently deliver gas to Cargill since the hurricane.

To prevent damage in the future by excessive wet conditions, the new blower skid and flare project will include a generator. The generator will not only operate the blowers in the event of a power outage, it will operate the compressor which operates the pneumatic pumps. The generator will allow the system to continuously operate to purge water from headers even during a power outage. We have also

included additional and replacement force mains to convey excess water from the system. The weight of water in a system designed for air can cause catastrophic damage to mechanical equipment as experienced in the aftermath of Hurricane Florence.

The new skid will include two blowers for redundancy for sending gas to the flare. The new skid and flare are sized to handle the maximum expected gas flow for the life of the landfill. We will continue to operate the treatment system and a remanufactured blower to send gas to Cargill.

The project is being funded by FEMA reimbursement for damages associated with Hurricane Florence. There were damages to the landfill, gas system, and landfill borrow pit. The amount of the damages to the landfill were determined to be \$1,602,423. The County has elected to proceed with a Section 428 Alternative Procedures for Permanent Work Project. Instead of restoring all damaged landfill areas back to pre-disaster conditions, such as the borrow pit, the New Blower Skid and Flare project will be funded. Any excess funds will be used to purchase a new bulldozer for the landfill in accordance with FEMA policies.

We plan to clear additional areas on the landfill for new borrow areas.

The new blower skid will have increased capacity for future gas collection expansion projects.

The estimated cost was provided by SCS Engineers for budgetary purposes. The project is expected to be completed within 1 year.

RECOMMENDATION / PROPOSED ACTION

At a meeting on February 13, 2020 the Board of Commissioners approved placing the action on the February 17, 2020 Board of Commissioners agenda as a consent item: Approve the Blower Skid and Flare project and the associated Capital Project Budget Ordinance #200658.

ATTACHMENTS:

Description	Type
Capital Project Budget Ordinance #200658	Backup Material

CAPITAL PROJECT BUDGET ORDINANCE #200658
NEW BLOWER SKID AND FLARE

The Cumberland County Board of Commissioners hereby adopt the following Capital Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. The project authorized is the New Blower Skid and Flare. The revenue source will be FEMA reimbursement for damaged to the landfill from Hurricane Florence.

Section 2. The following projected expenditure is appropriated for this project:

	<u>Expenditure</u>
Capital Outlay – New Blower Skid and Flare	\$1,087,399
Capital Outlay – New Equipment	330,000
Engineering	<u>108,657</u>
	\$1,526,056

Section 3. The following associated revenue is appropriated for this project:

	<u>Revenue</u>
FEMA Reimbursement	\$1,526,056

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2020.

Attest:

Clerk to the Board

Chairman,
Board of County Commissioners

NEW BLOWER SKID AND FLARE, continued

Project Description: The landfill gas collection and control system (GCCS) extracts landfill gas (LFG) to control surface emissions and odors. The GCCS is a requirement of the landfill's Title V Air Operating Permit and State and federal regulations. The GCCS includes LFG extraction wells, piping, valves, sumps and a blower skid and flare. The blower skid and flare have been operational since 1998. The blower skid and flare are nearing the end of their service life.

The estimated cost was provided by SCS Engineers for budgetary purposes. The project is expected to be completed within 1 year.



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 2/12/2020

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
FEBRUARY 17, 2020 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

- 1) Animal Control - Budget Ordinance Amendment B201037 to recognize Animal Control donations in the amount of \$3,434.**

The Board is requested to approve Budget Ordinance Amendment B201037 to recognize current Animal Control donations to be used for animal enrichment in the amount of \$3,434. Funding will be used to purchase enrichment items such as new beds and toys.

Please note this amendment requires no additional county funds.

- 2) Sheriff's Office – Budget Ordinance Amendment B200038 to recognize donations received in the amount of \$4,000.**

The Board is requested to approve Budget Ordinance Amendment B200038 to recognize donations received in the amount of \$4,000. This donation revenue will be utilized for training and equipment purposes per donor requests.

Please note this amendment requires no additional county funds.

- 3) Library Grants – Budget Ordinance Amendment B200037 to recognize a Library Services**

and Technology Act (LSTA) Evergreen Conference Scholarship Grant in the amount of \$1,774.

The Board is requested to approve Budget Ordinance Amendment B200037 to recognize LSTA Evergreen Scholarship Grant funding in the amount of \$1,774. This funding will provide coverage of conference expenses for a library employee to attend the Evergreen International Conference. Evergreen is a database system utilized by the library.

Please note this amendment requires no additional county funds.

Federal Forfeiture Fund 204

4) Federal Forfeiture Fund – Budget Ordinance Amendment B201079 to appropriate available federal forfeiture fund balance for the purchase of a vehicle in the amount of \$55,000.

The Board is requested to approve Budget Ordinance Amendment B201079 to appropriate available federal forfeiture fund balance to purchase a new vehicle for the Cumberland County Sheriff in the amount of \$55,000.

Please note this amendment requires appropriation of federal forfeiture fund balance.

Juvenile Crime Prevention Fund 245

5) Juvenile Crime Prevention Council – Budget ordinance Amendment B201072 to reflect programs amounts as approved by the North Carolina Department of Public Safety, Division of Juvenile Justice in the FY 20 Budget in the amount of \$176,195

The Board is requested to approved Budget Ordinance Amendment B201072 to amend the following programs in the amount of \$176,195 to reflect actual funding amounts from the North Carolina Department of Public Safety, Division of Juvenile Justice. The programs are: Find-A-Friend Career Readiness Program - \$44,406, Dispute Resolution Program -\$5,900, Families & Courts Together - \$68,075, Falling Run Missionary Baptist Church - \$48,467, Pickens Peace Project - \$9,347.

Please note this amendment requires no additional county funds.

Worker's Compensation Fund 800

6) Workers Compensation – Budget Ordinance Amendment B200606 for the appropriation of fund balance to workers compensation reserves in the amount of \$582,546 based on actuarial analysis.

The Board is requested to approve Budget Ordinance Amendment B200606 to increase the reserve for workers compensation claims based on actuarial analysis in the amount of \$582,546. This funding will increase workers compensation reserves in response to increased treatment cost of current claims.

Please note this amendment requires appropriation of fund balance.

REGARDING THE FOLLOWING ITEM PLEASE NOTE:

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/19) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2019 budget; however, the money was not spent by June 30, 2019.

The following amendment seeks to bring those funds forward from FY 2019 into the current fiscal year, allowing departments to complete and pay for these items. This revision is not using 'new' funds but is recognizing the use of FY19 funds in FY20.

7) Animal Control – Budget Ordinance Amendment B200126 to appropriate fund balance to recognize prior year Animal Control donations in the amount of \$1,947.

The Board is requested to approve Budget Ordinance Amendment B200126 to appropriate fund balance to recognize FY2019 Animal Control Donations for animal enrichment in the amount of \$1,947. Funding will be used to purchase enrichment items such as new beds and toys.

Please note this amendment requires appropriation of fund balance.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 2/6/2020

SUBJECT: CASE P20-01

BACKGROUND

Case P20-01: Rezoning of 2.07+/- acres from C1(P) Planned Local Business to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within C(P) district or to a more restrictive zoning district, located at 2960 Cumberland Road, submitted by Roy L. & Sheila J. Bullock (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning at the January 21, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P20-01, the Planning and Inspections staff **recommends approval** of the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district and find the request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which designates this parcel as "Mixed Use Development". Although commercial uses are typically of a lighter nature in a mixed use development, heavier commercial uses are permitted. This request is also consistent with the Cumberland Road Business Street Plan's recommendation of encouraging conditional zoning requests along Cumberland Road to better manage development. Staff further finds the request is reasonable and in the public interest as the district requested is in harmony with existing land uses in the area as well as existing zoning. The parcel is near a heavily trafficked intersection in an area that is already transitioning from residential to commercial development and the size of the parcel and setback requirements will mitigate any commercial development that would be too large to fit in with the character of the 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 P20-01, I move to approve the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district and find the request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which designates this parcel as “Mixed Use Development”. Although commercial uses are typically of a lighter nature in a mixed use development, heavier commercial uses are permitted. This request is also consistent with the Cumberland Road Business Street Plan’s recommendation of encouraging conditional zoning requests along Cumberland Road to better manage development. The board further finds the request is reasonable and in the public interest as the district requested is in harmony with existing land uses in the area as well as existing zoning. The parcel is near a heavily trafficked intersection in an area that is already transitioning from residential to commercial development and the size of the parcel and setback requirements will mitigate any commercial development that would be too large to fit in with the character of the area.

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

MOTION:

In Case P20-01, I move to deny the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district although this request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which calls for “Mixed Use Development” at this location, and further find that denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Action Memo

Type

Backup Material

AMY H. CANNON
County Manager

TRACY JACKSON
Assistant County Manager



CUMBERLAND
COUNTY
NORTH CAROLINA

RAWLS HOWARD
Director

Vacant
Deputy Director

Planning & Inspections Department

FEBRUARY 6, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-01:** Rezoning of 2.07+/- acres from C1(P) Planned Local Business to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within C(P) district or to a more restrictive zoning district, located at 2960 Cumberland Road, submitted by Roy L. & Sheila J. Bullock (owner).

ACTION: Recommended approval of the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning at the January 21, 2020 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2020

Mr. Byrne presented the case information and photos.

In Case P20-01, the Planning and Inspections staff recommends approval of the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district and find the request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which designates this parcel as "Mixed Use Development". Although commercial uses are typically of a lighter nature in a mixed-use development, heavier commercial uses are permitted. This request is also consistent with the Cumberland Road Business Street Plan's recommendation of encouraging conditional zoning requests along Cumberland Road to better manage development. Staff further finds the request is reasonable and in the public interest as the district requested is in harmony with existing land uses in the area as well as existing zoning. The parcel is near a heavily trafficked intersection in an area that is already transitioning from residential to commercial development and the size of the parcel and setback requirements will mitigate any commercial development that would be too large to fit in with the character of the area.

Public hearing opened.

Public hearing closed.

