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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**SEPTEMBER 21, 2020**  
**6:45 PM**

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INVOCATION - Commissioner Glenn Adams, Vice Chair

PLEDGE OF ALLEGIANCE -

Recognition of the Public Information Office For First Place Communications Award

**PUBLIC COMMENT PERIOD**

1. APPROVAL OF AGENDA
2. PRESENTATIONS
  - A. Census 2020 Update
3. CONSENT AGENDA
  - A. Approval of September 8, 2020 Regular Meeting Minutes
  - B. Approval of Referral of Inspections Title Work to Outside Counsel
  - C. Approval of Request from Campbell Soup Supply Company, LLC, to Amend its Economic Development Incentives Agreement and Approval of Associated Budget Ordinance Amendment #B210567
  - D. Approval of Induction of 2020 Agricultural Hall of Fame Nomination
  - E. Approval of Sole Source Upgrade of Pneumatic Controls
  - F. Approval of Budget Ordinance Amendments for the September 21, 2020 Board of Commissioners' Meeting
  - G. Approval of Cumberland County Board of Commissioners Agenda Session Items
    1. Request to Establish a New Position in the Sheriff's Office for Gun Permits and Approve the Associated Budget Ordinance Amendment #B210113
    2. Memorandum of Agreement with Cumberland County and the Cumberland County Board of Education for Support in Emergency Events Affecting Cumberland County, North Carolina
    3. National Flood Insurance Program (NFIP) Community Rating System (CRS) Annual Recertification Progress Report
    4. Workforce Development Program Year 2020 Local Area Plan
    5. Cumberland County NCWORKS Career Center Partner Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA)

6. Water Service Utility Agreement with JFJ III Investments, LLC, for Deer Meadow Subdivision
7. County to Enforce Its Minimum Housing Ordinance in the Town of Wade
8. Legal Issues with Repair of the Headquarters Library Parking Lot
9. Juvenile Crime Prevention Council Request to Remove One At-Large Position

4. PUBLIC HEARINGS

- A. Public Hearing on the Community Development Program Year 2019 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

**Uncontested Rezoning Cases**

- B. Case P20-40

**Contested Rezoning Cases**

- C. Case P20-15
- D. Case P20-38
- E. Case P20-41

5. ITEMS OF BUSINESS

- A. Consideration of Sheriff's Uniforms Contract
- B. Consideration of Fiscal Year 2021 Contracts for Workforce Development Services

6. NOMINATIONS

- A. Cumberland County Workforce Development Board (1 Vacancy)

7. APPOINTMENTS

- A. Cumberland County Workforce Development Board (6 Vacancies)

**CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING**

**GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AGENDA:**

8. GRAY'S CREEK WATER AND SEWER CONSENT AGENDA

- A. Approval of Minutes of the April 20, 2020 Gray's Creek Water & Sewer District Governing Board Meeting
- B. Water Service Utility Agreement with JFJ III Investments, LLC, for Deer Meadow Subdivision

**ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING**

**RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING**

9. CLOSED SESSION:

- A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)
- B. 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, SEPTEMBER 23, AT 7:00 PM AND FRIDAY, SEPTEMBER 25, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**October 5, 2020 (Monday) - 9:00 AM  
October 19, 2020 (Monday) - 6:45 PM  
November 2, 2020 (Monday) - 9:00 AM  
November 16, 2020 (Monday) - 6:45 PM**



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 9/21/2020**

**SUBJECT: RECOGNITION OF THE PUBLIC INFORMATION OFFICE FOR FIRST  
PLACE COMMUNICATIONS AWARD**

**BACKGROUND**

Cumberland County was among 22 North Carolina governments to earn recognition in the North Carolina City & County Communicators' (NC3C) 2020 Excellence in Communications Awards.

Cumberland County and the City of Fayetteville won a First Place award for Crisis Communication for their collaborative work in the Joint Information Center during the response to Hurricane Dorian in September 2019.

The Joint Information Center provided updates on the storm, shelter openings, and city and county operations, as well as staffing a Hurricane Information Line for residents.

The North Carolina City & County Communicators organization encourages professional development and networking among local governmental communications professionals. The organization was formed in March 2007 and consists of professional government communicators from across the state.

**RECOMMENDATION / PROPOSED ACTION**

Congratulate the Public Information Office staff on the award.





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 9/14/2020**

**SUBJECT: CENSUS 2020 UPDATE**

**BACKGROUND**

Co-Chairs, Rawls Howard, Cumberland County Planning & Inspections Director and Dr. Anthony Wade, Fayetteville-Cumberland Human Relations Director will provide an update on the Census operations in Cumberland County.

**RECOMMENDATION / PROPOSED ACTION**

For information purposes only.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/14/2020**

**SUBJECT: APPROVAL OF REFERRAL OF INSPECTIONS TITLE WORK TO  
OUTSIDE COUNSEL**

**BACKGROUND**

County attorney requests the Board to authorize sending title work for the Inspections Department to an outside attorney until such time as additional staff are employed in the legal department or a RFP for title work is issued. This will be consistent with the Board's action to send other title work to an outside attorney for the Public Utilities and Community Development Departments.

**RECOMMENDATION / PROPOSED ACTION**

This was discussed at the September 10, 2020 Agenda Session and is being forwarded to the September 21, 2020 meeting for approval.



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 9/1/2020**

**SUBJECT: APPROVAL OF REQUEST FROM CAMPBELL SOUP SUPPLY  
COMPANY, LLC, TO AMEND ITS ECONOMIC DEVELOPMENT  
INCENTIVES AGREEMENT AND APPROVAL OF ASSOCIATED  
BUDGET ORDINANCE AMENDMENT #B210567**

#### **BACKGROUND**

A public hearing was held on October 16, 2017 to consider economic development incentives for Campbell Soup Supply Company, LLC as a result of construction of a new distribution facility in the Cedar Creek Business Center creating 140 new jobs with an investment of at least \$40M. The Board unanimously approved a resolution to approve the grant of economic development Incentives at that meeting. Subsequent to that action, The Board of Commissioners approved an amendment to the original incentive's agreement. This amendment provided that the first \$100,000 of the annual cash incentive grant be paid to Excel Inc. d/b/a DHL Supply Chain (USA), which recognized Excel as the third-party operator of this project. This amendment did not change the amount of the incentives or relieve Campbell Soup Supply Chain of any of its obligations under the agreement.

Article IV of the incentive's agreement established a deadline of December 31, 2019 for adding 100 new employees. Campbell Soup Supply Company has requested a one-year extension of this employment threshold to December 31, 2020. This extension is due to the significant construction delays due to two hurricanes. In addition, their requests include the removal of DHL Supply Chain from the agreement and the granting of the first \$100,000 of cash incentives.

Based on the Economic Development Incentive Agreement terms, Campbell Soup's economic incentive payment will be due in March 2021. The calculated payment of \$248,000 is based on the contract terms of reimbursing the company 75% of the County tax.

Attached is the Second Amendment to the Economic Development Agreement which incorporates the changes requested from Campbell Soup Supply Chain.

#### **RECOMMENDATION / PROPOSED ACTION**

Approve the Second Amendment to the Economic Development Agreement with Campbell Soup Supply Chain and approve the associated Budget Ordinance Amendment #B210567 in the amount of \$248,000 for the economic incentive payment due in March 2021.

**ATTACHMENTS:**

Description	Type
Campbell Soup Economic Development Incentives Agreement - Second Amendment (Sept 2020)	Backup Material

**SECOND AMENDMENT TO THAT  
ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT**

**between**

**CAMPBELL SOUP SUPPLY COMPANY L.L.C.**

**and**

**CUMBERLAND COUNTY, NORTH CAROLINA**

*This Second Amendment Approved by the Board of  
Commissioners At Its Regular Meeting September 8, 2020*

THIS SECOND AMENDMENT to that ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT between CAMPBELL SOUP SUPPLY COMPANY, L.L.C. and CUMBERLAND COUNTY, NORTH CAROLINA, which was approved by the Board of Commissioners January 16, 2018 (the "Agreement") and subsequently amended June 18, 2018 (the "First Amendment"), is dated the last date executed by either party to be effective according to the terms set forth herein (as supplemented or amended, this "Second Amendment"), and is between, **CAMPBELL SOUP SUPPLY COMPANY L.L.C.**, a Delaware limited liability company having an office at 1 Campbell Place, Camden, NJ 08103 (the "Company"), and **CUMBERLAND COUNTY, NORTH CAROLINA**, a body politic and corporate and a political subdivision of the State of North Carolina, having an address of P.O. Box 1829, Fayetteville, NC 28302-1829 (the "County"). The Company and the County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS:**

WHEREAS, the Company wishes to enter into this Second Amendment for the purpose of removing language previously added by the First Amendment, matching an economic incentives grant from the North Carolina Department of Commerce which was to be made to Excel Inc. d/b/a DHL Supply Chain (USA) and to adjust the timeline for job creation and performance-based cash incentives by one-year, as provided in Article X of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 Section 4.4 of the Agreement is amended by removing the following language:

~~The First One Hundred Thousand Dollars (\$100,000) of Supply Chain cash incentives of 2 grants becoming due under this Section shall be paid to Excel Inc. d/b/a DHL Supply Chain (USA), the third party operator of the Project, for the purpose of matching a One NC grant.~~

2.0 In Section 3.4, the date of "December 31, 2019" is amended to "December 31, 2020"

3.0 The table in Section 4.4 is amended as follows:

<u>Deadline</u>	<u>Projected Employment</u>	<u>Minimum Employment Threshold</u>
Dec. 31, <del>2019</del> 2020	112	100
Dec. 31, <del>2020</del> 2021	119	107
Dec. 31, <del>2021</del> 2022	126	114
Dec. 31, <del>2022</del> 2023	133	121
Dec. 31, <del>2023</del> 2024	140	128
Dec. 31, <del>2024</del> 2025	140	135
Dec. 31, <del>2025</del> 2026	140	135

4.0 All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in their corporate and governmental names, respectively by their duly authorized officers, all as of the dates indicated with the signature for each.

*Kelly Porter*

CAMPBELL SOUP SUPPLY COMPANY L.L.C.  
by:

*Kelly Porter 8/30/20*  
Its Managing Member

Date Signed:

Attest:  
*Becky Olt*

CUMBERLAND COUNTY, NORTH CAROLINA  
by:

(SEAL)

Amy Cannon, County Manager

Date Signed:

Attest:

\_\_\_\_\_

Candice White, Clerk to the Board

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

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Vicki Evans, Finance Officer

This agreement has been reviewed and  
approved for execution by the County Manager.

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Rickey L. Moorefield, County Attorney



## **COOPERATIVE EXTENSION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: LISA CHILDERS, COUNTY EXTENSION DIRECTOR**

**DATE: 9/1/2020**

**SUBJECT: APPROVAL OF INDUCTION OF 2020 AGRICULTURAL HALL OF FAME  
NOMINATION**

#### **BACKGROUND**

The Cumberland County Agricultural Hall of Fame Committee has unanimously selected Mr. Alfred M. Davenport as the 2020 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Enclosed is supporting background information on Mr. Davenport.

#### **RECOMMENDATION / PROPOSED ACTION**

Consider the induction of Mr. Alfred M. Davenport into the Cumberland County Agricultural Hall of Fame.

#### **ATTACHMENTS:**

Description	Type
Alfred M. Davenport 2020 Hall of Fame Bio	Backup Material



6/22/2020

**Cumberland County  
Agricultural Hall of Fame  
2020  
Nomination Form  
(Return completed form by June 30, 2020)**

Nominee's Full Name: Alfred M. Davenport

Is the Nominee living? If living, please provide the following information:

Address: 1922 Strickland Bridge Road

Fayetteville, NC 28304

Phone: 910-987-4635 alfred.davenport@icloud.com

*If deceased, please provide the following information:*

Name of nearest relative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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Nominator: Mr. Wingate Collier

Address: 3799 South River School Road

Wade, NC 28395

Phone: 910-483-8201

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**Eligibility:**

- Nominee can be living or nominated posthumously.
- Agriculture work/achievements must have been accomplished in Cumberland County.
- Applications must be submitted using the application form (preferably typed).
- Applications must be submitted by the application deadline.
- No more than one (1) candidate will be inducted each year.
- Citizens of Cumberland County are eligible (individual can be a former citizen of Cumberland County as long as they were a citizen during their contribution to agriculture).

Please complete the following information about the Nominee

**Please describe the nominee's farming operation/agricultural work:** Alfred

Davenport began his career with Cumberland County Cooperative Extension in 1974, serving as the assistant agent with responsibilities in 4-H, horticulture, and forestry. His strong work ethic enabled him to quickly move up through the ranks in Cooperative Extension. He was promoted to associate agent in 1975 and to full agent status in 1977. With the hiring of a 4-H Agent in 1980, Mr. Davenport was then able to work exclusively with horticulture until his retirement in 1993. Prior to working with Cooperative Extension, Mr. Davenport was employed for over 15 years as Department Head of Agriculture at the NC Department of Juvenile Corrections.

**Please describe the nominee's significant accomplishments and major**

**contributions to agriculture in Cumberland County:** Mr. Davenport was a pioneer in

the promotion and adaptation of the use of black plastic and drip irrigation among the farming community in Cumberland County. While this is something commonly used today, drip irrigation in the 70's was unheard of. Farmers producing horticultural crops, introduced this technology upon the advisement of Mr. Davenport. He promoted this technology with numerous on-site demonstrations located throughout the county and was recognized as the local expert on drip irrigation. This farming/gardening method of conserving moisture has become a common practice used today. Under the guidance of Mr. B.T. McNeill, former County Extension Director, Mr. Davenport helped to establish and supported the Cumberland County Farmers Market on Gillespie Street. This was a great way for producers to sell their products locally. He spearheaded the effort to secure farmers to sell their produce at the market. This market was successful through the early 1980's. His horticulture expertise was well recognized by farmers in



the county and in the Southeast region of NC. In addition, he also served the 4-H program. He helped to organize many 4-H clubs in the county and provided leadership in forming the first volunteer leader's association in the district. One of his most noted accomplishments was working with leaders in organizing 4-H clubs at Fort Bragg for military youth. Mr. Davenport attended the club meetings and provide training and educational programs. This would evolve into the 4-H military program which serves over 500 youth today.

**Total years of service contributing to Cumberland County agriculture:** 50+

**Nominee's agricultural leadership roles, honors, awards:** Mr. Davenport has a B.S. degree in agriculture from NC A&T State University and a Master's degree in Adult Education from NC State University. In 1979 he was selected as one of the seven top young agricultural agents in NC. He was honored for his work in 4-H, horticulture, and forestry. While Mr. Davenport retired in 1992 his service to agriculture continued as he served as an advisor to the Cumberland County Farm Service Agency (FSA) Committee for a total of 18 years beginning in 1997. His vast knowledge of producing vegetable crops was an asset to the Farm Service Agency County Committee. He could always be relied upon to share information such as: crop conditions, farming practices to ensure the best possible outcome, and other factors to consider before making any determination regarding program eligibility. In addition, he is well known for growing greenhouse tomatoes and cucumbers in his four 100 ft greenhouses. While he has had to scale back his gardening efforts today, his contribution over the years is greatly appreciated and respected by the farming community.

**Nominee's major civic, religious, or public service contributions:** Mr.

Davenport is an active member in his church. He serves on the Men of Zion Committee that mentor young men and he also serves on the board of trustees for his church.

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**Returned completed forms and supporting documentation by June 30, 2020 to:**

**Cumberland County Cooperative Extension**

**Attn: Agricultural Hall of Fame**

**Charlie Rose Agri-Expo Center**

**301 East Mountain Drive**

**Fayetteville, North Carolina 28306**



## County Agent Receives Award

Alfred M. Davenport, Cumberland County agricultural extension agent, has been selected as one of the seven top young agricultural agents in the state.

He was cited for his work with 4-H, horticulture and forestry. Among other things, he has helped to organize many new 4-H Clubs in the county, and Cumberland was the first county in the South Central District to form a Volunteer 4-H Leaders Association. A forestry Association has also been organized in the county.

Davenport has a B.S. degree from A. & T. State University. He joined the extension staff in Cumberland as an assistant agent



*Alfred Davenport, County agent, receives award.*

in 1974. He was promoted to associate agent in 1975 and to agent in 1977.



**FINANCE OFFICE**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 9/10/2020**

**SUBJECT: APPROVAL OF SOLE SOURCE UPGRADE OF PNEUMATIC  
CONTROLS**

**BACKGROUND**

Funds in the amount of \$190,000 were appropriated in the fiscal year 2021 Capital Improvement Plan budget for the upgrade of pneumatic controls at the Department of Social Services, Spring Lake Library and Spring Lake Family Resource Center. The existing controls will be replaced with a direct digital control (DDC) system.

The existing controls are operated using Metasys Software. Metasys software is proprietary to Johnson Controls, Inc. The new controls must be compatible with the existing software. To maintain standardization and compatibility, the new controls need to be procured from and installed by Johnson Controls, Inc. Quotes were submitted totaling \$146,187.70.

**RECOMMENDATION / PROPOSED ACTION**

Finance and Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (iii), as standardization and compatibility are the overriding considerations.

**ATTACHMENTS:**

Description	Type
Supporting Documents	Backup Material





## Sole Source Request Form

Submit Completed Form to the Amanda Bullard, Purchasing Manager

Date: 9-10-20 Department: Internal Services

1. Vendor (Full and Correct Legal Name): Johnson Controls, Inc.

**\*\*Important Note for Item #2:** Budgetary issues will cause a delay in sole source approval. "Original Budget" means the funds were approved by the Board in the original budget request for the current fiscal year. If a budget revision was completed for the full amount of the project, put "N" and provide the budget revision number. If the budget revision was not completed in the current fiscal year, confirm all required budgetary processes are complete and the funds are available before submitting. If budget related Board approval will need to be obtained or you are not certain of how to respond to item #2, contact Purchasing to discuss before submitting. \*\*

2. Amount Budgeted for Purchase: \$190,000 Original Budget (Y/N): Y or Budget Revision #: \_\_\_\_\_ Budget Line: Org. 107485 Object Code: 577050

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):

The existing pneumatic controls at the Department of Social Services, the Spring Lake Library, and the Spring Lake Family Resource Center are outdated and need to be replaced.

5. Which General Statute Sole Source Standard Does this Request Meet?

- ☐ (1) Performance or price competition is not available. Explain Below.
- ☐ (2) Product is available from only one source. Explain Below.
- ☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).

The controls on all floors use the Metasys building automation software which is a proprietary software used by Johnson Controls. The new controls must be compatible with this system and even though other vendors could provide the controls, they would have to contract with Johnson Controls to make it work with their system. It would be in the County's best interest to contract the entire project with Johnson Controls for standardization and compatibility.

6. Required Attachments:

- a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
- b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]  
Department Head

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Amanda Bullard Date: 9-11-20

BOCC Meeting Date: 9-21-20 Deadline for Novus Entry: \_\_\_\_\_



## PROPOSAL

Cumberland County

628 Fayetteville / Wilmington Team  
395 B. North Green Meadows Dr.  
Fayetteville N.C. (Service Team)  
Phone: 910-303-0822  
Fax: 910-323-9323

TO: RICKY HAIR

Date: 9/1/2020

Proposal Ref: DSS UPGRADE

We propose to furnish the Materials/Labor to perform the work described below for the net price of \$ 69,520

*To replace all existing pneumatic controls on the 2nd floor with JCI ddc controls. This includes pulling plenum rated cable between all AHU and VAV boxes, replacing controllers, commissioning, and adding points to the metasys server, all work will be performed to JCI standards and customer satisfaction*

**Quote does NOT include:**

- Overtime, after hours, holiday work.
- Any additional labor or material not listed above.
- Any applicable, Local, Federal, or State Taxes.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with Work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

this proposal is valid until: 60 Days

Johnson Controls, Inc.

Signature:

Signature: *Stanley Thibodeaux*

Name:

Name: Stanley Thibodeaux

Title:

Title: Senior System Rep

Date:

PO:





## PROPOSAL

Cumberland County

628 Fayetteville / Wilmington Team  
395 B. North Green Meadows Dr.

Fayetteville N.C. (Service Team)  
Phone: 910-303-0822  
Fax: 910-323-9323

TO: RICKY HAIR

Date: 8/19/2020

### Proposal Ref: SPRING LAKE LIBRARY UPGRADE

We propose to furnish the Materials/Labor to perform the work described below for the net price of \$29,925.50

For the above price this proposal includes: Upgrade pneumatic controls at Spring Lake Library, this will allow the customer better control and ability to monitor the temp through out the buildings

#### Upgrade the following:

Replace existing Pneumatic controls on 2 Air Handling Units; this includes Damper Actuators, Temp Sensors and Start Stop commands.

Replace Pneumatic controls on 17 VAV boxes, this includes new controllers and new thermostats

#### Quote does NOT include:

Any Chill Water or Hot Water Valves

Overtime, after hours, holiday work.

Any additional labor or material not listed above.

Any applicable, Local, Federal, or State Taxes.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: 60 Days

Johnson Controls, Inc.

Signature:

Signature: *Stanley Thibodeaux*

Name:

Name: Stanley Thibodeaux

Title:

Title: Senior System Rep

Date:

PO:



## PROPOSAL

Cumberland County

628 Fayetteville / Wilmington Team  
395 B. North Green Meadows Dr.  
Fayetteville N.C. (Service Team)  
Phone: 910-303-0822  
Fax: 910-323-9323

TO: RICKY HAIR

Date: 8/19/2020

### Proposal Ref: SPRING LAKE RESOURCE UPGRADE

We propose to furnish the Materials/Labor to perform the work described below for the net price of \$46,742.20

For the above price this proposal includes: Upgrade pneumatic controls at Spring Lake Resource Center, this will allow the customer better control and ability to monitor the temp throughout the building and for easier maintenance when there is an issue

Replace Pneumatic controls on 44 VAV boxes, this includes new controllers and new thermostats and Eps, This will also include discharge air temp monitoring

Quote does NOT include:

Any Chill Water or Hot Water Valves

Overtime, after hours, holiday work.

Any additional labor or material not listed above.

Any applicable, Local, Federal, or State Taxes.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: 60 Days

Johnson Controls, Inc.

Signature:

Signature: *Stanley Thibodeaux*

Name:

Name: Stanley Thibodeaux

Title:

Title: Senior System Rep

Date:

PO:



## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER**

**DATE: 9/16/2020**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
SEPTEMBER 21, 2020 BOARD OF COMMISSIONERS' MEETING**

#### **BACKGROUND**

##### **General Fund 101**

**1 ) Heath Department - Budget Ordinance Amendment B211022 to recognize state funds from the NC Division of Public Health in the amount of \$113,680 for Health – Infection Prevention and Control – COVID Response**

The Board is requested to approve Budget Ordinance Amendment B211022 in the amount of \$113,680 representing state funds. The Health Department received state funds to create Regional Prevention Support Teams to provide on-site infection prevention and control training and consultation to all Long-Term Care Facilities in Public Health Region 6.

Please note this amendment requires no additional county funds.

**2 ) Legal – Budget Ordinance Amendment B210169 to provide funding for a legal attorney position in the County Attorney's Office the amount of \$122,650**

The Board is requested to approve Budget Ordinance Amendment B210169 to provide funding for a legal attorney position in the County Attorney's Office in the amount of \$122,650. This position was approved at the September 10, 2020 Agenda Review Session.

Please note this amendment requires appropriation of general fund balance.

**REGARDING THE FOLLOWING ITEMS #3 - #9 PLEASE NOTE:**

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/20) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2020 budget; however, the money was not spent by June 30, 2020.

The following amendments seek to bring those funds forward from FY 2020 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY20 funds in FY21.

## **General Fund 101**

### **3 ) Tax Administration – Budget Ordinance Amendment B210974 to re-appropriate FY20 funds in the amount of \$55,900 for tax audit fees**

The Board is requested to approve Budget Ordinance Amendment B210974 to re-appropriate FY20 funds in the amount of \$55,900 for tax audit fees. These funds are needed for tax audits which began in FY20 and were still in process at the end of the fiscal year.

### **4) Information Services – Budget Ordinance Amendment B210019 to re-appropriate FY20 funds in the amount of \$655,896 for projects and purchases not completed in FY20**

The Board is requested to approve Budget Ordinance Amendment B210019 to re-appropriate FY20 funds in the amount of \$655,896 for projects not completed in FY20. These include items related to the tax software project, the EnerGov project and technical support.

### **5) Sobriety Court – Budget Ordinance Amendment B210332 to re-appropriate FY20 funds in the amount of \$1,090 for a laptop purchased but not received in FY20**

The Board is requested to approve Budget Ordinance Amendment B210332 in the amount of \$1,090 for a laptop purchased but not received in FY20. This laptop will be used in the Sobriety Court Department.

### **6 ) Sheriff's Office, Detention Center – Budget Ordinance Amendment B210251 to re-appropriate FY20 funds in the amount of \$100,535 for projects that were not completed in FY20**

The Board is requested to approve Budget Ordinance Amendment B210251 to re-appropriate FY20 funds in the amount of \$100,535 for projects that were not completed in FY20. These include camera replacements at the Law Enforcement Center and Detention Center and replacement of the fingerprint system at the Detention Center.

## **Capital Investment Fund 107**

### **7 ) Capital Investment Fund – Budget Ordinance Amendment B210018 to re-appropriate FY20 funds in the amount of \$36,408 for a network increase that was not completed in FY20**

The Board is requested to approve Budget Ordinance Amendment B210018 to re-appropriate FY20 funds in the amount of \$36,408 for a network increase that was not completed in FY20. This network increase will increase speeds and lower bandwidth limitations at both Courthouses, and the DSS and Child Support buildings.

**8 ) Capital Investment Fund – Budget Ordinance Amendment B210024 to re-appropriate FY20 funds in the amount of \$599,700 for an Electronic Health Records (EHR) system and Automatic Vehicle Location (AVL) replacement that were not completed in FY20**

The Board is requested to approve Budget Ordinance Amendment B210024 to re-appropriate FY20 funds in the amount of \$599,700 for an EHR system at the Department of Public Health and AVL purchase that was not completed in FY20.

**9 ) Capital Investment Fund – Budget Ordinance Amendment B210250 to re-appropriate FY20 funds in the amount of \$108,707 for the storage array system project in the Sheriff's Office that was not completed in FY20**

The Board is requested to approve Budget Ordinance Amendment B210250 to re-appropriate FY20 funds in the amount of \$108,707 for the storage array system project in the Sheriff's Office that was not completed in FY20.

**RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



## **SHERIFF'S OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ENNIS WRIGHT, SHERIFF**

**DATE: 9/14/2020**

**SUBJECT: REQUEST TO ESTABLISH A NEW POSITION IN THE SHERIFF'S OFFICE FOR GUN PERMITS AND APPROVE THE ASSOCIATED BUDGET ORDINANCE AMENDMENT #B210113**

#### **BACKGROUND**

The attached memorandum from Sheriff Ennis Wright was presented at the September 10, 2020 Board of Commissioners Agenda Session requesting an additional Administrative Support Specialist position in the Gun Permits section. The annualized cost of this new position is \$43,367 and the cost for this fiscal year is \$36,800.

#### **RECOMMENDATION / PROPOSED ACTION**

This item was unanimously approved to be placed on the Consent Agenda of the September 21, 2020 Board of Commissioners' meeting. The recommendation is to approve the establishment of a new position in the Gun Permits section and approve the Associated Budget Ordinance Amendment B210113.