Mrs. Epler said that her reason for pulling the case was that she really had questions for staff. From what she understands the applicant is asking for a conditional zoning, and anytime there is a conditional zoning there is supposed to be a detailed site plan, the site plan we have says the existing structures are nonconforming but we don't know what setbacks they're nonconforming to. There are no dimensions from the buildings to the property lines, does staff know what setbacks they're not compliant with?

Mr. Byrne said the C(P) zoning required 50 feet from the front and 30 feet from the sides, the structure is not meeting the 30-foot side yard setback. There is also a small shed in the front which is also inside of the front yard setback so it's not meeting that requirement either. The existing billboard on Owen Drive they want to take down and replace with digital ones that will meet compliance.

Mrs. Epler advised the board of the current setbacks in C1(P), and what they would be in C(P) and the board wouldn't know if they comply because there is no current site plan. Mrs. Epler said that her reservation with this case is that as a board member she never wants to recommend approval of something that is already noncompliant and will be more noncompliant if approved. Mrs. Epler also wanted to know if the applicant was talked to about the possibility of subdividing off the tract where the billboard is and asking for conditional zoning only on that parcel.

Mr. Byrne said he didn't know because he didn't speak with him, but he didn't think they did.

Mrs. Epler stated for the record that the applicant was in the audience shaking his head that that was never discussed.

Mr. Byrne said that they don't always suggest someone subdivide their property if someone wants to rezone the entire site, the conditional zoning is approving the use not any future uses on the structures out there.

Mrs. Epler said if they change the use, they have to come back to the Planning Board, but if the conditional zoning is approved, they are approving every use allowed in C(P).

Mr. Lloyd said the house is legal nonconforming, if they come back with a conforming use in that district, he doesn't think it has to come back to the board if it's a use where they go from legal nonconforming to a conforming use of that district.

Mr. Byrne said the structure could remain even if it burned down, as long as it's not destroyed more than fifty percent, you can add on to it as long as you don't make it more nonconforming than what it is.

Mrs. Epler said she doesn't have a problem with them changing out a billboard, it's just from a zoning standpoint there is a better way to do it.

Mr. Lloyd said that in these conditional zoning when we're granting at the same time a waiver on the setbacks, what we're even granting.

Mr. Byrne said they're not granting waivers on the setbacks, just approving the uses.

Mrs. Epler said that the application has a checklist that the applicant is supposed to complete and one of those things is a landscaping plan the site plan in our packet shows no landscaping.

Mr. Byrne said under the residential uses already there, it's not changing, and the billboard doesn't require landscaping. If they do a change in use on any portion of that building it would have to comply with the landscaping requirements for that new use. The billboard is exempt from landscaping and the existing house is already there if that use changes, they would have to have a revised plan that would show landscaping.

Mr. Crumpler asked if they change to a real estate office, would they meet the setbacks?

Mr. Byrne said that the building is already legal nonconforming, so as long as they don't tear it down more than fifty percent or make it more nonconforming or try to add on to the front, they couldn't do anything without approval.

Mrs. Epler said if they are granted this conditional zoning, they can add on to that building less than fifty percent of its current value at the same setbacks.

Mr. Byrne said as long as it's not more nonconforming.

Mr. Lloyd asked why wouldn't the applicant want a waiver?

Mr. Byrne said they talked with the applicant about that and he's not really concerned about the rest of the property, he is just concerned with the billboard right now. The house is currently being used for a residence. In the future he may sell, but right now his main concern is to make the zoning district more compliant for the special use permit for the billboard.

Mrs. Epler asked what the minimum lot size was for C(P)?

Mr. Byrne said there was no minimum lot size for C(P).

Mrs. Epler said that there was nothing stopping this property owner from subdividing this property where the billboard is asking for conditional zoning on just that corner and leaving the rest of the property as it is.

Mr. Byrne said there is nothing from us, but Department of Transportation (DOT) can restrict them, because they can say you're cutting out a lot specifically for a billboard and just making a small lot, they can come back and deny the billboard request because your specifically making a lot zoned for a billboard.

Mrs. Epler said if that happened as far as an access problem for maintenance for a billboard the applicant could give himself an easement across the other property to get to it

Mr. Byrne said yes.

Mr. Lloyd made a motion to approve, seconded by Dr. Andrews

Chair Wheatley asked if there was any discussion.

Mrs. Epler asked the applicant if he would be willing to defer his case for thirty days to go back to staff and find a better way to get his rezoning.

Mr. Bullock said he didn't foresee a problem, this piece of property was a trash dump and he and his wife made major improvements to the property to make it suitable. They have no intentions of adding onto the house, he would bulldoze it now if it were up to him.

Mrs. Epler said her comments regarding landscaping were made because the application was not sufficient.

Mr. Bullock said he was doing what he was told. If that's required, then that's what we'll have to do.

Mr. Byrne said that's not required.

Mr. Epler asked Mr. Bullock if was willing to take an extra month to go back and work with staff on something that might get approved.

Mr. Bullock said he would prefer not to.

Mrs. Epler said they needed an answer, yes or no.

Mr. Lloyd said this request follows the plan, what does anyone on the board have against the plan.

Mr. Bullock said that the permit that he has from the State of North Carolina says that he has a conforming sign, the sign has been there since 1963 but it's not conforming to the County, he doesn't understand that.

Mrs. Epler said that her biggest concern is creating a more nonconforming lot.

Mr. Lloyd said that could be addressed now by granting a waiver right now, we don't have to wait a month to do that. If it follows the plan and the concern is the setback it's like any other conditional zoning when we look at this site plan, we can address anything on it because the whole lot is included in the request.

Mrs. Epler asked if it's a conditional zoning could additional conditions be added.

Mr. Byrne responded yes, but the applicant must agree.

Mrs. Epler asked if they could add a condition that the structure could not be added on to in the future.

Mr. Lloyd said that he didn't think that the board could say that the applicant can't do something that the ordinance allows him to do.

Mr. Epler told Mr. Lloyd that as a board member that was his opinion.

Mr. Lloyd said that is what the ordinance says.

Mr. Byrne said that was correct in the sense that they are allowed to normally as long as they don't make it more nonconforming then it already is.

Mr. Lloyd said that after listening to staff, he wanted to know what makes the application incomplete, he understands that the setbacks aren't on it.

Mrs. Epler said not only that, in her opinion it's incomplete because the application that was filled out by the petitioner, on the second page it says for all new nonresidential and mixed use development abutting a public street, all required landscaping must be included on the site plan.

Mr. Lloyd said this isn't new development.

Mr. Byrne said at this time, and the very first condition on the pre permit if they do anything nonresidential or have a change in use they would have to submit a site plan revision.

In Case P20-01, Mr. Lloyd made a motion, seconded by Dr. Andrews to approve the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district and find the request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which designates this parcel as "Mixed Use Development". Although commercial uses are typically of a lighter nature in a mixed-use development, heavier commercial uses are permitted. This request is also consistent with the Cumberland Road Business Street Plan's recommendation of encouraging conditional zoning requests along Cumberland Road to better manage development. The board further finds the request is reasonable and in the public interest as the district requested is in harmony with existing land uses in the area as well as existing zoning. The parcel is near a heavily trafficked intersection in an area that is already transitioning from residential to commercial development and the size of the parcel and setback requirements will mitigate any commercial development that would be too large to fit in with the character of the 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. The record owners' certified receipt of notice is also included.

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P20-01
Planning Board Hearing: January 21, 2020



EXPLANATION OF THE REQUEST

This is a request to rezone one parcel located on the north side of Cumberland Road, from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district. As this is a conditional zoning, all ordinance related conditions will apply.

OWNER/APPLICANT

OWNER/APPLICANT: Roy L. & Sheila J. Bullock (owner)

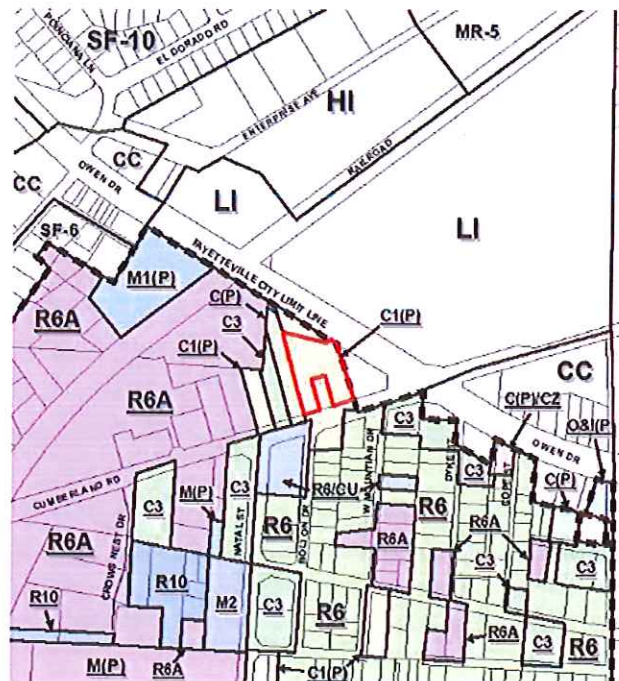
PROPERTY INFORMATION

ADDRESS/LOCATION: 2960 Cumberland Road; more specifically PIN 0426-41-7906

SIZE: This request includes one parcel totaling approximately 2.07 acres. The property has approximately 204' of street frontage along Cumberland Road and is 454'+/- in depth.

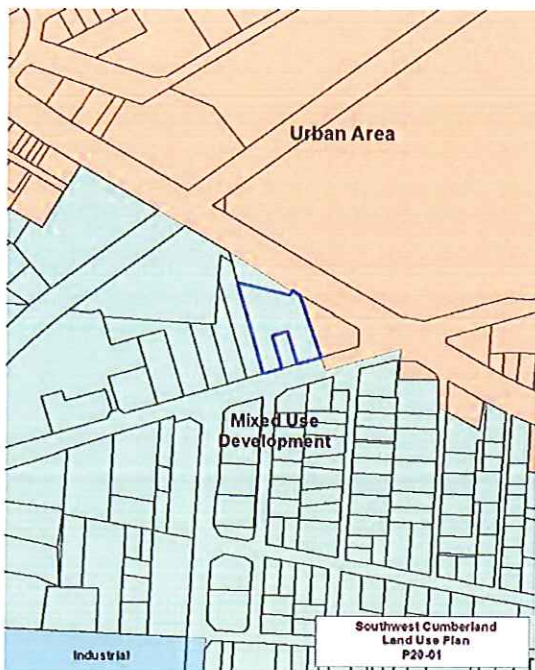
EXISTING LAND USE: The subject property is currently developed with a single-family dwelling unit and accessory structure. Both are nonconforming due to setbacks. There is also a nonconforming billboard in the northeast corner of the property the applicant plans to remove.

OTHER SITE CHARACTERISTICS: The property is not within the watershed or Special Flood Hazard Area. There are no soil limitations to development on this site. The property is within the Airport Overlay District.



MUNICIPAL INFLUENCE AREA: This property is in Fayetteville's MIA. Staff received no comment from city planning.

SURROUNDING LAND USE: While there are residential uses including manufactured homes in the surrounding area, the parcel is surrounded by non-residential uses including a religious worship facility, convenience store, bingo facility, day care, public utility substation and motor vehicle parts sales.



ZONING HISTORY: This property was initially zoned R6A as part of the Area 3 initial zoning on August 1, 1975. The tract was rezoned to C1(P) on December 15, 2008 (Case P08-58).

UTILITIES: This property is served by PWC water & sewer.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to C(P) setbacks: Front yard: 50 foot, Side yard: 30 foot, Rear yard: 30 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this parcel for "Urban". The Cumberland Road Business Street Plan recommends conditional zoning requests and heavier commercial uses along this portion of Cumberland Road.

The Southwest Cumberland Land Use Plan (2013) designates this parcel for "**Mixed Use Development**". The "Mixed Use Development" designation allows a mixture of uses to include residential, office and institutional uses and generally light commercial uses. Mixed use must have public water and sewer, direct access to a collector street, and adequate space for buffering, etc. **Request is compliant with the plan.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

TRAFFIC: The subject property sits on Cumberland Road which is identified as an existing thoroughfare in the 2045 Metropolitan Transportation Plan. There are no constructions/improvements planned and the subject property will have no impact on the Transportation Plan. The Average Daily Traffic Count (2016) on Cumberland Road is 24,000.

SCHOOLS CAP/ENROLL: Comments requested via e-mail, none received.

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no comment at this time.

EMERGENCY SERVICES: This request has been reviewed by the Cumberland County Fire Marshal's Office. The County Fire Marshall had no comment at this time.

STAFF RECOMMENDATION

In Case P20-01, the Planning and Inspections staff **recommends approval** of the rezoning from C1(P) Planned Local Business District to C(P) Planned Commercial/CZ Conditional Zoning for all allowed uses within the C(P) district and find the request is consistent with the adopted Southwest Cumberland Land Use Plan (2013) which designates this parcel as "Mixed Use Development". Although commercial uses are typically of a lighter nature in a mixed use development, heavier commercial uses are permitted. This request is also consistent with the Cumberland Road Business Street Plan's recommendation of encouraging conditional zoning requests along Cumberland Road to better manage development. Staff further finds the request is reasonable and in the public interest as the district requested is in harmony with existing land uses in the area as well as existing zoning. The parcel is near a heavily trafficked intersection in an area that is already transitioning from residential to commercial development and the size of the parcel and setback requirements will mitigate any commercial development that would be too large to fit in with the character of the area.

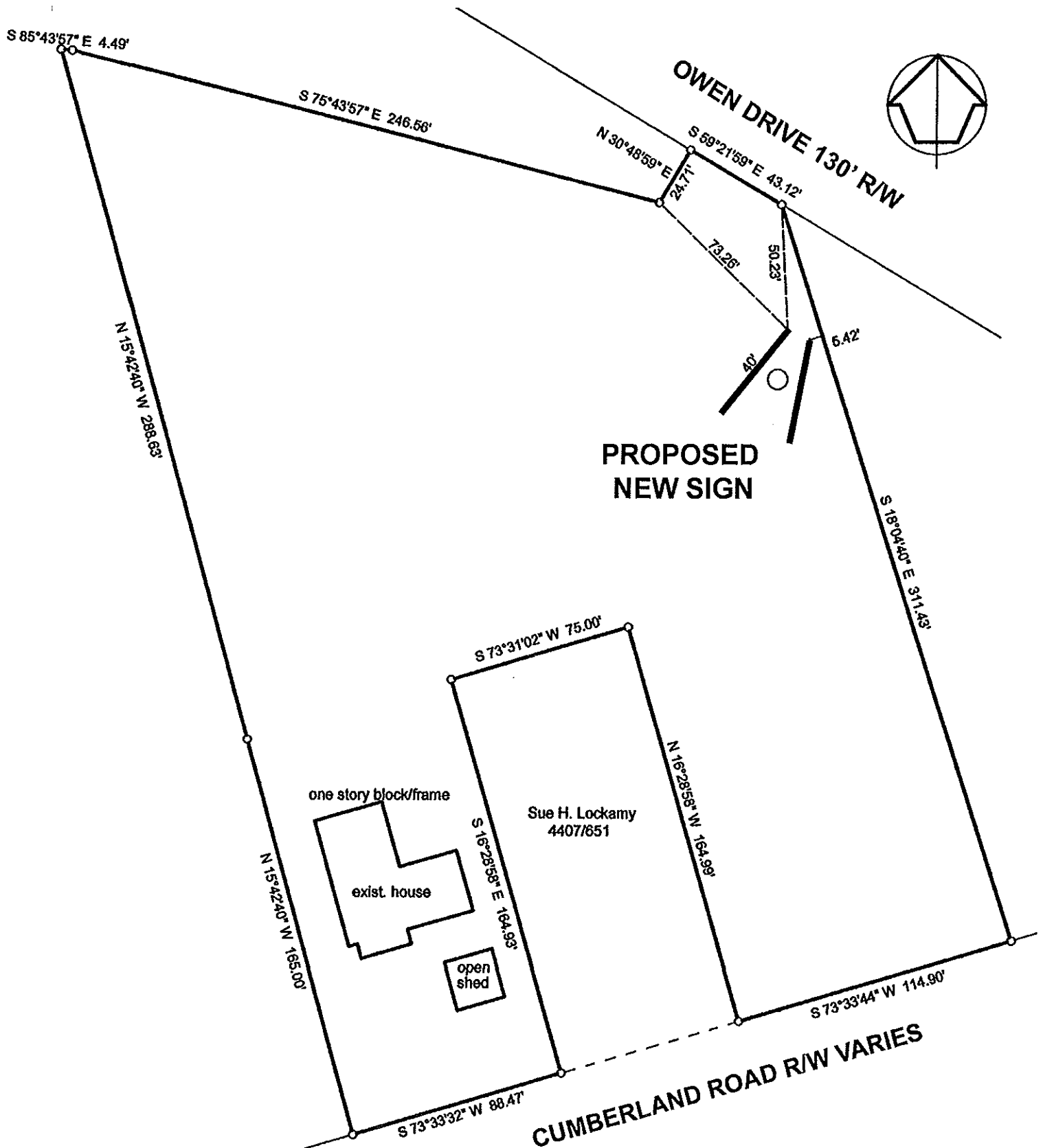
Attachments:

Site Plan

Draft Ordinance Related Conditions

Zoning Application

Notification Mailing List



C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING
 REQUEST: FOR ALL ALLOWED USES
 CASE: P20-01 ACREAGE: 2.07 AC +/-
 ZONED: C1(P) SCALE: NTS

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

C(P) PLANNED COMMERCIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions

All allowed uses in C(P) district

Pre- Permit Related:

1. Prior to the commencement of any additional non-residential use or change-in-use aside from the proposed billboard, three hard copies of a revised site plan with a \$25 revision fee must be submitted to Current Planning for review.

Note: At the time of any new additions, change-in-use or any other requirements for a site plan/subdivision review, additional development standards will be applied to this development such as landscaping, parking/loading spaces, buffers and signage.

2. 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:

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. Because the subject property is located within the Airport Overlay District and in the event any structure is greater than 200 feet in height, the developer will be required to provide a FCC Form 7460-1 to Code Enforcement at the time of permit application. This form must be acknowledged by the FCC that the structure is not a hazard or obstruction to air traffic. (Section 8.101.D, County Zoning Ord.)
 7. 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)
 8. Prior to application for the Certificate of Occupancy for any additional development requiring utilities, connection to public water and sewer is required, the Public Works Commission (PWC) must approve water and sewer 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 City of Fayetteville, 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.
9. 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:

10. 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 district for all allowed uses in the C(P) district must be complied with, as applicable.
11. 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.)
12. This conditional approval is not approval of the permit for 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.)
13. "Cumberland Road" must be labeled as "SR 1141 (Cumberland Road)" and "Owen Drive" must be labeled as "SR 1007 (Owen Drive)" on all future plans. (Sec. 2203, County Subdivision Ord.)
14. 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.)
15. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
16. 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.)

17. 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.

18. 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.
19. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
20. In the event the billboard is not used for a period of six months, the billboard shall be considered abandoned and must be removed. The owner of the billboard is required to remove any abandoned, unused or structurally unsound billboard within 90 days of receiving notice requiring removal. The Code Enforcement Coordinator may establish a shorter period of time for removal in the event the billboard is determined to be structurally unsound.

Advisories:

21. The applicant is advised to consult an expert on wetlands before proceeding with any development.
22. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
23. 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.
24. 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.
25. 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.
26. Because the subject property is located within the Airport Overlay District, the developer is strongly encouraged to discuss their development plans with Current Planning Section and/or the Fayetteville Regional Airport Director early in the planning stage to ensure that the proposed height of any proposed structure can be found to be no obstruction or hazard to air navigation.
27. The subject property sits on Cumberland Road which is identified as an existing thoroughfare in the 2045 Metropolitan Transportation Plan. There are no constructions/improvements planned and the subject property will have no impact on the Transportation 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 910-678-7605 or Ed Byrne at 910-678-7609 with the Current Planning Section; otherwise, contact the appropriate agency at the contact numbers below.