#### **ATTACHMENTS:**

Description

Sheriff's Office Request for New Position in Gun Permits Section

Type

Backup Material





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



Internationally Accredited Law Enforcement Agency

**RECEIVED**  
9/2/20

TO: Amy Cannon, County Manager

FROM: Ennis W. Wright, Sheriff

DATE: August 28, 2020

RE: NEED FOR IMMEDIATE POSITION IN GUN PERMITS

This proposal is in reference to the Cumberland County Sheriff's Office Gun Permits Office and its immediate need for an additional position. At this time the gun permits office has appointments for concealed permits booked out through April 2021. This means people applying for concealed permits now will not even be seen until April 2021 for fingerprints and turning in required documents.

The work load has increased by so much that the average time on concealed permits is 10 weeks as opposed to the normal 6 weeks. This is due to the employees not having time to catch up with the work load and shortage of employees in the office. Everyday two hours are taken up by each employee for fingerprinting. This takes one employee at a time out of the office to concentrate only on fingerprinting.

The reason for one person fingerprinting at a time is this; when an individual is fingerprinted for a permit that entire process has to be completed that day per the state. If the office was to take a large amount of fingerprints without completing the entire process for each person fingerprinted the state can pull DCI rights for the gun permits office.

The work load for the gun permits office has vastly out grown the amount of employees in the office. Adding another employee just for fingerprinting would only triple an already doubled work load in this office.

This office needs another person immediately to assist with this doubled work load that is not going to decrease but only continue to grow. This office greatly needs another position to assist with all aspects of the gun permits office so that the Cumberland County Sheriff's Office can adequately serve the citizens of this county.

This position would be a great asset to insure that permits are not issued to those not qualified to receive them. This would help insure that the Sheriff and County are not sued for any wrongful issuance of gun permits.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 9/11/2020**

**SUBJECT: MEMORANDUM OF AGREEMENT WITH CUMBERLAND COUNTY  
AND THE CUMBERLAND COUNTY BOARD OF EDUCATION FOR  
SUPPORT IN EMERGENCY EVENTS AFFECTING CUMBERLAND  
COUNTY, NORTH CAROLINA**

**BACKGROUND**

In the event of declared States of Emergency in Cumberland County, the Cumberland County Emergency Management Department has the need for support in various public health, shelter and transportation functions. Over the years, the Cumberland County Board of Education has provided those various types of support in the areas of shelter, care of persons displaced by the event and transportation services.

The Cumberland County Board of Education has prepared a Memorandum of Agreement to support activities in response to emergency events affecting Cumberland County. The purpose of this agreement is to combine resources with Cumberland County Emergency Management to successfully manage an emergency incident or event, and for the Cumberland County Schools to provide resources for shelter facilities, staffing and transportation services that would assist in providing protection and care for the affected population in Cumberland County during an emergency.

The term of this agreement begins on the date that it is signed and will continue for the duration of five (5) years. The attached agreement can be renewed as many times as desired at the agreement of both parties. Both parties shall be responsible for their own costs incurred and for requesting reimbursement for those costs to the appropriate entity, which may include, but is not limited to the Federal Emergency Management Agency (FEMA).

**RECOMMENDATION / PROPOSED ACTION**

This Memorandum of Understanding was presented at the Board of Commissioners Agenda Session on



September 10, 2020 and was recommended to move forward on the Consent Agenda at the September 21, 2020 Board of Commissioners meeting for approval.

**ATTACHMENTS:**

Description	Type
Memorandum of Agreement Between Cumberland County and CCBOE for Support in Emergency Events Affecting Cumberland County	Backup Material

## **Memorandum of Agreement**

Between

The Cumberland County Board of Commissioners

And

The Cumberland County Board of Education

For:

Support activities in response to emergency incidents affecting Cumberland County, North Carolina

### **Summary**

In the event of an emergency incident/event, Cumberland County Emergency Management (CCEM), as representatives of Cumberland County Government, will have a need for support in various public health, shelter, and transportation functions. Whether the incident results from a natural disaster or man-made hazard, persons displaced or affected by the incident will present a need for varying types of care and support. These needs will change based on the nature, scope, location, and duration of the incident.

### **Approach**

In the event of an imminent or actual emergency incident or event, or the declaration of a State of Emergency by the Cumberland County Board of Commissioners or the Governor of North Carolina, CCEM may request assistance from the Cumberland County Board of Education (hereinafter "Cumberland County Schools" or "CCS") in the area(s) of sheltering, care of persons displaced by the incident, and transportation. Upon activation of the Emergency Operations Plan (EOP), the Emergency Management Coordinator (EMC) may request pertinent resources from the CCS Superintendent, or his/her designee. An explanation of such resources as may be requested in support of an incident response is included below.

### **Purpose**

The purpose of this document is to establish an agreement between CCEM and CCS that serves to strengthen Cumberland County's capacity to successfully manage an emergency incident or event. CCS possesses valuable facilities and resources that may be required in support of the response to an emergency situation affecting Cumberland County. By providing essential facilities, related services, and personnel, CCS will substantially increase Cumberland County's ability to provide protection and care for its population, public and private property, and environmental resources.

## **Functional Areas and Responsibilities**

In the event that the EMC, or his/her designee, deems it necessary, CCS shall provide support to the Emergency Operations Plan. CCS shall provide support in four (4) functional areas: Public Health, Animal Protection, Human Services/Mass Care, and Transportation.

### **Public Health Function**

CCS shall support this function through the following responsibilities:

- Provide facilities to serve as reception centers in the event of a chemical, biological, radiological, nuclear or explosive (CBRNE) attack or event.
- Facilities will be used for:
  - Monitoring the public for signs of contamination.
  - Decontamination of persons exposed to CBRNE agents.
  - Storage of impounded vehicles.
  - Shelter for displaced persons after decontamination (see Human Service/Mass Care function below).
- Provide facilities for mass vaccination or mass prophylaxis distribution.
- Provide additional staff to assist in operations as necessary including but not limited to custodial services and facility manager(s).

Cumberland County shall provide the following resources to support this function:

- Staff to manage reception centers.
- Decontamination equipment and personnel.
- Staff and/or volunteers to assist in mass vaccination and mass prophylaxis distribution.

### **Animal Protection Function**

CCS shall support this function through the following responsibility:

- Although Cumberland County shall have primary responsibility for providing facilities for the care and support of pets belonging to shelter occupants, CCS shall supplement these County efforts when additional facilities are required.

Cumberland County shall provide the following resources to support this function:

- Staff and/or volunteers to provide care for animals.
- Equipment for the securing and care of animals (feeding bowls, leashes, cages, cleaning supplies, etc.)

### **Human Service/Mass Care Function**

CCS shall support this function through the following responsibilities:

- Provide designated mass care facilities or shelters for mass care support of the displaced population. For purposes of this Memorandum of Agreement, the following CCS schools are designated as mass care facilities or shelters (other facilities that have been planned for potential use may be added as agreed upon by both parties if determined exigent circumstances dictate the need):
  - Pine Forest High School
  - South View High School
  - Mac Williams Middle School
  - W.T. Brown Elementary School
- Provide gender-specific restrooms for the displaced population.
- Provide appropriate facility access and staff for the operations and maintenance of the designated shelter sites with a sufficient workforce to support mass care facilities through cafeteria and custodial personnel.
- Provide a qualified CCS representative to assist shelter staff at each designated shelter site.

Cumberland County shall provide the following resources to support this function:

- Cumberland County shall determine and be responsible for any facility upgrades, physical improvements, additions, or additional equipment needed to operate the designated shelters.
- Cumberland County Department of Social Services serves as lead agency to the Mass Care function. Social Services will maintain all necessary agreements, records, and reports relating to the designated shelter sites.
- Sworn law enforcement officer(s) and/or security personnel to assist in shelter security.
- Staff to manage and coordinate shelter operations.

#### **Transportation Function**

CCS shall support this function through the following responsibility:

- Provide school buses and properly licensed operators to the EMC in support of emergency transportation needs.
- Provide fuel truck support for fire and EMS units.

#### **Additional Agreement Terms**

1. This agreement will commence on the date signed and continue for the duration of five (5) years.
2. Upon expiration, this agreement may be renewed as many times as desired, at the agreement of both parties.

3. Either party may terminate this agreement at any time by providing written 90-day notice to the other party. This agreement may only be amended in writing, signed by the parties.
4. A request for the services outlined in this document will be made to the CCS Superintendent or his/her designee by the EMC or designee.
5. Additional responsibilities may be assigned to CCS during an incident at the request of the EMC, or his/her designee, upon the written agreement of both parties, which written agreement may be as informal as required by exigent circumstances, but which will nevertheless serve as a record of the additional responsibilities.
6. Incurred damage shall be assessed based upon joint inspections of facilities, equipment or vehicles conducted at the inception of emergency incidents/events.
7. Pursuant to N.C. Gen. Stat. 115C-524, no liability shall attach to the Cumberland County Board of Education for injury or damage incurred in connection with the use of school property pursuant to this agreement.
8. The parties to this agreement shall be responsible for their own costs incurred and for requesting reimbursement for those costs to the appropriate entity which may include but is not limited to the Federal Emergency Management Agency (FEMA).

### **Contacts and Authorization**

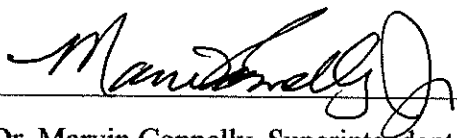
#### **Contacts:**

Gene Booth  
Cumberland County Emergency  
Services Director  
Law Enforcement Center  
131 Dick Street  
Fayetteville, NC 28301  
(910) 321-6736

Joe Desormeaux  
Cumberland County Schools  
Associate Superintendent for  
Auxiliary Services  
Cumberland County Schools  
Operations Center  
810 Gillespie St.  
Fayetteville, NC 28306  
(910) 678-2317

\_\_\_\_\_  
Amy Cannon, County Manager  
Cumberland County

Date: \_\_\_\_\_


  
\_\_\_\_\_  
Dr. Marvin Connelly, Superintendent  
Cumberland County Board of Education

Date: 8/19/2020

Cumberland County  
Board of Commissioners

Cumberland County  
Board of Education

\_\_\_\_\_  
Marshall Faircloth, Chair  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Alicia Chisolm, Chair  
Date: 8/12/2020



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER FOR  
ENVIRONMENTAL AND COMMUNITY SAFETY**

**DATE: 9/14/2020**

**SUBJECT: NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY  
RATING SYSTEM (CRS) ANNUAL RECERTIFICATION PROGRESS  
REPORT**

**BACKGROUND**

Cumberland County participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. The County's participation allows those that are required to have flood insurance to receive discounted insurance premium rates. Cumberland County currently has a class rating of 8 which allows property owners to receive a 10% discount off their insurance premiums for policies within the Special Flood Hazard Area (SFHA).

As part of the County's annual recertification process, the Engineering & Infrastructure Department is required to provide an update on each action item related to floodplain management outlined within the Cumberland County Multi-Jurisdictional Hazard Mitigation Plan. Another requirement involves presenting this progress report to the governing board. The progress report is being provided as an attachment to this memo.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented at the Board's September 10, 2020 Agenda Session. This item is being forwarded to the full Board for consideration on the Consent Agenda at the September 21, 2020 Board of Commissioners' Meeting.

**ATTACHMENTS:**

Description

NFIP CRS Report

Type

Backup Material





**Community Rating System**  
**Activity 510 (Floodplain Management Planning)**  
**Progress Report on Implementation of Credited Plan**

Date this Report was Prepared: August 20, 2020

Name of Community: Cumberland County

Name of Plan: Cumberland–Hoke Regional Hazard Mitigation Plan

Date of Adoption of Plan: June 6, 2016

5 Year CRS Expiration Date: June 6, 2021

1. How can a copy of the original plan or area analysis report be obtained:

The plan is available on the County's Emergency Management webpage at:

<http://co.cumberland.nc.us/emergencyservices/emergency-management>

Once you are on the page, the Plan is the 2<sup>nd</sup> link under the paragraph description of Emergency Management.

2. Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:

Cumberland County partnered with Hoke County and was awarded a grant from the State to update their Hazard Mitigation Plan into one combined plan. The report was published on the County's website and at various locations around the County. Public hearings were held, and each jurisdiction's governing body adopted the plan upon completion.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

*Note: The six jurisdictions that the County provides implementation of their Floodplain Development Ordinance (Eastover, Godwin, Falcon, Wade, Linden & Stedman) do not have any additional action items related to SFHA that are not listed below.*

**The following action items are for Cumberland County and all jurisdictions.**

*Action #1: Maintain an all hazards public education program to educate and prepare residents for all of the hazards that impact Cumberland County.*

- The Engineering & Infrastructure Department reviews the floodplain development, the SFHA and the CRS program at its Citizens Academy every year. We promote it on the website and at booths at fairs, festivals and special events. Our office has recently been contacted by a vendor who has mentioned the idea of a community outreach event in conjunction with the other jurisdictions within the County regarding flood vents. With Covid-19 restrictions on public meetings, we have postponed any guest speakers at this time.

*Action #3: Conduct a countywide infrastructure vulnerability assessment to identify priority needs for updating ill-designed or outdated critical structures.*

- The Engineering & Infrastructure Department works closely with Emergency Management to address any issues that are identified. Since plan adoption, we have added additional battery support for the UPS system that supports the 911 Call Center. Cumberland County purchased a facility last fall that will become the new home of our Emergency 911 Call Center and Emergency Management Department. Our office is in the process now of selecting an Architect and Construction Manager at Risk to develop renovation/expansion plans for this facility.

*Action #5: Collaborate with NC Cooperative Extension and NC Agriculture and Forestry Adaptation Working Group to provide more local support and encouragement of forest conversation and farmland preservation measures.*

- These efforts are taken by both groups as they are a part of the core functions of each of these agencies on a daily basis.

*Action #8: Analyze and update local development ordinances to make buildings safer from wind and flooding, more energy and water efficient, more tolerant of heatwaves and healthier to live in. Also, provide incentives for making buildings safer from wind, flooding, more energy and water efficient and healthier to live in.*

- Cumberland County was negatively impacted in October 2016 by significant flooding from Hurricane Matthew. Our Headquarters Library was damaged from flooding from Cross Creek. As a result, we have installed flood barriers in front of all exterior doors for the lower level to reduce the likelihood of future flooding events. This facility did not flood from Hurricane Florence in September 2018. Floodwaters from Cross Creek came up against the floor barriers, but floodwaters did not enter the facility. The Engineering & Infrastructure Department continues to identify and replace older building operation systems with newer energy efficient equipment as part of the Capital Improvement Plan on an annual basis. In addition, we have replaced exterior windows in several older facilities with new more energy efficient windows that should reduce energy costs moving forward.

*Action #9: Use natural systems, more open space and green surfaces to manage stormwater in a more resilient fashion.*

- Since adoption of the plan, Cumberland County has incorporated depressed landscaped islands in parking lots in an effort to reduce the amount of stormwater runoff as well as provide plants and trees in areas that did not have any prior to improvements. These efforts have continued within the past year as depressed bioretention areas have been created at the Agri-Expo parking lot as well as parking lots at the Crown Coliseum.

**The following action items are for Cumberland County unincorporated areas.**

*Action #1: Restrict residential and non-compatible uses within the Special Flood Hazard Area.*

- The County restricts the zoning of the special flood hazard area to Conservancy District (CD) which restricts residential and non-compatible uses.

*Action #3: Develop a tree ordinance to address clear cutting.*

- The County currently has not developed a tree ordinance to address clear cutting. The County has received grant funding from both Golden Leaf and the Division of Soil and Water to remove vegetative debris from natural stream water courses that got deposited from both Hurricane Matthew and Hurricane Florence.

*Action #4: Develop a greenway program as a means to protect natural areas along the rivers, streams, creeks and drain ways.*

- The County currently has a small stream standard where vegetation is required to remain undisturbed.

*Action #5: Revise the Subdivision Ordinance requiring and additional access for emergency vehicles and to be used as an evacuation route for developments located near special flood hazard area.*

- This provision has not been included as part of the Subdivision Ordinance at the current time. Funding of such requirements is the reason in which this provision has not been included within the ordinance.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

These items have been discussed in the statements above.

5. What are the recommendations for new projects or revised recommendations?

Cumberland County will continue its efforts to educate the community on the SFHA and the efforts that have been outlined above.



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER / INTERIM  
WORKFORCE DEVELOPMENT DIRECTOR**

**DATE: 9/14/2020**

**SUBJECT: WORKFORCE DEVELOPMENT PROGRAM YEAR 2020 LOCAL AREA  
PLAN**

**BACKGROUND**

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Board (WDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan. The WIOA Program Year (PY) 2020 is to provide current information, including local policies, and be effective July 1, 2020 – June 30, 2024, with updates submitted annually during that time.

The comprehensive PY 2020 Plan includes information related to the Workforce Development Board Overview, Local Area Strategic Planning, Regional Strategic Planning, NCWorks Commission, NCWorks Career Center, Employer Services, Performance, Equal Opportunity, WIOA Title I Programs (i.e., Adult and Dislocated Worker Services and Youth Services), and Local Innovations (e.g., local best practices and strategies). The complete document and attachments are available via <http://co.cumberland.nc.us/departments/career-center-group/career-center/local-area-plan>. The Cumberland County Workforce Development Board approved the PY 2020 Cumberland County Local and Regional Workforce Development Area Plan at their May 19, 2020 meeting.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented to the Board at its September 10, 2020 Agenda Session, and it was agreed to place it on the September 21, 2020 Board of Commissioners consent agenda for approval. Upon approval, it is requested that the Chair of the Cumberland County Board of Commissioners sign the Signatory page and the County Manager be authorized to sign the Certification form.



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER / INTERIM  
WORKFORCE DEVELOPMENT DIRECTOR**

**DATE: 9/14/2020**

**SUBJECT: CUMBERLAND COUNTY NCWORKS CAREER CENTER PARTNER  
MEMORANDUM OF UNDERSTANDING (MOU) AND  
INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

**BACKGROUND**

The Workforce Innovation and Opportunity Act (WIOA) Section 121(c)(1) requires each Local Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local WDB and one-stop partners (e.g., Cumberland County NCWorks Career Center), consistent with WIOA Section 121(c)(2), concerning the operation of the one-stop delivery system in the local workforce area. Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200. MOU and IFA documents take effect on the first day of the program year (July 1). The MOU is valid for three program years (unless revision is required). The IFA is valid for one year; a new IFA must be prepared and submitted each program year.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented at the Board's September 10, 2020 Agenda Session, and it was agreed to place it on the Board's September 21, 2020 Board of Commissioners consent agenda for approval. Upon approval, it is requested that Chair of the Cumberland County Board of Commissioners sign MOU and IFA signatory page, the Workforce Development Board Director be authorized to sign as the designated representative of WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs on the MOU and IFA, and the applicable County department heads be authorized to sign as the designated representative for their respective departments as listed within the MOU and IFA.

**ATTACHMENTS:**

Description	Type
Cumberland County NCWorks Career Center MOU	Backup Material
DWS Policy Statement	Backup Material
Cumberland County NCWorks Career Center Partner IFA	Backup Material
Cumberland County NCWorks Career Center IFA Signatory Page	Backup Material
MOU and IFA Designated Signatories	Backup Material

## **NC Works Career Center Memorandum of Understanding**

The Cumberland County Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), shall develop and enter into this Memorandum of Understanding (MOU) between the Cumberland County WDB and the One-Stop Partners under the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128, concerning the operation of the One-Stop delivery system.

### **I. Required Partners WIOA 121 (b)(1)(B)**

1. Title I Adult, Dislocated Workers, Youth, Job Corps, YouthBuild, National Farmworkers Jobs Program (NFJP) and Native American Programs
2. Programs authorized under the Wagner-Peyser Act
3. Adult education and literacy activities authorized under title II
4. Programs authorized under title I of the Rehabilitation Act of 1973
5. Activities authorized under title V of the Older Americans Act of 1965
6. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006
7. Activities authorized under chapter 2 of title II of the Trade Act of 1974
8. Activities authorized under chapter 41 of title 38, United States Code: Job Counseling, Training, and Placement Service for Veterans
9. Employment and training activities carried out under the Community Services Block Grant Act
10. Employment and training activities carried out by the Department of Housing and Urban Development
11. Programs authorized under state unemployment compensation laws
12. Programs authorized under section 212 of the Second Chance Act of 2007
13. Programs authorized under part A of title IV of the Social Security Act: Temporary Assistance For Needy Families

### **II. Additional Partners**

The local WDB may have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters. With the approval of the Cumberland County WDB and CEO, the following entities may be additional one-stop partners.

1. Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under section 1148 of the Social Security Act
2. Employment and training programs carried out by the Small Business Administration
3. Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008
4. Work programs authorized under Section 6(o) of the Food and Nutrition Act of 2008
5. Programs carried out under section 112 of the Rehabilitation Act of 1973
6. Programs authorized under the National and Community Service Act of 1990

## MOU Guide

7. Other appropriate federal, state, or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

### III. Roles and Responsibilities WIOA Section 121 (b)(1)(A)

Each required partners of the One-Stop Delivery System shall:

- a.) provide access through the one-stop delivery system, including making the career services (eligibility determination, outreach, initial assessment, labor exchange service, job search, recruitment, referrals, job listings, training provider information, local area performance, supportive service information, financial aid assistance, career planning, financial literacy, and more) that are applicable to the program or activities available at the one-stop centers.
- b.) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers.
- c.) enter into a local MOU (shown by signature on this document) with the local board, relating to the operation of the one-stop system.
- d.) participate in the operation of the one-stop system consistent with the terms of this MOU, the requirements of this title, and the requirements of the federal laws authorizing the program or activities.
- e.) use a common one-stop delivery system identifier (in North Carolina this is NCWorks).
- f.) identify strategies to meet the needs of individuals with barriers to employment.
- g.) [Additional items here; Example: shared service cost for Center greeter].

### IV. Costs of Services (WIOA Regulations 678.700, USDOL December 27, 2016: Infrastructure Funding Guidance)

This section must contain effective time period, infrastructure and shared services budget, identify all one-stop partners/CEOs/local Boards participating, and describe the periodic review and reconciliation process to ensure equitable benefit among partners. The infrastructure funding agreement (IFA) may have a different effective time period from the duration of the MOU. Also, the infrastructure funding agreement must include binding signatories if submitted as a separate document.

- a.) Identification of the infrastructure costs budget, which is a component of the overall one-stop operating budget.
- b.) If different from Section I above, identify all one-stop partners, CEOs, and the Local WDB participating in the IFA.
- c.) Describe how the periodic modification and review process to ensure equitable benefit among one-stop partners will be conducted and include a timetable.
- d.) Provide the process used to reach consensus among all partners when developing the IFA. (Or, if applicable, provide assurance that the local area followed the State Funding Mechanism process.)
- e.) Describe the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.



## MOU Guide

### V. Funding definitions

#### a.) Cash and In-Kind for Ongoing One-Stop Delivery System Operators

Non-cash contributions must be valued consistent with 2 CFR 200.306 and reconciled regularly (i.e., monthly or quarterly). Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations. The value of third-party in-kind contributions must also be consistent with the Uniform Guidance at 2 CFR 200.306 and reconciled on a regular basis (e.g., monthly or quarterly) to ensure they are fairly evaluated and meet the partners' proportionate share.

#### b.) Infrastructure Costs One-Stop Centers

Non-personnel costs necessary for the general operation of the one-stop center. The funds provided under this paragraph by each one-stop partner shall be provided only from funds available for the costs of administration under the program administered by such partner and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration (WIOA Regulations 678.720).

#### c.) Non-personnel costs include: Rental of the facilities; Utilities and maintenance; Equipment (including assessment-related products and assistive technology for individuals with disabilities); and Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

NOTE: The IFA is a required component of the MOU and not a separate document. The reasonable cost allocation methodology should be provided and consistent with Federal Cost Principles in the Uniform Guidance 2 CFR Part 200.94.

### VI. Methods of Referrals

Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system.

Partners will utilize methods of referrals of individuals between one-stop operators and one-stop partners for appropriate services and activities.

### VII. Certification and Continuous Improvement

The parties herein shall comply with established Certification and Continuous Improvement Criteria established by the state board, in consultation with CEOs and local boards. The objective criteria and procedures for use by local boards in assessing at least once every 3 years the effectiveness, physical and programmatic accessibility in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system.

## MOU Guide

### VIII. Performance and Accountability

Each partner is responsible for ensuring that its legislated programs, services, and activities are provided in the one-stop center in accordance with the goals, objectives, and performance measures of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and regulations. Each partner agrees to work to support the achievement of WIOA and one-stop performance measures.

### IX. Confidentiality of Information

Exchange of information among partners is encouraged and expected. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the partners collecting, receiving, or sharing information. Each partner agrees to collect and share information necessary to track the performance of the One-Stop Center in accordance with provisions of the Workforce Innovation and Opportunity Act (WIOA) P.L. 113-128 and accompanying regulations.

### X. Monitoring and Oversight

The CEO, the WDB, the DWS, United States Department of Labor, and local area administrative entity have the right to monitor activities under this MOU to ensure performance goals are being maintained and that the MOU terms and conditions are being fulfilled. The partners shall permit on-site visits and reviews by the above mentioned agencies or their designee.

### XI. Disputes

The parties shall first attempt to resolve any disputes informally. Any party shall call a meeting of the partners to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the Chair of the local WDB who shall place the dispute upon the agenda of a regular or special meeting of the Board's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Finally, if the Executive Committee's resolution efforts fail, any party may file a grievance in accordance with agreed upon WIOA grievance procedures.

### XII. Duration

This MOU shall remain in effect until terminated by the repeal of the WIOA P.L. 113-128, or otherwise by action of law.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 60-calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown within this MOU, and to the contact persons so listed, considering any information updates received by the parties.

## MOU Guide

Should any one-stop partners withdraw, this MOU shall remain in effect with respect to the remaining Partners until a new MOU is executed or the end of the current federal program year (July through June).

The WDB reserves the right to terminate the participation of any partner upon 60-days notice if the partner's actions are inconsistent with the terms and conditions of this MOU.

This memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services. [WIOA 121].

### XIII. Modification and Assignment

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties. Any assignee shall also commit in writing to the terms of this MOU.

Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.

## MOU Guide

### XIV. Signatures

By signatures hereto, the partner(s) attest to participation in the development of this MOU and will support and implement the provisions contained herein. I certify that I have read and understand the above information and agree to the terms outlined herein. By signing this document, I also certify that I have the legal authority to bind my agency to the terms of this MOU.

W. Marshall Faircloth

Printed Name	Signature	Date
Chairman, Board of Commissioners Cumberland County, Chief Elected Official		

Dina Simcox

Printed Name	Signature	Date
Cumberland County, Workforce Development Board Chair		

Tracy Jackson

Printed Name	Signature	Date
Interim Director WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Elizabeth Crabill,  
Chief Deputy Secretary

Printed Name	Signature	Date
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws		

Norman Turner

Printed Name	Signature	Date
Director Title I Job Corps		

Not Applicable

Printed Name	Signature	Date
Title I Youth Build		

## MOU Guide

Susan Oney

Printed Name	Signature	Date
Telamon		
Title I National Farmworkers Jobs Program (NFJP)		

Not Applicable

Printed Name	Signature	Date
Title I Native American Programs		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Adult education and literacy activities authorized under Title II		

Alma Price Taylor

Printed Name	Signature	Date
Regional Director, Central Region, Division of Vocational Rehabilitation		
North Carolina Dept of Health and Human Services		
Programs authorized under Title I of the Rehabilitation Act of 1973		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager		
Activities authorized under Title V of the Older Americans Act of 1965		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006		

Cynthia Blot

Printed Name	Signature	Date
Economic & Community Development Director		
Employment and training activities carried out under the Community Services Block Grant Act		

## MOU Guide

Amy Cannon

<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>
Cumberland County Manager Employment and training activities carried out by the Department of Housing and Urban Development		

Michael Westray

<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>
Regional Reentry Specialist Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169)		

Brenda Jackson

<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>
Director, Dept of Social Services Temporary Assistance for Needy Families (TANF)		




**NORTH CAROLINA DEPARTMENT OF COMMERCE  
DIVISION OF WORKFORCE SOLUTIONS**

**DWS POLICY STATEMENT NUMBER: PS 09-2020, Change 1**

**Date: July 9, 2020**

**Subject: NCWorks Career Center Memorandum of  
Understanding and Partner Infrastructure Funding  
Agreement**

**From:**

  
Jessica Englert  
Assistant Secretary for Workforce

**Purpose:** To provide guidance on the required NCWorks Career Center Memorandum of Understanding (MOU) and Partner Infrastructure Funding Agreement (IFA).