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

Current Planning Manager:	Betty Lynd	678-7605	blynd@co.cumberland.nc.us
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

PWC:	Joe Glass	223-4740	joe.glass@faypwc.com
	Sam Powers	223-4370	sam.powers@faypwc.com
Fayetteville Airport Director	Brad Whited	433-1160	bwhited@ci.fay.nc.us
Fayetteville Planning:	Chester Green	433-1497	cgreen@ci.fay.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
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

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 Roy L. & Shirla J. Bollock
2. Address: 2860 Cumberland Road Zip Code 28306
3. Telephone: (Home) 910-858-8632 (Work) 910-483-8927
4. Location of Property: 2860 Cumberland Road
5. Parcel Identification Number (PIN #) of subject property: 0426-41-7906
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 2.07 Frontage: 203.36'/289' Depth: 453'
7. Water Provider: PWC Septage Provider: Septic
8. Deed Book 9816, Page(s) 397-398, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant Res / Bill Board
10. Proposed use(s) of the property: All Allowed CP Usage

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: CIP

TO: (Select one)

- X Conditional Zoning District, with an underlying zoning district of CP
(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)

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.** *None Required*

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.

Approved - Bill Board

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.

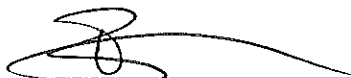
I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or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

Roy L Bullock + Sheila J. Bullock
NAME OF OWNER(S) (PRINT OR TYPE)

1426 Berkshire Road Fayetteville NC 28304
ADDRESS OF OWNER(S)

ROY
rog@ipcfaq.com
E-MAIL

910-850-8632 910-483-9927
HOME TELEPHONE WORK TELEPHONE

 Sheila J. Bullock
SIGNATURE OF OWNER(S) SIGNATURE OF OWNER(S)

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

HOME TELEPHONE WORK TELEPHONE

E-MAIL ADDRESS FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

nad83_pin	owner_name	addresses	citystatezip
0426-41-4845-NAD	SKIBO PROPERTIES LLC	179 ELLERSLIE DR	FAYETTEVILLE, NC 28303
0426-41-5414-	BEASLEY, KATHLEEN HEIRS	3334 VASSAR CIR	FAYETTEVILLE, NC 28306
0426-41-5907-	BRIGHT, BRUCE D & WIFE RHONDA H	PO BOX 43224	FAYETTEVILLE, NC 28309
0426-41-6415-	BEASLEY, JOHN T	3334 VASSAR CIR	FAYETTEVILLE, NC 28306
0426-41-7568-	CARTER, DREW C	361 SADDLEBRED LN	RAEFORD, NC 28376
0426-41-7812-	HASTY, SUANNE	1445 CHESTERFIELD RD	LEWISVILLE, NC 27023
0426-41-7906-	BULLOCK, ROY LEE & WIFE SHEILA JOHNSON	1426 BERKSHIRE RD	FAYETTEVILLE, NC 28304
0426-41-8680-	KOONCE, MARTHA FAYE B C/O DARLENE OWENSBY	8545 INDEPENDENCE DR	HOPE MILLS, NC 28348
0426-41-9578-	KOONCE, MARTHA F C/O DARLENE OWENSBY	8545 INDEPENDENCE DR	HOPE MILLS, NC 28348
0426-41-9941-	MCCAULEY & MCDONALD INVESTMENTS INC	PO BOX 361	FAYETTEVILLE, NC 28302
0426-52-5774-	DUKE ENERGY PROGRESS INC	PO BOX 1551	RALEIGH, NC 27602

nad83_pin	owner_name	addresses	citystatezip
0426-31-5642-	BARRETT, JOSIE GUY	3020 CUMBERLAND RD	FAYETTEVILLE, NC 28306
0426-32-7471-	CITY OF FAYETTEVILLE	433 HAY ST	FAYETTEVILLE, NC 28301
0426-41-0238-	TICE, JOSIE MAE	3867 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
0426-41-0721-	STANLEY, JERELENE	3030 CUMBERLAND RD	FAYETTEVILLE, NC 28306
0426-41-1378-	TICE, JOSIE MAE	3867 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
0426-41-1744-	BARRETT, HAROLD DOUGLAS JR & WIFE JOSIE M	3020 CUMBERLAND RD	FAYETTEVILLE, NC 28306
0426-41-2262-	BEASLEY, JOHN THOMAS & WIFE JUDY J	3334 VASSAR CIR	FAYETTEVILLE, NC 28306
0426-41-2841-	CHRISTMAS, JOSEPH L & WIFE ELL	3002 CUMBERLAND RD	FAYETTEVILLE, NC 28306
0426-41-3870-	SKIBO PROPERTIES LLC	179 ELLERSLIE DR	FAYETTEVILLE, NC 28303
0426-41-4085-	JACOBS, NORMAN B & WIFE GARNETT R LIFE ESTATE	3120 BOLTON DR	FAYETTEVILLE, NC 28306
0426-41-4290-	GOINS, MABEL R	322 S DAVIE ST, Unit/Apt 112	GREENSBORO, NC 27401
0426-41-4845-NAD	SKIBO PROPERTIES LLC	179 ELLERSLIE DR	FAYETTEVILLE, NC 28303
0426-41-5192-	BOLTON, ELIZABETH B	1003 BOLTON ACRES	HOPE MILLS, NC 28348
0426-41-5414-	BEASLEY, KATHLEEN HEIRS	3334 VASSAR CIR	FAYETTEVILLE, NC 28306
0426-41-5907-	BRIGHT, BRUCE D & WIFE RHONDA H	PO BOX 43224	FAYETTEVILLE, NC 28309
0426-41-6415-	BEASLEY, JOHN T	3334 VASSAR CIR	FAYETTEVILLE, NC 28306
0426-41-7027-	WARING, GAIL PERSON	3123 BOLTON DR	FAYETTEVILLE, NC 28306
0426-41-7136-	GOINS, MABEL R	322 S DAVIE ST, Unit/Apt 112	GREENSBORO, NC 27401
0426-41-7235-	DO IT ALL MOVING LLC	178-02 LESLIE RD	JAMAICA, NY 11434
0426-41-7344-	MCRAE, DONNIE C JR & WIFE EMMA LIFE ESTATE	219 HELEN ST	FAYETTEVILLE, NC 28303
0426-41-7442-	VALVERDE, JOSE LUIS & WIFE MIRNA RAQUEL	3107 BOLTON ST	FAYETTEVILLE, NC 28306
0426-41-7459-	MCNEIL, JAMES	PO BOX 1624	FAYETTEVILLE, NC 28303
0426-41-7568-	CARTER, DREW C	361 SADDLEBRED LN	RAEFORD, NC 28376
0426-41-7812-	HASTY, SUANNE	1445 CHESTERFIELD RD	LEWISVILLE, NC 27023
0426-41-7906-	BULLOCK, ROY LEE & WIFE SHEILA JOHNSON	1426 BERKSHIRE RD	FAYETTEVILLE, NC 28304
0426-41-8193-	MCNEIL, JAMES	PO BOX 1624	FAYETTEVILLE, NC 28302
0426-41-8291-	TORRES, CARLOS JAVIER VARGAS	915 W MOUNTAIN DR	FAYETTEVILLE, NC 28306
0426-41-8680-	KOONCE, MARTHA FAYE B C/O DARLENE OWENSBY	8545 INDEPENDENCE DR	HOPE MILLS, NC 28348
0426-41-9219-	TORRES, CARLOS JAVIER VARGAS	915 W MOUNTAIN DR	FAYETTEVILLE, NC 28306
0426-41-9318-	VARGAS, CARLOS JAVIER	923 W MOUNTAIN DR	FAYETTEVILLE, NC 28306
0426-41-9414-	VALVERDE, JOSE LUIS & WIFE MIRNA RAQUEL	3107 BOLTON ST	FAYETTEVILLE, NC 28306
0426-41-9510-	DURDEN, VIRGINIA G HEIRS	397 COVINGTON RD	ST PAULS, NC 28384
0426-41-9578-	KOONCE, MARTHA F C/O DARLENE OWENSBY	8545 INDEPENDENCE DR	HOPE MILLS, NC 28348
0426-41-9941-	MCCAULEY & MCDONALD INVESTMENTS INC	PO BOX 361	FAYETTEVILLE, NC 28302
0426-42-1164-	N C DEPT OF TRANSPORTATION	1546 MAIL SERVICE CTR	RALEIGH, NC 27699
0426-42-2804-	RRCAP-SS FAY I LLC	517 ALCOVE RD, Unit/Apt 301	MOORESVILLE, NC 28117
0426-42-4511-	N C DEPT OF TRANSPORTATION	PO BOX 1150	FAYETTEVILLE, NC 28302
0426-51-1128-	MORTON, JANICE M	199 S WALNUT ST	WILMINGTON, OH 45177
0426-51-1237-	THOMPSON, BUFORD G & WIFE MABEL E	918 W MOUNTAIN DR	FAYETTEVILLE, NC 28306
0426-51-1334-	MENDEZ, BIENVENIDO M & WIFE NANCY TORRES PEREZ	900 WINTERBERRY DR	FAYETTEVILLE, NC 28314
0426-51-1339-	MENDEZ, BIENVENIDO & WIFE NANCY TORRES	900 WINTERBERRY DR	FAYETTEVILLE, NC 28314
0426-51-1442-	MENDEZ, BIENVENIDO & WIFE NANCY TORRES	900 WINTERBERRY DR	FAYETTEVILLE, NC 28314
0426-51-1449-	MENDEZ, BIENVENIDO & WIFE NANCY TORRES-PEREZ	900 WINTERBERRY DR	FAYETTEVILLE, NC 28314
0426-51-1556-	GOINS, HENRY N & WIFE SARAH J LIFE ESTATE	2419 DOWNING RD	FAYETTEVILLE, NC 28312
0426-51-1657-	METES & BOUNDS LLC	1927 SW OAK HARBOUR DR	OCEAN ISLE BEACH, NC 28469
0426-51-3222-	DICK, SHARON L, DAVID K, DONNA M ALBAUGH & HELEN K D BROYLES	3001 FOLKSTONE CIR	FAYETTEVILLE, NC 28306
0426-51-3337-	MOURLOT, WILLIAM JAMES JR	3016 DYKE ST	FAYETTEVILLE, NC 28306
0426-51-3439-	GUNNING, JENNIFER MARLENE	3012 DYKE ST	FAYETTEVILLE, NC 28306
0426-51-3631-	GLOBAL DEVELOPMENT CORP	PO BOX 88037	FAYETTEVILLE, NC 28304
0426-51-3722-	GLOBAL DEVELOPMENT CORP	PO BOX 88037	FAYETTEVILLE, NC 28304
0426-51-5556-	C & E HOMEVESTORS LLC	PO BOX 64902	FAYETTEVILLE, NC 28306
0426-51-5895-	FIRST CHURCH FAYETTEVILLE INC	PO BOX 64277	FAYETTEVILLE, NC 28306
0426-52-5774-	DUKE ENERGY PROGRESS INC	PO BOX 1551	RALEIGH, NC 27602