This policy statement rescinds PS 09-2020.

**Background:** The Workforce Innovation and Opportunity Act (WIOA) Section 121(c)(1) requires each Local Workforce Development Board (WDB), with the agreement of the Chief Elected Official (CEO), to develop and enter into an MOU between the Local WDB and the one-stop partners, consistent with WIOA Section 121(c)(2), concerning the operation of the one-stop delivery system in a local workforce area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA Section 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

**Action:** Local WDBs must use the attached MOU and IFA templates as both contain all required elements. MOU and IFA documents take effect on the first day of the program year: July 1. The MOU is valid for three program years, while the IFA is valid for one year. As such, a new IFA must be prepared and submitted each program year. WDBs are not required to resubmit their MOUs

prior to the end of the third program year unless it is revised. Revisions must be submitted for review and approval as soon as practicable.

WDBs must submit fully executed copies of both documents electronically using the Workforce Information System Enterprise (WISE). The fully executed IFA for the current program year must be submitted no later than the close of business on September 30, 2020. Local elected officials and the WDB Chairs will be notified if the IFA is not submitted to DWS by the due date.

Commerce leadership will sign for both DWS and DES once all other signatures have been secured. Regional Operations Directors and other DWS staff members can no longer sign MOUs or IFAs. WDBs must send their IFA to their planner after all other parties have signed it; at which point, the IFA will be circulated within Commerce for verification and signature.

Please reference Attachment 1 for NCWorks Career Center MOU, Attachment 2 for Infrastructure Funding Agreement, Attachment 3 Partner Infrastructure Funding Agreement Signatory Page, Attachment 4 MOU and IFA Designated Signatories.

**Effective Date:** Immediately

**Expiration:** Indefinite

**Contact:** Division Planners

**Attachments:**

1. NCWorks Career Center MOU
2. Infrastructure Funding Agreement
3. Partner Infrastructure Funding Agreement Signatory Page
4. MOU and IFA Designated Signatories



# **Cumberland County NCWORKS Career Center Partner Infrastructure Funding Agreement (IFA)**

## **I. Purpose**

This Partner Infrastructure Funding Agreement (IFA) is entered by and between the Cumberland County Workforce Development Board and Cumberland County NCWorks Partners. This IFA provides information on the shared infrastructure cost and/or in-kind arrangements. All partners to this IFA recognize that infrastructure and other additional costs are applicable to all required partners, as outlined in Section 121(b)(1)(B) of WIOA, whether they are physically located in the NCWorks Career Center or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received.

The sharing and allocations of infrastructure costs among NCWorks partners are governed by the Workforce Innovation and Opportunity Act (WIOA) Sec. 121(b), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance).

Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the NCWorks Career Center, including: rental of the facilities, utilities and maintenance, equipment (including assessment related and assistive technology for individuals with disabilities), technology to facilitate access to the center, as well as many other infrastructure costs such as signage and supplies. NCWorks Career Center must share in additional costs which must include applicable career services and may include shared operating costs and shared services that are necessary for the general operation of the Career Center.

## **II. Cumberland County NCWorks System Infrastructure Budget**

Total infrastructure costs for PY20 are \$353,633.96.

## **III. Cost Allocation Methodology**

There is a two-tiered approach for determining infrastructure and additional cost for required WIOA Career Center partners using the Local Funding Mechanism (LFM). For Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Carl D. Perkins Career and Technical Education, Adult Education and Family Literacy Act (AEFLA) and Senior Community Service Employment (SCSEP) programs, the LFM method uses a funding percentage cap of 1.5% to determine the agency's proportionate share of infrastructure and additional costs. The 1.5% is then distributed to workforce boards based on workforce service criteria outlined by each agency. Title IV, Vocational Rehabilitation (VR) determines proportionate share based on the number of VR and adult ed. clients that received services in the previous program year and documented in NCWorks.

The LFM is used to negotiate appropriate contributions from each required partner that will be allocated to the Cumberland County Workforce Board as outlined below. The two-tiered approach methodology does not include Division of Workforce Solutions (DWS) administered programs or Workforce Development Board (WDB) administered programs. For all other required partners with state agencies, infrastructure contributions will be transferred to DWS as a lump sum based on the LFM for the said agency. Once DWS receives funding from the State

agency, DWS will distribute funding to the local area via the funding methodology set up for each State agency as outlined in the table below.

For required partners without a State agency, but which are federally funded, the LFM is used as well; however, this negotiation will vary per WDB and should be outlined in the table below. Not all federally funded required partners may administer programs in a WDB's Local Area. In that case, infrastructure cost sharing is not required.

For required partner programs administered by the DWS: Title III Wagner-Peyser Employment Services, Trade Adjustment Assistance (TAA), and Jobs for Veterans State Grants (JVSG), the cost sharing model is based on the grant employees' proportionate use of the NCWorks Career Center. DWS and WDB will pay a cost per employee housed in the center. The cost per employee will be based on the total infrastructure cost of the NCWorks Career Center, where applicable.

*(Please do not delete any partners from the table. If not applicable, please write N/A)*

<b>WIOA Required Partners</b>	<b>Funding Methodology</b>
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs	Proportionate use – cost per employee
WIOA Title I: Job Corps	Local negotiations or N/A
WIOA Title I: YouthBuild	Local negotiation or N/A
WIOA Title I: Native American programs	Local negotiation or N/A
WIOA I: National Farmworker Jobs Program (NFJP)	Local negotiation or N/A
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	Proportionate use – cost per employee
WIOA Title III: Trade Adjustment Assistance (TAA) activities	Proportionate use – cost per employee
Jobs for Veterans State Grants (JVSG) programs	
Senior Community Service Employment program (SCSEP)	Local negotiations or NA or State-run programs: The Division distributes 1.5% of the federal funding to local workforce boards that support those counties covered by the SCSEP grant awarded to NC DHHS-Div. of Aging and Adult Services proportionally to the number of employment slots that county received in the award.
Unemployment Compensation (UC) programs	Based on Title I Dislocated Worker formula
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	Local negotiation or N/A
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) program	A calculated amount per participant served is allocated based upon the number of AEFLA participants receiving staff assisted services at a WDB within each provider's service area.
Carl D. Perkins Career and Technical Education programs	A calculated amount per participant served is allocated based upon the number of CTE participants receiving staff assisted services at a WDB within each provider's service area.
WIOA Title IV: Vocational Rehabilitation (VR) Services program	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Department of Housing and Urban Development Employment and Training programs	Local negotiation or N/A

Services for the Blind	Based on the number of VR clients with IPEs that received NCWorks service in the previous program year. Differences are reconciled in following program year.
Community Services Block Grant (CSBG) programs	CSBG amount is based on 2017 survey of Community Action Agencies, the amount of awarded CSBG identified as being directed to employment screening was calculated. In aggregate, employment services accounted for 20% of the CSBG awards. 20% times the state maximum percent of 1.5% = amount to be awarded for infrastructure cost sharing. The amount for infrastructure cost sharing was allocated to counties/agencies based on each their allocation of CSBG funding.
Temporary Assistance for Needy Families (TANF) program	TANF Amount to distribute is determined by county(ies) coding (method of recording expenditures) to WFCBG for Employment Services in SFY 2016-17. The percentage of funding for each county of the total allocation of the TANF Work First County Block Grant (this funding provides dollars for Employment Services Funded with TANF) is applied to the coded expenditure amount.

For additional partners that are not required partners, funds are paid directly to the Local Area WDB based on the partner's proportionate use of the center as outlined in the table below.

*(Insert table for additional partners as applicable)*

#### IV. IFA Modifications

The partners recognize that modifications to the IFA may be necessary during the program year. Any authorized representative of a partner may make a written request for modification. In order to be valid, any modification to the IFA must be in writing, with a 30-day notice, signed, and sent to Peggy Aazam, Program Coordinator for Cumberland County Workforce Development. If the Cumberland County Workforce Development Board requests a modification, notice will be sent to the partner organization contact and address identified in section V. IFAs shall be reviewed by all partners at least **once per** year as part of the WDB's Local Plan MOU update process. (If partners are unable to reach a consensus and resolve issues related to infrastructure funding during the duration of the MOU, partner contribution defaults to the State Funding Mechanism limits).

#### V. Partner Infrastructure Contributions

For required partners that have a State agency, required infrastructure cost will be transferred to DWS. DWS will then distribute the funds to each WDB based on the methodology agreed on between the agency and the NC Director's Council.

Where DWS needs to contribute funds to a WDB, they will issue a funding authorization for the amount owed which will allow the WDB to draw down those funds as they are needed and will work with the DWS planning unit to generate the Notice of Funds Allocation (NFA) for the entire amount owed to that WDB. WDBs can draw the funds down as needed.

Where the WDB needs to contribute funds to DWS, DWS will issue an invoice, which will provide the required documentation and audit trail, to allow the WDB to draw down the funds and write a check to DWS. The local areas that owe DWS will be invoiced the amount owed and tracked for receipt by the DWS finance unit. (Please do not delete any of the partners from the table). If not applicable, please write N/A).

For partners cost sharing funds not distributed by the DWS, the Cumberland County Development Board will invoice Partner within 30 days of the signed MOU for infrastructure cost sharing effective July 1, 2020.

<b>NCWorks Partner</b>	<b>Infrastructure Total Share \$352,924.96</b>	<b>Funded</b>	<b>In-kind</b>	<b>Payment</b>	<b>In-kind Description</b>	<b>Partner Contact (Name, Organization, Address, email and phone number)</b>
WIOA Title I: Adult, Dislocated Worker, and Youth formula programs;	159,215.33	159,215.33		WDB		
WIOA Title I: Job Corps	0	0	0			
WIOA Title I: YouthBuild	N/A	N/A	N/A	N/A		
WIOA Title I: Native American programs	N/A	N/A	N/A	N/A		
WIOA Title I: National Farmworker Jobs Program (NFJP)	417.64	417.64		WBD		
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program	132,708.63	132,708.63		DWS		
WIOA Title III: Trade Adjustment Assistance (TAA) activities						
Jobs for Veterans State Grants (JVSG) programs						
Senior Community Service Employment program (SCSEP)	0	0	0			
Unemployment Compensation (UC) programs	31,039.00	31,309.00		DWS		
Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)	0	0	0			
WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs	517.00	517.00		DWS		
Carl D. Perkins Career and Technical Education programs	568.00	568.00		DWS		
WIOA Title IV: Vocational Rehabilitation (VR) Services program	21,948.00	21,948.00		DWS		
Department of Housing and Urban Development Employment and Training programs	N/A	N/A	N/A	N/A		
Community Services Block Grant (CSBG) programs	2,012.00	2,012.00		DWS		
Temporary Assistance for Needy Families (TANF) program	4,917.00	4,917.00		DWS		
(other agencies)	0	0	0			

## VI. Term of Agreement

This Agreement will remain in effect from July 1, 2020 to June 30, 2021. It shall be reviewed by the parties as necessary or at least once per year as part of the WDB's Local Plan update.

**VII. Signatures-** *Note- Please note the status of any missing signatures (i.e., forthcoming, cannot obtain, refused to sign, etc.) and do not leave signature blocks blank.*

Elizabeth Crabill,  
Chief Deputy Secretary

Printed Name	Signature	Date
Representing: WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs Unemployment Compensation (UC) programs		

Tracy Jackson

Printed Name	Signature	Date
Interim Director Representing: WIOA Title I: Adult, Dislocated Worker, and Youth Formula programs		

Norman Turner

Printed Name	Signature	Date
Representing: WIOA Title I: Job Corps programs		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title I: YouthBuild program		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title I: Native American programs		

Susan Oney

Printed Name	Signature	Date
Telamon Representing WIOA Title I: National Farmworker Jobs Program (NFJP)		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager Representing: Senior Community Service Employment program (SCSEP)		

Michael Westray

Printed Name	Signature	Date
Regional Reentry Specialist Representing: Reentry Employment Opportunities (REO) programs (Second Chance Act of 2007)		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Representing: WIOA Title II: Adult Education and Family Literacy Act (AEFLA) programs		

Dr. J. Larry Keen

Printed Name	Signature	Date
President, Fayetteville Technical Community College		
Representing: Carl D. Perkins Career and Technical Education programs		

Alma Price Taylor

Printed Name	Signature	Date
Regional Director, Central Region, Division of Vocational Rehabilitation, North Carolina Dept of Health and Human Services		
Representing: WIOA Title IV: Vocational Rehabilitation (VR) Services program		

Not Applicable

Printed Name	Signature	Date
Representing: WIOA Title IV: Services for the Blind		

Amy Cannon

Printed Name	Signature	Date
Cumberland County Manager		
Representing: Department of Housing and Urban Development Employment and Training Programs		

Cynthia Blot

Printed Name	Signature	Date
Economic & Community Development Director		
Representing: Community Services Block Grant (CSBG) programs		

Brenda Jackson

Printed Name	Signature	Date
Director, Dept of Social Services		
Representing: Temporary Assistance for Needy Families (TANF) program		

Tracy Jackson

Printed Name	Signature	Date
Cumberland County Workforce Development Board Director (Interim)		

***Other partners (add a signature line for each additional partner included)***

---

Printed Name  
(Partner program name)

Signature

Date

# Workforce Innovation and Opportunity Act of 2014

## **July 1, 2020 – June 30, 2021** **Infrastructure Funding Agreement Signatory Page**

### **Cumberland County** **Local Workforce Development Area Name**

We affirm that the Local Area Workforce Development Board (WDB) and the Chief Elected Official of the Local Area, in partnership, have developed and now submit this Local Infrastructure Funding Agreement in compliance with the provisions of the Workforce Innovation and Opportunity Act of 2014 and instructions issued by the Governor under authority of the Act.

**September 30, 2020**  
Submission Date

Workforce Development Board  
Chair

Chief Elected Official

Dina Simcox  
Typed or Printed Name

W. Marshall Faircloth  
Typed or Printed Name

Manager  
Typed or Printed Title

Chair,  
Cumberland County Board of Commissioners  
Typed or Printed Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**North Carolina**  
**WIOA One-Stop Required Partners**  
**Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatories**

<b>Required Partners (if applicable)</b>	<b>Memorandum of Understanding and Infrastructure Funding Agreement Designated Signatory</b>
WIOA Title III: Wagner-Peyser Act Employment Service (ES) program Trade Adjustment Assistance (TAA) activities Jobs for Veterans State Grants (JVSG) programs State Unemployment Compensation Laws	Elizabeth Crabill, Chief Deputy Secretary
WIOA Title I: Adult, Dislocated, and Youth Formula programs	Workforce Development Board Director
WIOA Title I, Job Corps	Designee
WIOA Title I, YouthBuild	Designee
WIOA Title I, Native American Programs	Designee
WIOA Title I, National Farmworkers Jobs (NFJP)	Designee
WIOA Title II, Adult Education and Literacy	Designee
WIOA Title IV, Vocational Rehabilitation Act of 1973	Vocational Rehabilitation Regional Director or Designee
Older Americans Act of 1965 (Title V)	Area Agency on Aging Designee
Carl D. Perkins Career and Technical Education Act of 2006	Administrator of Carl Perkins
Community Services Block Grant Act	Community Action Designee
Department of Housing and Urban Development	Housing Authority or Community Action Designee
Second Chance Act of 2007, (if applicable) Department of Justice	Second Chance Act Designee
Social Security Act (Title IV): Temporary Assistance for Needy Families (TANF)	Department of Social Services Director, Assistant Director or Designee
Other (if applicable)	Designee



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASSISTANT COUNTY MANAGER FOR  
ENVIRONMENTAL AND COMMUNITY SAFETY**

**DATE: 9/14/2020**

**SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III  
INVESTMENTS, LLC, FOR DEER MEADOW SUBDIVISION**

**BACKGROUND**

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a six-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 464 feet of a 2-inch water line with six individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC. The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the said utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The County Attorney has reviewed the attached Utility Service Agreement.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented at the Board's September 10, 2020 Agenda Session, and it was agreed to move it forward to the September 21, 2020 Board of Commissioners meeting, and the Gray's Creek Water and Sewer District Governing Board agenda, as a consent item.

**ATTACHMENTS:**

Description	Type
Agreement for Extension of Utility Services	Backup Material

**NORTH CAROLINA  
CUMBERLAND COUNTY**

**AGREEMENT FOR UTILITY SERVICE(S)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Gray's Creek Water and Sewer District (hereinafter called "DISTRICT") and JFJ III Investments LLC (hereinafter called "APPLICANT")

**WITNESSETH**

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below.  
(check all that apply)

\_\_\_\_\_ Water and/or Sewer Utility Extension

☒ Water Service

\_\_\_\_\_ Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

**Article 1: Water and/or Sewer Utility Extension**

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT will furnish all material, perform all labor, and pay all other costs not provided for herein to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT rules currently in effect and approved by the Board of Commissioners of Cumberland County, all applicable local codes and ordinances, the current service provider and State regulations and laws for those utilities on the conditions precedent that 1) DISTRICT reserves the right to require a performance bond from APPLICANT (and/or his contractor) any time before or during construction of these utilities; and 2) APPLICANT will first obtain for and in the name of the DISTRICT deeds or easements of conveyance for all unencumbered rights-of-way necessary for said construction; and 3) APPLICANT shall obtain an encroachment agreement from NCDOT prior to any work commencing.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than six months from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction will be longer than six months from date of this agreement, then DISTRICT reserves the right to amend this agreement.
- C. Connection to the DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.
- D. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of the DISTRICT and the DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- E. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by the DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by the DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the DISTRICT of those repairs and/or

replacements. If the DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, the DISTRICT may bill the APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

- F. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by the DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.
- G. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with the DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- H. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of the DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- I. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICT forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- J. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless, to the extent permitted by law, the DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor failure to comply with said regulations.
- K. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT may be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in "III".

## **Article 2: General Terms and Conditions**

### **SAFETY:**

Safety in, on, or about the site is the sole and exclusive responsibility of the APPLICANT. The APPLICANT's means and method of work performance, superintendent of the APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of the APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Representative and/or DISTRICT's Representative's Representative, Owner and/or Owner's Representative, citizen, etc. on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of the APPLICANT or Contractor or Sub-Contractor. The APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by GS95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this contract and agreement. Nothing in this agreement shall relieve the APPLICANT of any duty or obligation to direct the means and methods of the work.

**INDEMNIFICATION:**

APPLICANT agrees to indemnify and hold the DISTRICT, its servants, agents, and employees harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

**INDEPENDENT CONTRACTOR:**

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

**COMPLIANCE WITH LAWS:**

APPLICANT agrees that in performing services relative to this Agreement to comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to perform services relative to this Agreement.

**NOTICE:**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: JFJ III Investments LLC  
Attention: Franklin Johnson  
231 Fairway Drive  
Fayetteville, NC 28305

DISTRICT: County of Cumberland  
Attention: Gray's Creek Water and Sewer District  
P.O. Box 1829  
Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

**GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of North Carolina.

**BREACH:**

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.



In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby agrees to reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

**NONWAIVER OF BREACH:**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

**SEVERABILITY:**

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be modified to the mutual satisfaction and agreement of all parties to reflect the parties' intention. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable. Provided, however, this section shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of or a material part of, this Agreement shall be void.

**ASSIGNMENT:**

APPLICANT shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of DISTRICT. Nothing contained in this paragraph shall prevent DISTRICT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist APPLICANT in the performance of services rendered.

**BENEFITS LIMITED TO PARTIES:**

Nothing herein shall be construed to give any right or benefits hereunder to anyone other than DISTRICT and APPLICANT.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments LLC

BY: Franklin Johnson  
Franklin Johnson, managing member

WITNESS:

George M. Rose  
Name, Title  
GEORGE M. ROSE, AGENT

Gray's Creek WATER & SEWER DISTRICT

BY: \_\_\_\_\_  
W. Marshall Faircloth, Chairman

WITNESS:

\_\_\_\_\_  
Candice White, Clerk to the Board

APPROVED for Legal Sufficiency  
Gray's Creek Water & Sewer District

\_\_\_\_\_  
Rick L. Moorefield, County Attorney  
Attorney for Gray's Creek

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

\_\_\_\_\_  
Vicki Evans, Finance Director  
Finance Officer for Gray's Creek

***Exhibit “I” Project  
Summary***

Project:      Deer Meadow Subdivision

Engineer:                      George M. Rose, P.E.

Developer: JFJ III Investments, LLC

PIN:              0339-09-1659

**Asset Summary**

2-inch water line with 6 individual 1-inch domestic water services.

**Project Highlights**

Project description/location goes here.

6 lot single family subdivision with public water and septic systems.  
Located on Chicken Foot Road (SR 2252) approximately one mile  
north of the Cumberland/Bladen County line.



## EXHIBIT "II"

## STATEMENT OF TOTAL PROJECT COST

Developer/Applicant JFJ III INVESTMENTS LLC Contractor HOKE CO. SAND COMPANY  
Project Name/Loc DEER MEADOW Pipe Supplier MAINLINE  
Completion Date 8/30/20 Engineer GEORGE M. POKE

## WATER

464 feet of 2 inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
6 - 1 inch domestic water lateral(s)  
Total water distribution \* \$ 15,160  
Mains greater than 12"  
\_\_\_\_ feet of \_\_\_\_ inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
Total water transmission \* \$ \_\_\_\_\_

## SEWER

\_\_\_\_ feet of \_\_\_\_ inch sewer mains  
\_\_\_\_ feet of \_\_\_\_ inch sewer mains  
\_\_\_\_ - \_\_\_\_ inch sewer laterals  
Total sanitary sewer collection\* \$ \_\_\_\_\_  
Mains greater than 12"  
\_\_\_\_ feet of \_\_\_\_ inch sewer main  
\_\_\_\_ feet of \_\_\_\_ inch sewer main  
Total sanitary sewer outfalls & interceptors\* \$ \_\_\_\_\_  
\_\_\_\_ feet of \_\_\_\_ inch sewer force mains \$ \_\_\_\_\_  
- \_\_\_\_ lift station (s) \$ \_\_\_\_\_

## OFF-Site

\_\_\_\_ feet of \_\_\_\_ inch water mains\* \$ \_\_\_\_\_  
\_\_\_\_ feet of \_\_\_\_ inch sewer mains\* \$ \_\_\_\_\_

\*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

## Other Project Costs:

Engineering  
10 \* Percentage of Project Cost  
Other (list detail)

Total project cost

1500  
\$ 16,660

Comments:

I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

J. Standa  
Signature\*

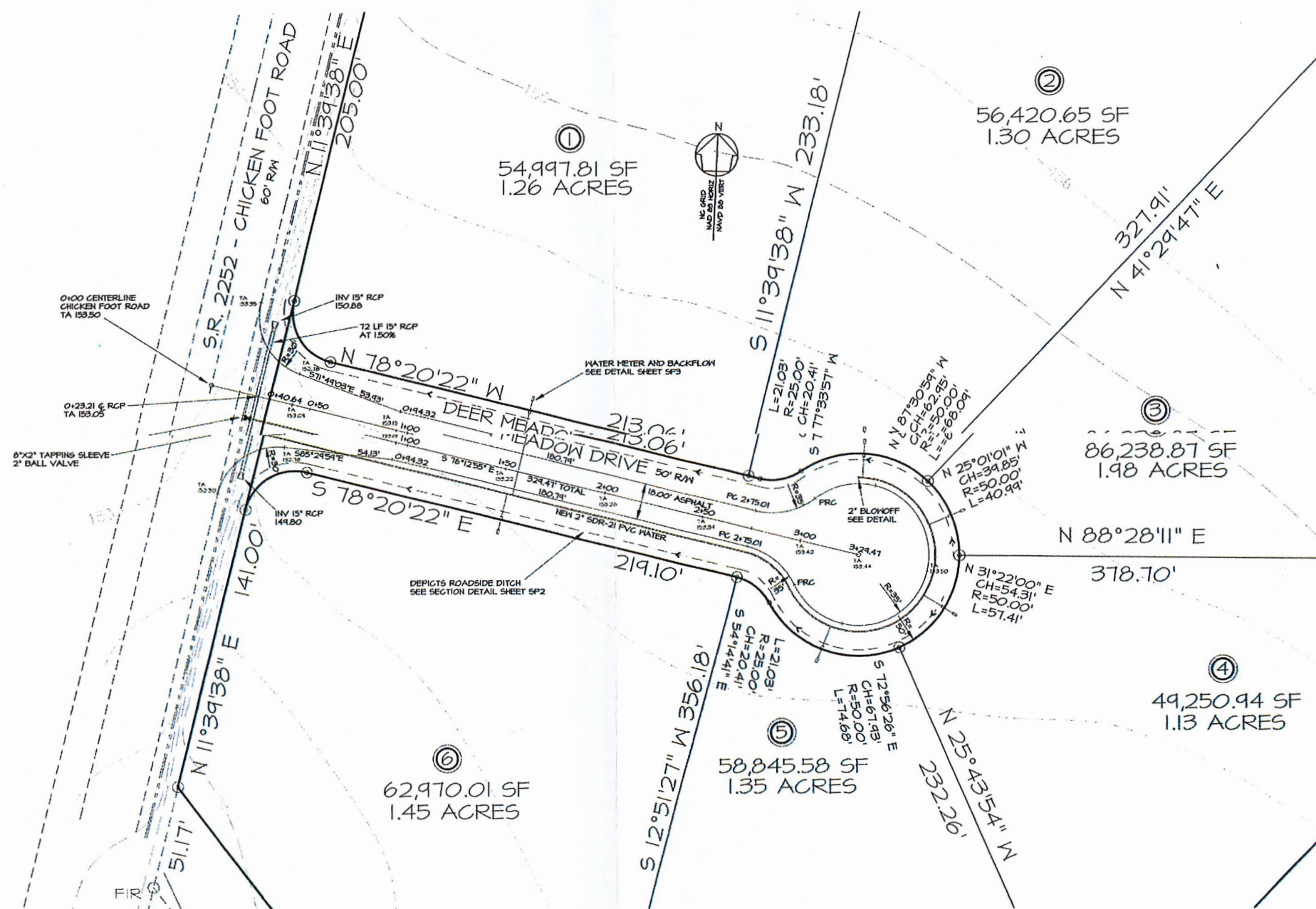
5-6-20  
Date

\* Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District

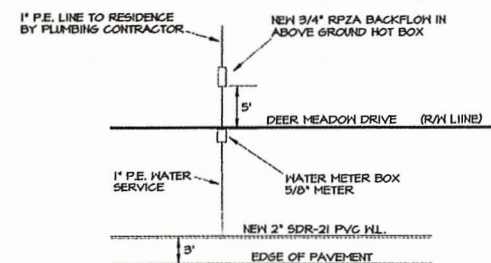
Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.