500' Rad

P20-01 3rd class



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 2/6/2020

**SUBJECT: CONSIDERATION OF AGREEMENT WITH THE TOWN OF SPRING LAKE
FOR CDBG PUBLIC FACILITY PROGRAM**

BACKGROUND

A Request for Proposal (RFP) was posted on the Cumberland County website in February 2018 seeking proposals for public services, public facilities / infrastructure, and affordable housing. Proposals for various project types were received by Community Development. The selection committee reviewed all proposals and the Town of Spring Lake was one of the applicants selected to construct a sanitary sewer collection system on Mitchley Street in Spring Lake. The project met the program eligibility requirements and Community Development desires to enter into a contract with the Town of Spring Lake in the amount not to exceed \$115,676. Community Development Block Grant funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

The Community Development Director recommends that the Board of Commissioners approve the contract with the Town of Spring Lake in the amount not to exceed \$115,676.

ATTACHMENTS:

Description	Type
AGREEMENT WITH THE TOWN OF SPRING LAKE	Backup Material

**AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
TOWN OF SPRING LAKE
FOR
CDBG PUBLIC FACILITY PROGRAM**

THIS AGREEMENT entered into this 15th day of February 2020 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina, and Town of Spring Lake (hereinafter called the Sub recipient), a body politic and corporate of the State of North Carolina with its principal address at 300 Ruth Street, Spring Lake, North Carolina 28390.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the SUB RECIPIENT desires to construct a sewer collection system which will serve citizens of Cumberland County on Chapel Hill Road in Spring Lake, hereinafter referred to as "the PROJECT;" and

WHEREAS, pursuant to N.C.G.S. 153A-376 and Federal Regulations at 24 CFR 270 Subpart C under eligible activities, it is a proper purpose and eligible activity for the GRANTEE to provide financial support to the SUBRECIPIENT for the Project; and

WHEREAS, the GRANTEE, by and through its Community Development Department, has committed funds from the United States Department of Housing and Urban Development under the Community Development Block Grant program hereinafter referred to as "CDBG" to the SUB RECIPIENT for the Project.

WHEREAS, the County has committed funding not to exceed \$115,676 in Community Development Block Grant (CDBG) funds to construct a sewer collection system which will serve citizens of Cumberland County on Mitchley Street in Spring Lake, hereinafter referred to as "the Project."

NOW, THEREFORE, the parties agree that:

I. SCOPE OF SERVICES

A. ACTIVITIES/PRINCIPAL TASKS

The Town of Spring Lake will construct and undertake infrastructure sewer improvement activities located at the Mitchley Street site, to extend the sewer collection system approximately 700' linear feet to serve the residents of the Town. Activities will be conducted under the 2019 CDBG Program Year in a manner satisfactory to the Grantee and consistent with federal regulations at 570.201(c) as a condition of providing these funds.

1. **General Administration.** The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

Activity #1 **Payment of Expenses:** The Town Manager or his or her assignee(s) will be responsible for fiscal administration of the CDBG funds. As such, the Town Manager or his or her assignee(s) will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Town Manager or his or her assignee(s) will submit all requests for payment with a cover memorandum and the following source documentation:

Required Documentation: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment of the expense by the Sub recipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Sub recipient (if applicable), and the amount of the expense.

The Town Manager or his or her assignee(s) will submit requests for payment of expenditures incurred on behalf of the program to the Grantee at least on a monthly basis.

- Activity #2** **Grant Close-out:** The Town Manager or his or her assignee(s) will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.
- Activity #3** **Financial Accountability:** The Town Manager or his or her assignee(s) will conduct accepted accounting procedures (in accordance to 24 CFR Part 85) to ensure compliance and tracking of all funds received and disbursed by the Sub recipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. NATIONAL OBJECTIVES

The Sub recipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(1).

II. TIME OF PERFORMANCE

Services of the Sub recipient will begin on the 15th day of February, 2020, and end on the 30th day of June, 2020.

III. FUNDING SOURCE - PY 2019 CDBG

The Grantee will allocate **\$115,676** in CDBG funds for the purpose of constructing infrastructure sewer improvements located on Mitchley Street. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Sub recipient.

IV. METHOD OF COMPENSATION/PAYMENT SCHEDULE

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **\$115,676**. Reimbursements (as defined in 24 CFR Part 85) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves the right to restrict the Sub recipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to July 1 of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Sub recipient's financial management system in accordance with the standards specified in 24 CFR Part 85.

V. NOTICES

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

GRANTEE

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

SUBRECIPIENT

Daniel Gerald, Town Manager
Town of Spring Lake
300 Ruth Street
Spring Lake, NC 28390
(910) 436-0241
FAX #: (910) 436-1964

VI. SPECIAL CONDITIONS

A. **The Sub recipient will submit payment requests to the Grantee at a minimum of once per month.** If such requests are not received regularly, the Grantee reserves the right to reprogram any unused funds to assist other eligible agencies. The Grantee will give the Sub recipient 15 days notice prior to such reprogramming of funds taking place.

B. The Sub recipient will provide the Grantee with a copy of its annual audit report for the current contract period.

VII. GENERAL CONDITIONS

A. GENERAL COMPLIANCE

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Sub recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Sub recipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Sub recipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Sub recipient is an independent contractor.

C. HOLD HARMLESS

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

D. WORKERS' COMPENSATION

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

E. INSURANCE AND BONDING

The Sub recipient 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 the agreement amount with the Grantee. The Sub recipient will also list Cumberland County Community Development Department as an additional insured. The Sub recipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Sub recipient will comply with the bonding and insurance requirements of 24 CFR Part 84.

F. DEBARRED / SUPENDED

The Sub recipient must not make any award or permit any award (sub grant 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. The requirement set forth in 24 CFR Part 5 applies to this program.

G. GRANTOR RECOGNITION

The Sub recipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. AMENDMENTS

The Grantee or Sub recipient 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. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

I. SUSPENSION OR TERMINATION

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub recipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Sub recipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (24 CFR 84.61); and the Grantee may declare the Sub recipient ineligible for any further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL AND PROGRAM MANAGEMENT

1. Administrative Requirements

The Sub recipient agrees to comply with 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" or 24 CFR Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", as applicable, regarding financial and program management. The Sub recipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Sub recipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" 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 Sub recipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR Part 84; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub recipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) 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 four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claim(s), audit(s), negotiation(s) or other actions that involve any of the records cited and that have started before the expiration of the four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The Sub recipient will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description or service provided. Such information will be made available to Grantee's monitors or its designees for review upon request.

4. Disclosure

Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited by Federal law unless written consent is obtained from such persons receiving service and, in the case of a minor, from a responsible parent/guardian.

5. Property Records

The Sub recipient will maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable.

6. Close-Outs

The Sub recipient's obligation to the Grantee will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

The Sub recipient agrees to have an annual agency audit conducted in accordance with OMB Circular A-133. If the Sub recipient does not meet the threshold requirements for an annual audit in accordance with OMB Circular A-133 standards, the Sub recipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Sub recipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Sub recipient within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Sub recipient within thirty (30) days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES

1. Program Income

The Sub recipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract, and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this contract based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

The Sub recipient will submit quarterly Progress Reports to the Grantee in the form and content as required by the Grantee. If the Sub recipient is more than 30 days delinquent in submitting its progress reports, the Grantee will discontinue processing all requests for payment until such time as the delinquent reports are received.

D. PROCUREMENT

1. Compliance

The Sub recipient will comply with Grantee's policies 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 (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. OMB Standards

The Sub recipient will procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS

1. Compliance

The Sub recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive orders 11375 and 12086.

2. Nondiscrimination

The Sub recipient will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Sub recipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship. The Sub recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The Sub recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

B. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

C. CONDUCT

1. Assignability

The Sub recipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient will cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed for the performance of this Agreement.

d. Selection Process

The Sub recipient will undertake to insure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this contract, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub recipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Sub recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Sub recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence 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;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all sub recipients will certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

The Sub recipient agrees that funds provided under this contract will not be used for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Environmental Standards 24 CFR 570.604.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

XII. 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 Sub recipient 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. Following the effective date of such termination the Grantee will have no further obligation to make any payments; the Grantee will have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination.

XIII. 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.

XIV. 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 as of the _____ day of _____, 2020, by their respective duly authorized representatives.