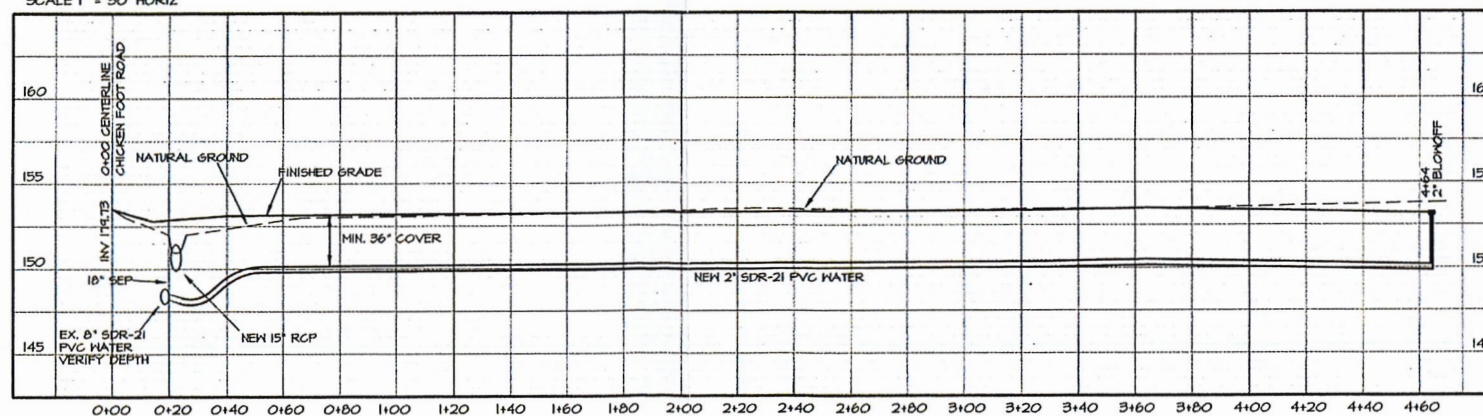
# EXHIBIT III



NOTE: NO LANDSCAPING PROPOSED IN THIS AREA. ANY ADDITIONAL LANDSCAPING PROPOSED MUST BE APPROVED BY CUMBERLAND COUNTY PRIOR TO CONSTRUCTION.



STREET PROFILE  
SCALE 1" = 5' VERT  
SCALE 1" = 30' HORIZ



REVISIONS

GEORGE M. ROSE, P.E.  
P.O. BOX 53441  
FAYETTEVILLE, NC 28305  
910-977-5822 FAX 910-485-5823 EMAIL grose9295@gmail.com

DEER MEADOW SUBDIVISION  
CUMBERLAND COUNTY, NC  
CHICKEN FOOT ROAD  
STREET PLAN AND PROFILE

DATE: APR 2020

DRAWN BY: GMR

CHECKED: GMR

SCALE: NOTED

SHEET NO.

SP3





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/14/2020**

**SUBJECT: COUNTY TO ENFORCE ITS MINIMUM HOUSING ORDINANCE IN  
THE TOWN OF WADE**

**BACKGROUND**

The town attorney for the Town of Wade has confirmed that the Town of Wade wants to relinquish its jurisdiction to the County for the purposes of Minimum Housing enforcement. This method is now allowed by the new Chapter 160D in the General Statutes. It will require the Town to adopt a resolution relinquishing its jurisdiction to the County and requesting the County to apply its Minimum Housing Ordinance to the Town's jurisdiction. This will require the County to amend its Minimum Housing Ordinance to add the Town of Wade to the jurisdiction of the County for this purpose. This will take the Town completely out of regulating Minimum Housing and it will become a County responsibility. It is likely the Towns of Falcon, Eastover and Stedman will also want to do Minimum Housing this way.

**RECOMMENDATION / PROPOSED ACTION**

County attorney requests direction from the Board as to whether it wishes to offer this approach to the Town of Wade and the Towns of Falcon, Eastover and Stedman. At its September 10, 2020 Agenda Session, the Board voted to approve the Town of Wade's request and for the county attorney to follow up with the Towns of Falcon, Eastover and Stedman to determine if these towns would also like to use this approach to minimum housing enforcement.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/14/2020**

**SUBJECT: LEGAL ISSUES WITH REPAIR OF THE HEADQUARTERS LIBRARY  
PARKING LOT**

**BACKGROUND**

The Headquarters Library parking lot continues to deteriorate due to the failing stormwater drain. It must be fixed. The County was not able to get FEMA funds to repair the failing line because we could not establish ownership of it by any documentation and it was regarded by FEMA as part of the City's stormwater drainage system. The City has maintained its position that it is not responsible for the failing drainpipe because no record exists of the City having installed, regularly maintained, removed or replaced the stormwater pipe; nor is there any record of documentation that establishes that the City obtained or exclusively used an easement to exercise control over the pipe. No record of who installed the drainage pipe has been found.

Under North Carolina law, a city becomes responsible for a drain constructed by third persons when, and only when, the city has adopted it as part of its drainage system. Accordingly, there is no municipal responsibility for maintenance and upkeep of drains constructed by third persons for their own convenience and the better enjoyment of their property unless the drain be accepted or controlled in some legal manner by the municipality.

Although there is no record of who installed the drainpipe, this pipe and the catch basins connected to it only prevent flooding in Maiden Lane. The County engaged the engineering firm of Moorman, Kizer and Reitzel to analyze the parking lot drainage system and to particularly determine the impact of plugging the failing drainpipe. The map of the flooding that would occur with a 10-year storm if the failing drainpipe is plugged is attached as the "Street Flooding Map." Based on this analysis, it appears this system was designed and installed only to prevent the flow of water into Maiden Lane and to drain Maiden Lane. The Library Parking Lot has its own surface-water drainage system consisting of two catch basins in the back curb with each connected to short drainpipes directly to Cross Creek. The Library Parking Lot is not benefited by the separate system draining Maiden Lane. These facts do not show that a former private owner of the library

parcel built this system for the convenience and better enjoyment of their property. The City's position in this matter ignores both that fact and assumes that an unknown private owner installed three catch basins in Maiden Lane without any agreement with the City.

Jeffery Brown obtained the following documents relevant to the issue of whether the City has exercised control over this drainpipe to have incorporated it into its drainage system as follows:

1. There is a June 1982 City of Fayetteville and PWC Engineering Drawing for the Maiden Lane Extension. This project was a significant widening of Maiden Lane in the area adjoining the library property. That drawing shows there were two drainpipes on the library property at that time. The one that is now failing was only connected with one 15" pipe to three catch basins in the southern side of Maiden Lane. The City completely redesigned that system by adding a catch basin in the City-owned parking lot, adding another in Maiden Lane, and removing two existing catch basins in Maiden Lane. The City further added an 18' line to the system connected to two new catch basins in Maiden Lane and one new catch basin in the City-leased parking lot. The other line on the library property was marked to be plugged by the City with the catch basins it was connected to being connected to new drain lines. It is unknown when this work was completed.
2. The County's July 1984 Site Plan and Roof Plan for the Headquarters Library shows the abandoned 18" storm drain on the western side of the property to be removed and shows the 15" storm drain to remain. It shows the 15" pipe to be connected to only three catch basins in Maiden Lane. It is unknown if the catch basins in the City's parking lots had not been installed at that time or whether they just were not shown for this site plan.
3. Jeffery Brown reports that sometime in the late 1990s, the State required all municipalities over 100,000 in population to inventory and map their storm drainage systems. He is familiar with that mapping system. He obtained the attached GIS map of the failing drainpipe from the City Engineer on September 26, 2018. The City Engineer referenced the map as the Interactive Hydrology Analysis Map that allows you to see the drainage inventory within the City limits as available.

The County certainly has the option to assume responsibility for the drainpipe, replace it and repair the parking lot at its own cost; but under these circumstances, it is the opinion of the county attorney that whether or not it can be shown who installed the failing drainpipe, the City's actions of adding additional catch basins to the line with an 18" pipe and plugging another drainpipe on the property at the time it widened Maiden Lane constituted the City's exercising control of this drainage system and adopting it into the City's stormwater drainage system for Maiden Lane. However, the ultimate determination of the City's liability for this failing drainpipe must be through litigation.

The only way the Board can obtain a resolution of this issue before paying for the project is to file suit against the City to seek abatement of the nuisance and pay for the damage caused by the City's failure to maintain the drainpipe and allowing it to continue in its present state of disrepair. With the prospect of appeals, that litigation would likely go on for more than two years.

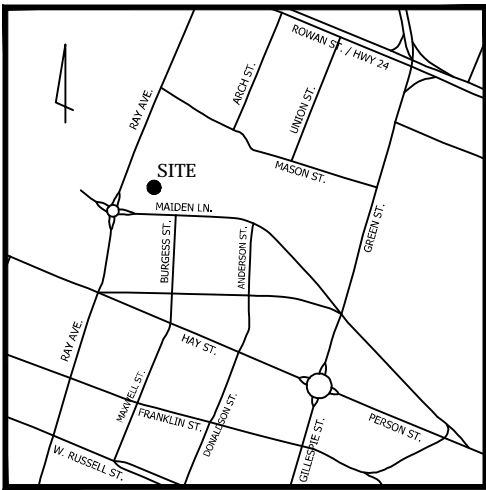
To get started on the parking lot repairs immediately, the County can put the City on notice of the intent to plug the line and repair the parking lot with the expectation that the City will file a suit against the County; or put the City on notice of the intent to replace the line and repair the parking lot and file suit against the City for the cost of the replacement and repair.

## **RECOMMENDATION / PROPOSED ACTION**

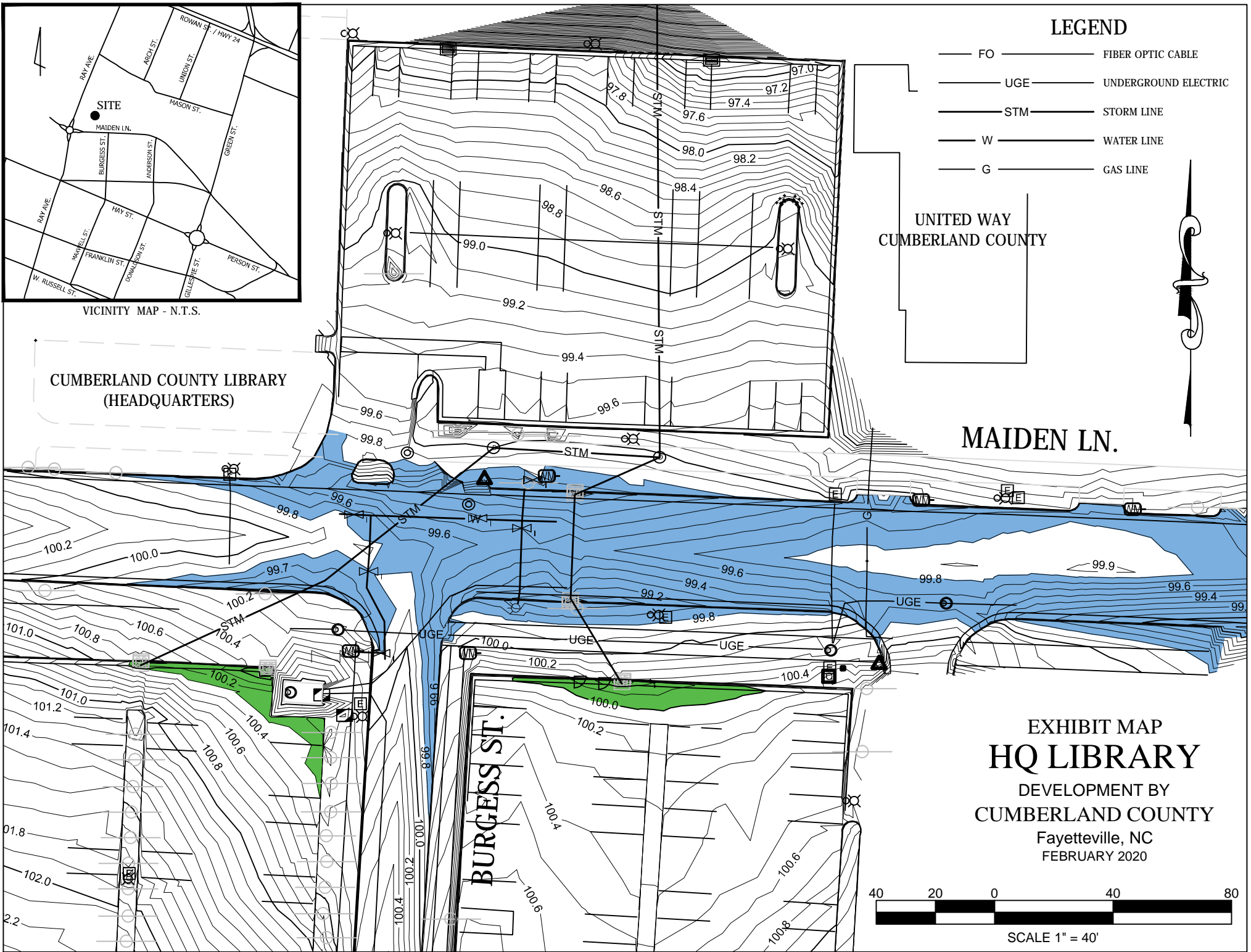
County attorney requests direction from the Board as to which option it prefers. At its September 10, 2020, Agenda Session the Board took action to direct the county attorney to notice the City that unless the City proposed a joint resolution of this matter by October 15, 2020, the County intended to cap the failing line.

**ATTACHMENTS:**

Description	Type
MKR Street Flooding Map	Backup Material
City Stormwater Inventory	Backup Material



VICINITY MAP - N.T.S.



# LEGEND

- FO FIBER OPTIC CABLE
- UGE UNDERGROUND ELECTRIC
- STM STORM LINE
- W WATER LINE
- G GAS LINE

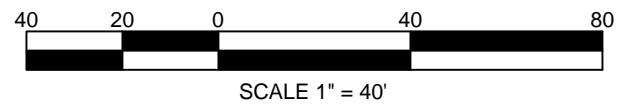
UNITED WAY  
CUMBERLAND COUNTY

MAIDEN LN.

CUMBERLAND COUNTY LIBRARY  
(HEADQUARTERS)

BURGESS ST.