ATTEST:

GRANTEE: COUNTY OF CUMBERLAND

BY: _____
Clerk to the Board of Commissioners

BY: _____
W. MARSHALL FAIRCLOTH, BOARD CHAIR

[COUNTY SEAL]

SUBRECIPIENT:
TOWN OF SPRING LAKE

ATTEST:

By: _____
Secretary of Corporation

By: _____
Town Manager

[TOWN 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: _____
Finance Director Date
Town of Spring lake, North Carolina

By: _____
Town Attorney's Office Date

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

(X) Non-Renewable () Renewable
Agreement Expires: June 30, 2020

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 he 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 _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of _____, certify that _____, personally came before me this day and acknowledged that he/she is Clerk of the Town of Spring Lake, of North Carolina and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Town Manager, _____, sealed with its Town seal and attested by said Clerk.

WITNESS my hand and notarial seal this the _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____.

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 government body or 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: As stated in Attachment O – Circular No. A-1-2, 13.a:
Contracts other than small purchases shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where sub grantees 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: As stated in Attachment O-Circular No. A-102, 14b:
All contracts in excess of \$10,000 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 sub grantee.
- 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 sub grantee agrees as follows:
- 1) The sub grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The sub grantee 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 sub grantee 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 sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the sub grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The sub grantee 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 sub grantee's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The sub grantee will comply with all provision of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The sub grantee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order 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 sub grantee'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 contract may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The sub grantee 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 sub grantee 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 sub grantee 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 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 there under 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 sub grantee 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 sub grantee 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 sub grantees 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 sub grants 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 sub grantee 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 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 sub grantee 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 Sub grantee 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 sub grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) 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 **NC20200081 (1/3/2020) or the most recent wage determination**. If wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the sub grantee of its obligation, if any, to required payment of the higher wage. The sub grantee 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 sub grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment o 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 supplanted 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 Sub grantee, 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 sub grantee 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 sub grantee 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 sub grantee 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 sub grantee 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 there under.
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, including 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 sub grantee 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 sub grantee 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 sub grantee 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 sub grantee 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 it, to any person for influencing or attempting to influence 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 with 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 sub grantee shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, sub grantee 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 balance 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: Sub grantee 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: Sub grantee shall submit regular Progress Reports to the County in the form, content, and frequency as required by the County.



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 2/13/2020

**SUBJECT: CONSIDERATION OF BUDGET ORDINANCE AMENDMENT #200011 TO
PROVIDE MARKET ADJUSTMENT TO LAW ENFORCEMENT SALARIES**

BACKGROUND

The issue of detention center pay has been in the forefront across this state and this region. Only last month, our northern neighbor Harnett County increased the entry level pay for a detention officer to \$35,222. Cumberland County entry level pay for the same position is \$34,225. Further, the turnover rate at the detention center remains high with a vacancy rate hovering around 45%.

At the request of county management, the Human Resources department spent the last few months researching comparable counties and detention officer pay. The result of the research is our entry level pay is 10% lower than comparable counties while average pay is 16% below the same counties.

In an effort to have some impact on the turnover rate and the resulting tenure, it is recommended to adjust the entry level detention officer pay to \$36,500, an increase of \$2,300. This increase would apply to each detention officer's pay by \$2,300 effective March 1, 2020. Further, to maintain the standard differential in entry level pay between sworn (deputy sheriff) and unsworn (detention officer) it is recommended to adjust the entry level for deputy sheriff to \$39,237.50, an increase of \$1,750. This increase would apply to all deputy classifications excluding the rank of captain and up.

As we approach the upcoming budget, we will continue to explore a variety of options to recruit the best employees and retain them countywide.

RECOMMENDATION / PROPOSED ACTION

At a meeting on February 13, 2020 Board of Commissioners approved moving the following item to the Board of Commissioners February 17 agenda as an item of business:

Approve BR#200011 in the amount of \$354,233 to:

Adjust the entry level detention officer pay to \$36,500, an increase of \$2,300 and increase each detention officers pay by \$2,300 effective March 1, 2020.

Adjust the entry level for deputy sheriff to \$39,237.50, an increase of \$1,750 for all deputy classifications excluding the rank of captain and up effective March 1, 2020.

This revision requires the use of fund balance.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 2/12/2020

**SUBJECT: CONSIDERATION OF THE TRANSFER OF THE PROPERTY LOCATED AT
707 AND 711 EXECUTIVE PLACE, FAYETTEVILLE, TO CUMBERLAND
COUNTY HOSPITAL SYSTEM, INC.**

BACKGROUND

The final step in the process of transferring the property at Executive Place to the hospital corporation is a statutory requirement that the Board's adopt a resolution approving transfer after published notice of intent.

Notice of intent was published in the *Fayetteville Observer* February 6, 2020. The publisher's affidavit had not been provided by the newspaper at the agenda item submission deadline. The order confirmation is attached instead.

The proposed deed of transfer and maintenance agreement are attached. The County will retain a leasehold interest in the portion of the larger building that is leased to Alliance Healthcare and the County will continue to be the landlord on that lease. Once the lease term expires, the County's interest will vest fully in the hospital corporation. The County will also retain a leasehold interest in the entire smaller building for as long as the County uses that building for its governmental purposes. That is the building in which the County's Community Development Department and Senior Employment Service program are housed.

The form of the deed of transfer is consistent with the prior deeds the County made to the hospital corporation incident to the 2006 transfer agreement. The maintenance agreement is necessary because the county is retaining the leasehold interests. The form of the maintenance agreement is consistent with the maintenance agreement that was done with the transfer of the E. Newton Smith building.

RECOMMENDATION / PROPOSED ACTION

If the Board wishes to complete the transfer subject to the condition that the hospital shall accept the property in its present condition, the County Attorney advises the Board may do so by adoption of the Resolution

Approving Transfer set out below.

RESOLUTION APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE CUMBERLAND COUNTY HOSPITAL SYSTEM, INC., PURSUANT TO N.C.G.S. § 131E-8

Whereas, the Board of Commissioners (the “Board”) considered the transfer of the real property described herein to Cumberland County Hospital System, Inc., d/b/a Cape Fear Valley Health System (the “Hospital”), at its February 3, 2020, meeting; and

Whereas, notice of the Board’s intent to make this conveyance was published in the *Fayetteville Observer* February 6, 2020, in accordance with the attached confirmation of order for publication.

Be it therefore resolved, that the Board approves the conveyance of that 2.9857 acre parcel of land containing the buildings with the addresses of 707 and 711 Executive Place, in the City of Fayetteville, to the Cumberland County Hospital System, Inc., subject to the following terms and conditions:

(1) The conveyance of the building with the street number 711 shall be subject to the reservation of a leasehold interest for that portion of the building currently leased to Alliance Healthcare and the County shall continue as the landlord under that lease until the lease term expires December 31, 2023.

(2) The conveyance of the building with the street number 707 shall be subject to the reservation of a leasehold interest for the entire building for so long as the County uses it for its governmental purposes, but not to exceed ninety (90) years.

(3) This conveyance shall be made pursuant to N.C. Gen. Stat. § 131E-8, the terms and consideration stated in the 2006 Transfer Agreement recorded in Book 7225 at page 441 in the Cumberland County Registry, and in accordance with the provisions stated in the Bill of Conveyance and General Warranty Deed attached.

(4) This conveyance shall be further subject to the terms of the agreement between the parties as to the allocation of certain costs and maintenance of the buildings and premises attached and to the condition that the Hospital shall accept the property in its present condition and as it is.

Adopted by the Cumberland County Board of Commissioners duly assembled in a regular meeting held February 17, 2020, in the City of Fayetteville.

ATTACHMENTS:

Description	Type
Deed	Backup Material
PROPERTY DESCRIPTION	Backup Material
MAINTENANCE AGREEMENT V4	Backup Material
OrderCOF for Executive Place Notice	Backup Material

No taxable revenue:

Tax Parcel ID Numbers: (as shown in the legal description)

Prepared by R. Moorefield, County Attorney

Return to:

Approved by the Board of Commissioners February 17, 2020

**NORTH CAROLINA BILL OF CONVEYANCE
AND GENERAL WARRANTY DEED**

THIS BILL OF CONVEYANCE AND GENERAL WARRANTY DEED (this "Deed") is made this _____ day of February, 2020, by and between the COUNTY OF CUMBERLAND, NORTH CAROLINA, a political subdivision of the State of North Carolina (the "Grantor"), acting by and through its Board of Commissioners, and CUMBERLAND COUNTY HOSPITAL SYSTEM, INC. d/b/a/ CAPE FEAR VALLEY HEALTH SYSTEM, A North Carolina nonprofit corporation, acting by and through its Board of Directors (the "Grantee"), whose mailing address is 1638 Owen Drive, Fayetteville, NC 28302.

RECITALS:

A. Grantor is a municipality as defined in N. C. Gen Stat. Section 131E-6(5) and was the owner of certain hospital facilities and related property located at various sites in Cumberland and Hoke Counties, North Carolina that are operated as a hospital system (collectively, the "System").

B. In accordance with that certain Bill of Conveyance and General Warranty Deed dated May 2, 2006, and recorded in the Office of the Cumberland County Register of Deeds in Book 7225 at Page 436, and the Transfer Agreement by and between Grantor and Grantee dated as of May 4, 2006, recorded in the Office of the Cumberland County Register of Deeds in Book

7225 at Page 441, and incorporated by reference (the "Transfer Agreement"), Grantor transferred the System to Grantee in accordance with the provisions of N. C. Gen. Stat. Section 131E-8, subject to the terms and conditions stated in the Deed and the Transfer Agreement.

C. Subject to and in accordance with the terms of the Transfer Agreement, Grantor conveyed that property known as the Highsmith-Rainey Hospital and the E. Newton Smith Building to Grantee by the deed recorded in Deed Book 10302 at page 0369.

D. A portion of the office building with the address of 711 Executive Place, Fayetteville, North Carolina, has been leased to the Grantee and used for its hospital purposes and Grantee wishes to make certain renovations to its leased space to adapt it for additional hospital uses.

E. The office building with the address of 707 Executive Place, Fayetteville, North Carolina, is located on the same parcel of land as the office building with the address of 711 Executive Place and is solely used by Grantor for its governmental purposes. .

NOW, THEREFORE, for and in consideration of \$10.00 cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, that certain tract or parcel of land located in the City of Fayetteville, Cumberland County, North Carolina, containing the two buildings with the respective addresses of 711 and 707 Executive Place, Fayetteville, North Carolina, more particularly described on **Exhibit A**, attached hereto and incorporated by reference (the "Land"), subject to the leasehold interests reserved to Grantor in a portion of the buildings located on the Land as set forth in the description on Exhibit A and subject to the right of reversion and transfer to Grantor reserved herein;

TOGETHER WITH all buildings, structures, other improvements, all equipment and all personalty located thereon except for that equipment and personalty located within the leasehold interests retained by Grantor, and all other property interests all appurtenances thereunto used in connection with the Land (together with the Land, the "Property").

THIS CONVEYANCE is made pursuant to the provisions of N.C. Gen. Stat. Section 131E-8, and upon the express condition that Grantee shall comply with the terms and conditions set forth in the Transfer Agreement, subject to the leasehold interests reserved to the Grantor herein and subject to the right of reversion and transfer to Grantor as follows:

1. Fee Simple Determinable Interest. This conveyance of the Property to Grantee, its successors and assigns, conveys a fee simple determinable interest. Should Grantee fail to comply with the terms and conditions of the Transfer Agreement as described in Section 10 of the Transfer Agreement, as the same may be amended from time to time, all the Property, together with all improvements, additions and replacements thereto as described in Section 12 of the Transfer Agreement, shall automatically revert and transfer to Grantor, or its successors and assigns, and the estate held by Grantee shall automatically terminate.

2. Fee Simple Subject to a Condition Subsequent. This conveyance of the Property to Grantee, its successors and assigns is further made on the condition that Grantee comply with the other terms and conditions of the Transfer Agreement, as the same may be amended from time to time. It is the intention of the Grantor to create a fee which is subject to a condition subsequent, with the right of re-entry of the Grantor upon the Property, together with all improvements, additions and replacements thereto as described in Section 12 of the Transfer Agreement, in the event of a breach of the terms and conditions of the Transfer Agreement as described in Section 11 thereof, as amended from time to time.

TO HAVE AND TO HOLD the Property belonging to Grantee and its successors and assigns, in fee simple determinable and fee simple subject to a condition subsequent, as the case may be, subject to the right of reversion and transfer to Grantor upon failure of the conditions set forth above.

Grantor covenants with Grantee that Grantor is seized of said Land in fee simple, that Grantor has the right to convey the same, that title thereto is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend said title against the lawful claims of all persons whomsoever, except for:

- (i) the right of reversion and transfer in Grantor set forth above;
- (ii) the leasehold interests in the Property retained by Grantor;
- (iii) any matters reflected by a a current, accurate survey of the Land;
- (iv) all easements, rights-of-ways, assessments and ad valorem taxes subsequent to the date of this conveyance;
- (v) all matters of record; and
- (vi) all matters affecting title created by Grantee during the term of its operation of the System pursuant to its lease of a portion of the building with the address of 711 Executive Place, Fayetteville, North Carolina.

Grantee, by its acceptance of this Deed and by execution below, hereby agrees and is legally bound by the terms and conditions hereof. The Transfer Agreement is hereby incorporated by reference as if fully set forth herein. Grantor hereby agrees to execute, when requested by Grantee, a release of its right of reversion and transfer in any Property from the terms and conditions hereof and of the Transfer Agreement if such Property is to be transferred in accordance with Section 6 of the Transfer Agreement.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name by its Chairman of the Board of Commissioners and its official seal to be hereto affixed and attested by its Clerk of the Board of Commissioners, all by authority of the Board of Commissioners of Grantor duly given.

GRANTOR:
COUNTY OF CUMBERLAND, NORTH CAROLINA

By: _____
W. Marshall Faircloth
Chairman, Board of Commissioners

Attest: _____
Candice H. White
Clerk to Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that CANDICE H. WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners; that W, MARSHALL FAIRCLOTH is the Chairman of the Board of Commissioners; that the seal affixed to the foregoing Deed is the Official Seal of said Board; that said Deed was signed and sealed by said Chairman and attested by her on behalf of said Board, all by its authority duly granted; and that said CANDICE H. WHITE acknowledged the said Deed to be the act and deed of the said Board.

Witness my hand and official seal this _____ day of February, 2020.

Official Signature of Notary

Notary's printed or typed name, Notary Public
My commission expires: _____

GRANTEE:
CUMBERLAND COUNTY HOSPITAL SYSTEM, INC.

By: _____
Michael Nagowski, CEO

Attest: _____

Printed Name

Title

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that _____ personally appeared before me this day and acknowledged that he (or she) is _____ of CUMBERLAND COUNTY HOSPITAL SYSTEM, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Michael Nagowski, its CEO, sealed with its corporate seal, and attested by himself (or herself) as its

_____.
Witness my hand and official seal, this the _____ day of February, 2020.

Official Signature of Notary

Notary's printed or typed name, Notary Public
My commission expires: _____

EXHIBIT A

PIN 0427-32-5970

Building Addresses 707 and 711 Executive Place, Fayetteville

BEGINNING at the point of intersection of the northernmost margin of Executive Place and the easternmost margin of Winding Creek Road and thence from said point North 28 degrees 39 minutes East 215.80 feet along the easternmost margin of Winding Creek Road to a point; thence South 68 degrees 06 minutes East 272.62 feet; thence South 80 degrees 08 minutes East 150 feet to a point in the eastern line of a 126.17 acre tract of which this is a part; thence with said eastern line South 09 degrees 52 minutes West 230.98 feet to a point in said eastern line of previously-mentioned 127.17-acre tract; thence South 78 degrees 54 minutes West 303.65 feet to a point in the northeastern margin of Executive Place; thence in a northwestwardly direction with the northeastern margin of Executive Place as it curves to the left for an arc distance of 285 feet on a radius of 408.39 feet to the point of beginning to contain approximately 2.9857 acres.

This description is taken from the deed from William H. Corne and wife, Helen A. Corne, to County of Cumberland recorded in Deed Book 4676 at page 0586 in the Registry of Cumberland County.

This description and conveyance is made subject to the Grantor's reservation of the following leasehold interests:

In the building with the address of 711 Executive Place, Fayetteville, North Carolina, Grantor reserves a leasehold interest in the entire first floor excluding the elevator and front stairwell for a total of 8,159 square feet; in the entire second floor excluding the elevator and front stairwell for a total of 8,836 square feet. This leasehold interest shall be subject to Grantee's right to use all common areas contained within the corridors and foyer areas for ingress and egress to and from the building and for access to the stairwells and elevators. This leasehold interest shall continue until December 31, 2023, or until the lease to Alliance Healthcare or its assignee is terminated, whichever should first occur. This leasehold interest shall include the shared use of the parking lot on the Property by Alliance Healthcare or its assignee during the term of the leasehold.

Grantor further reserves a leasehold interest in the entire building with the address of 707 Executive Place, Fayetteville, North Carolina, and the parking spaces that are adjacent to the front of this building. This building contains 6,161 square feet. This leasehold interest shall terminate upon Grantor's ceasing to use it for its governmental purposes or ninety (90) years from the date this instrument is recorded, whichever should first occur.

North Carolina

Cumberland County

**AGREEMENT AS TO THE ALLOCATION OF CERTAIN COSTS AND MAINTENANCE
FOR THE BUILDINGS WITH THE ADDRESSES OF 707 AND 711 EXECUTIVE PLACE**

Cumberland County ("County") has executed a deed to transfer the land containing the two buildings with the addresses of 707 and 711 Executive Place, Fayetteville (the "Buildings"), to Cumberland County Hospital System, Inc., d/b/a Cape Fear Valley Health System ("Hospital"). The deed is also executed by Hospital to acknowledge the reservation of certain leasehold interests and rights unto County. Because of the reservation of these leasehold interests and rights unto County, it is necessary to allocate certain costs associated with the operation and maintenance of the Buildings and the parties enter into this Memorandum of Understanding for that purpose.

In consideration of the transfer of the Buildings subject to the leasehold interests and rights reserved unto County, the parties agree as follows:

1. *Allocation of Utility Costs for the Building with Street Number 711.* Water and electricity are the utilities serving the building with street address 711. The utilities for the two buildings are separately metered. County shall reimburse Hospital for County's share of utilities in the building with street number 711 based on the percentage the square footage that County's leasehold area bears to the total square footage of the building. The building with the street number 711 contains a total of 40,207 square feet on all floors. County's leasehold interest in the building consists of 16,995 square feet on the first two floors. County shall be responsible for 42.26% of the cost of monthly water and electricity for so long as County retains the leasehold interest in this building. Hospital shall establish and own the account for water and electricity. County shall promptly reimburse Hospital for the costs of utilities on a monthly basis. County shall remain the account owner and be solely responsible for the utilities for the building with street number 707. Each party shall install and maintain their separate telephone and internet systems.

2. *Stormwater fees.* Stormwater fees shall be billed to Hospital as the owner of the property. Stormwater fees shall be allocated between the parties as follows: (a) while County retains the leasehold interest in the building with street number 711, County shall be responsible for 49.93% of the annual stormwater fees; (b) once County's leasehold interest in the building with street number 711 is extinguished, County shall be responsible for 13.28% of the annual stormwater fees; (c) once County's leasehold interest in the building with street number 707 is extinguished, County shall have no further ownership interest in the Land.

3. *Elevators and mechanical equipment.* Maintenance and repair of all elevators, HVAC systems, and mechanical equipment in the building with street number 711 shall be the sole responsibility of Hospital. County shall be solely responsible for all maintenance and repair of the building with street number 707 and all of its components..

4. *Electrical systems.* Except for replacement of light bulbs or overhead light fixtures within the area comprising County's leasehold, Hospital shall be solely responsible to maintain all components of the electrical system within the building with street number 711. County shall be responsible for all maintenance and repair of electrical systems in the building with street number 707.

5. *Plumbing.* County shall be responsible to maintain and repair all plumbing fixtures, water fountains and the plumbing system located within its leasehold in the building with street address 711 and for all components of the plumbing system located within the building with street address 707. Hospital shall be responsible for all other plumbing fixtures and systems within the building with street number 711 to include the plumbing pipe network throughout the building with the street number 711.

6. *Exterior and premises.* Hospital shall be solely responsible to maintain all the exterior of the building with street number 711, including the windows, doors and roof. Hospital shall also maintain parking lot lights and landscaping for the entire property. County shall be solely responsible to maintain all the exterior of the building with street number 707, including the windows, doors and roof.

7. *Maintenance of parking lots.* Hospital shall be solely responsible for maintenance of all parking lots for the entire property.

8. *Building security.* County shall be responsible to install and maintain adequate security measures and controls for the area comprising its leaseholds. Hospital shall be responsible to maintain adequate security measures and controls for all exterior doors of the building with the street address of 711, provided that, County and its tenant shall be provided the means to enter County's leasehold area at all times. The arrangements for County's access shall be established by the persons with responsibility for managing each party's respective facilities. County shall be solely responsible to install and maintain adequate security measures and controls for the building with street number 707, to include all exterior doors.

9. *Insurance and premises liability.* Hospital shall be solely responsible to maintain insurance on the building with the street address of 711. Hospital shall be solely responsible to maintain all exterior approaches to the building with the street address 711 and common areas on the first floor in a commercially reasonable manner to avoid any conditions existing upon the approaches or common area that may result in claims for damages by any of County's employees, customers or invitees. To the extent that Hospital maintains a policy of premises liability insurance coverage for the building, County shall be designated as an additional insured under such policy and a copy of the declarations page of the policy shall be provided to County's risk manager at all times. County shall be solely responsible to maintain property insurance on the building with the address 707, to include coverage for the building, all improvements, and to maintain all exterior approaches to the building with the street address of 707 in a commercially reasonable manner to avoid any conditions existing upon the approaches or common area that may result in claims for damages.

10. *Damages or destruction.* Should the building with street number 707 become damaged or destroyed while County still retains a leasehold interest, County shall be solely entitled to any insurance proceeds payable under any policy of insurance maintained on the building by County. In the event of such damage or destruction, it shall be within the sole discretion of the County's Board of Commissioners to repair or replace the building in order to maintain the County's leasehold interest in the building. Upon damage or destruction of the building, if County's Board of Commissioners determines not to repair or replace the building, County shall demolish the structure and remove all demolition debris from the site.

11. *Term, modification.* This Memorandum of Understanding shall become effective upon the date the deed transferring the Building to Hospital is recorded and shall remain in place for so long as County retains a leasehold interest in the Building. This Memorandum of Understanding may be modified by the parties at any time. Such modification must be in writing and signed by the parties.

Cumberland County
By:

Amy Cannon, County Manager

Cumberland County Hospital System, Inc.
By:

Michael Nagowski, CEO

FAYETTEVILLE PUBLISHING COMPANY

458 Whitfield Street, Fayetteville, NC 28306

Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

NOTICE OF TRANSFER OF HOSPITAL FACILITIES PURSUANT TO G.S. § 131E-8
Take notice, that at its regular meeting to be held February 17, 2020, at 6:45 p.m., in Room 118 in the Judge E. Maurice Braswell Courthouse, Fayetteville, the Cumberland County Board of Commissioners intends to approve the conveyance of the property identified as PIN 0427-32-5970 containing two office buildings with the addresses of 707 and 711 Executive Place, Fayetteville, to Cumberland County Hospital System, Inc., without further consideration pursuant to N.C.G.S. § 131E-8. The conveyance of the building with the address of 711 Executive Place will be subject to the reservation of a leasehold interest in a portion thereof. The conveyance of the building with the address of 707 Executive Place will be subject to the reservation of a leasehold interest in the entire building. This conveyance will be made pursuant to the terms and consideration stated in the 2006 Transfer Agreement recorded in Book 7225 at page 441 in the Cumberland County Registry.

February 4, 2020

Candice H. White, Clerk to the Board
2/6 5191282

Ad Order Number

0005191282

Sales Rep.

0090

Order Taker

webFPC

Order Source

Web

Order Invoice Text

NOTICE OF TRANSFER OF HOSPITAL

Customer

CUMB CO ATTORNEY'S

Customer Account

017971203

Customer Address

PO BOX 1829, ,
FAYETTEVILLE NC 28302-0000NULL USA

Customer Phone

910-678-7762

Payor Customer

CUMB CO ATTORNEY'S

PO Number

Payor Account

017971203

Ordered By

Payor Address

PO BOX 1829, ,
FAYETTEVILLE NC 28302-0000NULL
USA

Customer Fax

910-678-7758

Customer EMAIL

mbrooks@co.cumberland.nc.us

Payor Phone

910-678-7762

Special Pricing

None

Net Amount

\$134.40

Tax Amount

\$0.00

Total Amount

\$134.40

Amount Due

\$134.40

Payment Method

Payment Amount

\$0.00

Ad Number

0005191282-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 30 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

2/6/2020

1

\$129.90

OL::

401 - Legals

2/6/2020

1

\$4.50



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 2/10/2020

SUBJECT: JOINT APPEARANCE COMMISSION (2 VACANCIES)

BACKGROUND

The Joint Appearance Commission has the following two (2) vacancies:

Mary Beth MacKenzie – Resigned. The Joint Appearance Commission recommends **Deanna Rosario**. (See attached)

Christopher Davis – Resigned due to election to City Council. The Joint Appearance Commission does not have a recommendation at this time to fill the unexpired term.

I have attached the membership list and applicant list for this commission.

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description	Type
Joint Appearance Commission Nomination Backup Information	Backup Material

Joint Appearance Commission

The Joint Appearance Commission makes recommendations to governing bodies on appearance issues and promotes the enhancement of the appearance of the community.

Statutory Authorization: NCGS 160A-451

Member Specifications:

15 Members

- Appointed by the Board of Commissioners (4)
- Appointed by the Fayetteville City Council (4)
- And one each from the remaining municipalities in Cumberland County

Term: 2 Years

Compensation: None

Duties:

Meetings: Third Monday of the month at 5:30 PM

Meeting Location: City Hall 1st Floor, Cape Fear Room 433 Hay Street Fayetteville, NC

Kellie Beam

Subject: Joint Appearance Commission Update
Attachments: 20200110102717916.pdf

-----Original Message-----

From: David Nash <DNash@ci.fay.nc.us>
Sent: Wednesday, February 5, 2020 9:42 AM
To: Kellie Beam <kbeam@co.cumberland.nc.us>
Subject: FW: [EXTERNAL]Joint Appearance Commission Update

Kellie,
At the JAC meeting on January 13, the Joint Appearance Commission members recommended the appointment of Ms. Deanna Rosario by the County to fill the vacant position by Ms. MacKenzie's resignation. I am very sorry that I have not passed on that information until now.

The JAC was not able to come up with a name to recommend for the vacant position by Christopher Davis being elected to the City Council.

Thank you.

David Nash
Staff Rep to the Joint Appearance Commission

JOINT APPEARANCE COMMISSION
2-Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible for Reappointment</u>
Dennis Tyrrel Walker 4677 Northgales Circle Fayetteville, NC 28314 574-1943/672-1808	11/19	2nd	Nov/21 11/30/21	No
VACANT (Vacated by M. MacKenzie)	11/17	1st	Nov/19 11/30/19	Yes
VACANT (Vacated by C. Davis)	5/18	1st	May/20 5/31/20	Yes
Lalara Ray 5823 Nessee Street Fayetteville, NC 28314 910-587-7795	5/18	2nd	Feb/20 2/28/20	No

Meetings: Second Monday of Month – 5:30 PM – City Hall, E. E. Smith Room, 2nd Floor

Contact: David Nash, Sr. Planner – Phone: 433-1995 – Fax: 433-1776
City of Fayetteville

**APPLICANTS FOR
JOINT APPEARANCE COMMISSION**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ROSARIO, DEANNA (W/F) 2322 LULL WATER DRIVE FAYETTEVILLE NC 28306 487-9775/850-4348/489-9775 D3C.ROSARIO@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	STORMWATER ADMINISTRATOR TOWN OF SPRING LAKE	MASTERS-ENVIRO MGMT



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 2/10/2020

SUBJECT: TRANSPORTATION ADVISORY BOARD (4 VACANCIES)

BACKGROUND

On February 3, 2020, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Transportation Advisory Board:

NOMINEE(S)

Mid-Carolina Council of Governments Director or Designee:

Tracy Honeycutt (reappointment)

DSS Work First Representative:

Dana Davis (reappointment)

Aging Programs Representative:

Amber Gulch (new appointment)

County Health Director or Designee:

Sharon Batten (reappointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the four (4) vacancies above.

ATTACHMENTS:

Description

Transportation Advisory Board Membership Roster

Type

Backup Material

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)	11/17	2nd	Nov/19 11/30/19	No
<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>				
Kristin Bonoyer Cumberland County DSS 423 Delbert Drive Fayetteville, NC 28306 476-5589	5/19	1st	Nov/20 11/30/20	Yes
<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)	6/17	1st	Nov/19 11/30/19	Yes
<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

(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>At-Large Representatives</u>				
Mike Rutan 130 Gillespie Street Fayetteville, NC 28301 910-323-4191 Ext 34	5/19	1st	Nov/20 11/30/20	Yes
Dorothy Harris 270 Lick Creek Drive Linden, NC 28356 910-502-2130 damazyckharris@twc.com	5/19	1st	Nov/20 11/30/20	Yes
Veronica Pierce 703 Connaly Drive Hope Mills, NC 28348 910-678-2691 veronicapierce@ccs.k12.nc.us	5/19	1st	Nov/20 11/30/20	Yes
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 3

Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 17, 2020

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: MEETINGS

BACKGROUND

**No Board of Commissioners' Meeting on March 2, 2020 (NACo Legislative Goals Conference)
March 16, 2020 (Monday) - 6:45 PM**