EXHIBIT MAP  
HQ LIBRARY  
DEVELOPMENT BY  
CUMBERLAND COUNTY  
Fayetteville, NC  
FEBRUARY 2020









**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER**

**DATE: 9/11/2020**

**SUBJECT: JUVENILE CRIME PREVENTION COUNCIL REQUEST TO REMOVE ONE AT-LARGE POSITION**

**BACKGROUND**

The Juvenile Crime Prevention Council (JCPC) has had several meetings over the course of the year where a quorum could not be achieved. The JCPC membership is currently comprised of 24 members and a quorum requirement is 13 members in attendance, which has been difficult to attain. The Board of Commissioners are allowed to appoint up to seven (7) At-Large positions and has the authority to modify membership as necessary.

In order to assist the JCPC in obtaining enough members to facilitate the work of the Council, the JCPC Council met on August 12, 2020 and approved removing one (1) of the vacant At-Large positions on the Council in order to assist the JCPC in obtaining quorums for their meetings. This change would bring the At-Large Commissioner appointments to four (4) instead of seven (7) and would change the membership to 23 members, requiring only 12 council members to attain a quorum. The JCPC will remain in compliance with NCGS 143B-846 regarding membership, a copy of which is attached for your review.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented to the Board of Commissioners Agenda Session on September 10, 2020 and was approved to move forward to the September 21, 2020 Board of Commissioners meeting on the Consent Agenda for approval.

**ATTACHMENTS:**

Description	Type
JCPC Bylaws - NCGS 143B-846, JCPC Creation, Method of Appointment, Membership	Backup Material



**§ 143B-846. Creation; method of appointment; membership; chair and vice-chair.**

(a) As a prerequisite for a county receiving funding for juvenile court services and delinquency prevention programs, the board of commissioners of a county shall appoint a Juvenile Crime Prevention Council. Each County Council is a continuation of the corresponding Council created under G.S. 147-33.61. The County Council shall consist of not more than 26 members and should include, if possible, the following:

- (1) The local school superintendent, or that person's designee;
- (2) A chief of police in the county;
- (3) The local sheriff, or that person's designee;
- (4) The district attorney, or that person's designee;
- (5) The chief court counselor, or that person's designee;
- (6) The director of the area mental health, developmental disabilities, and substance abuse authority, or that person's designee;
- (7) The director of the county department of social services, or consolidated human services agency, or that person's designee;
- (8) The county manager, or that person's designee;
- (9) A substance abuse professional;
- (10) A member of the faith community;
- (11) A county commissioner;
- (12) Two persons under the age of 18 years, one of whom is a member of the State Youth Council;
- (13) A juvenile defense attorney;
- (14) The chief district court judge, or a judge designated by the chief district court judge;
- (15) A member of the business community;
- (16) The local health director, or that person's designee;
- (17) A representative from the United Way or other nonprofit agency;
- (18) A representative of a local parks and recreation program; and
- (19) Up to seven members of the public to be appointed by the board of commissioners of a county.

The board of commissioners of a county shall modify the County Council's membership as necessary to ensure that the members reflect the racial and socioeconomic diversity of the community and to minimize potential conflicts of interest by members.

(b) Two or more counties may establish a multicounty Juvenile Crime Prevention Council under subsection (a) of this section. The membership shall be representative of each participating county.

(c) The members of the County Council shall elect annually the chair and vice-chair. (1998-202, s. 1(b); 2000-137, s. 1(b); 2001-199, s. 1; 2011-145, s. 19.1(t).)



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 9/9/2020**

**SUBJECT: PUBLIC HEARING ON THE COMMUNITY DEVELOPMENT  
PROGRAM YEAR 2019 DRAFT CONSOLIDATED ANNUAL  
PERFORMANCE AND EVALUATION REPORT (CAPER)**

#### **BACKGROUND**

Attached is the draft Program Year (PY) 2019 Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Community Development. This document is available for public review and comment during the period September 7, 2020 – September 21, 2020. Copies have also been distributed to other locations throughout the County (See attached Public Notice). The final CAPER will be available in the County Commissioners office and at the Community Development office for viewing.

The PY2019 CAPER details program accomplishments and an assessment of our efforts in meeting the goals and objectives set forth in our Annual Action Plan for the period July 1, 2019 through June 30, 2020. Performance reporting meets three basic purposes: 1) it provides HUD with necessary information for the Department to meet its statutory requirements to assess each grantee's ability to carry out relevant community development programs in compliance with all applicable rules and regulations; 2) it provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and 3) it provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated communities and meeting objectives outlined in the Consolidated Plan. This reporting tool assures that citizens, community groups, and other interest stakeholders in the community planning process are accurately informed of the use of these federal funds.

#### **RECOMMENDATION / PROPOSED ACTION**

Community Development requests that the Board of County Commissioners hold a public hearing on the draft PY2019 CAPER to offer input and comments, as well as receive comments from the public. No other action is necessary.

**ATTACHMENTS:**

Description

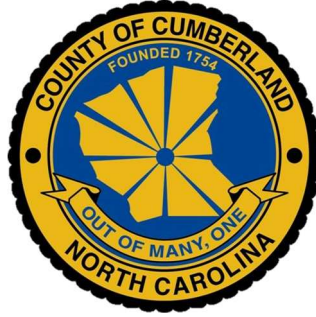
PY2019 CAPER

Public Notice

Type

Backup Material

Backup Material



## CUMBERLAND COUNTY COMMUNITY DEVELOPMENT

Presents the

# **PROGRAM YEAR 2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

Year 5 of the PY2015 – 2020 Consolidated Plan

Public Review Period: September 7, 2020 – September 21, 2020  
Public Hearing: September 21, 2020 @ 6:45 p.m.  
Cumberland County Courthouse, 117 Dick Street (Room 118), Fayetteville, NC

DRAFT

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## TABLE OF CONTENTS

CR-05 - Goals and Outcomes.....	3
CR-10 - Racial and Ethnic composition of families assisted .....	8
CR-15 - Resources and Investments 91.520(a) .....	9
CR-20 - Affordable Housing 91.520(b) .....	14
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c) .....	16
CR-30 - Public Housing 91.220(h); 91.320(j) .....	18
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j) .....	19
CR-40 - Monitoring 91.220 and 91.230 .....	21
CR-45 - CDBG 91.520(c).....	23
CR-50 - HOME 91.520(d).....	24

## APPENDICES

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## CR-05 - GOALS AND OUTCOMES

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

**This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.**

As an entitlement jurisdiction, Cumberland County receives the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME) funds annually. For Program Year (PY) 2019, the County received \$836,657 in CDBG funds and \$364,750 in HOME funds. At the end of each grant cycle, Cumberland County prepares a Consolidated Annual Performance and Evaluation Report (CAPER) to summarize the County's progress toward achieving the goals and objectives established in the approved PY 2015-2019 Consolidated Plan. This CAPER covers the period beginning July 1, 2019 through June 30, 2020 and is the fifth and final report year of the Consolidated Plan period. During PY 2019, the COVID-19 pandemic occurred and just like many other communities across the nation, our local community suffered economically. Additional funding made possible through the Coronavirus Aid, Relief, and Economic Security (CARES) Act was allocated to Cumberland County in the amount of \$509,194 and with an effective date of June 5, 2020. Cumberland County designated this funding to be used towards economic development and administration.

Cumberland County utilizes the entitlements to addresses the priorities identified in the Consolidated Plan. The main priorities identified in the Consolidated Plan include affordable housing, homeless services, and non-community development activities such as public services and public facilities. These activities are carried out within Cumberland County's geographic service area which includes the Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, Wade and the unincorporated areas. Overall Cumberland County has:

- Improved the quality of the housing and maintained affordability for homeowners and renters.
- Increased the inventory of affordable housing units available in the community through new construction;
- Addressed the needs of the homeless by providing assistance through rapid re-housing, transitional housing, permanent supportive housing, and shelter services;
- Expanded access to public services to residents; and
- Expanded access to public facilities and infrastructure.

This program year also produced some challenges where several projects were delayed because of mandatory closures and/or changes in operations in response to the COVID-19 pandemic. Earlier in the grant cycle, Cumberland County had unexpectedly received over \$800,000 in program income which already had created a challenge in meeting the CDBG expenditure deadline for the grant cycle because program income must be expended prior to using grant funds. Although there were backup projects, these projects had to be rolled over into the next grant cycle because of the delays caused by the pandemic. Provided there are no further delays caused by circumstances beyond Cumberland County's control, Cumberland County can expect to meet its goals for the next grant cycle.

Overall, Cumberland County expended approximately \$1.8 million in federal, state, and local funds to provide affordable housing, improve access to public services and homeless services, improve public facilities for low to moderate income residents, and address needs related disaster related needs.



**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
Essential Services and Housing for the Homeless	Homeless	General Fund: \$96,406	Homelessness Prevention	Households Assisted	15	41	>100%
Essential Services and Housing for the Homeless	Homeless	Continuum of Care: \$131,041	Housing for Homeless added	Household Housing Unit	1	17	>100%
Improve Access to Public Services (Human Services)	Non-Housing Community Development	CDBG: \$51,827	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	3,038	>100%
Improve Access to Public Services (Human Services)	Non-Housing Community Development	CDBG: \$36,399	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	-	17	>100%
Improve Public Facilities/Develop Infrastructure	Non-Housing Community Development	CDBG: \$97,175	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	-	24	>100%
Improve Public Facilities/Develop Infrastructure	Non-Housing Community Development	CDBG: \$63,668	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1	26	>100%
Increase Affordable Quality Housing	Affordable Housing	HOME: \$219,043 General Funds: \$12,909	Rental Units Constructed	Household Housing Unit	2	2	100%
Increase Affordable Quality Housing	Affordable Housing	CDBG: \$93,367 HOME: \$94,487 General Funds: \$7,756	Homeowner Housing Rehabilitated	Household Housing Unit	23	9	<39%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

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**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Increasing Affordable Quality Housing

- Cumberland County expended \$93,367 in CDBG funds, \$94,487 in HOME funds, and \$7,756 in general funds (match) to provide housing rehabilitation assistance to 9 homeowners.
- HOME funds in the amount of \$219,043 and general funds (match) in the amount of \$12,909 were used to complete the construction of a two (2) duplex townhomes off of Chapel Hill Road in Spring Lake.

Essential Services and Housing for the Homeless

- Through partnership with nonprofit agencies and the City of Fayetteville, Cumberland County used local general funds in a total amount of \$96,406 to provide homeless prevention assistance to 41 families.
- Through the Continuum of Care Program, Cumberland County expended \$131,041 to provide transitional and permanent housing and supportive services to homeless individuals and families. The funds were also used to hire a Continuum of Care Coordinator to assist the local Continuum of Care with strategic planning, assessments of needs, and monitoring of programs.

Improve Access to Public Services

- Cumberland County partnered with local nonprofit organizations to provide public services to 3,055 local residents. A total of \$88,226 in CDBG funds was expended of which \$36,399 was used to provide match toward Continuum of Care programs.

Improve Public Facilities/Develop Infrastructure

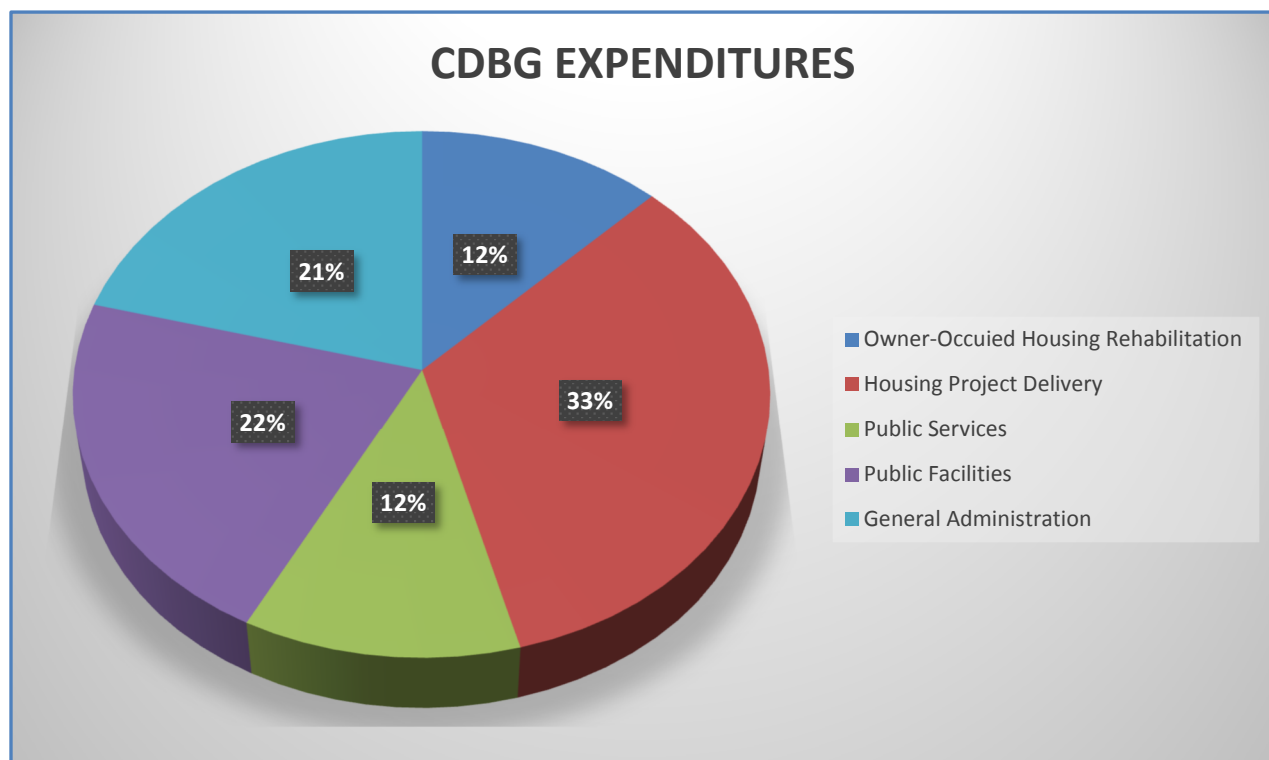
- CDBG funds in the amount of \$97,175 were used towards for the construction of a sanitary sewer line for along South Mitchley Street in Spring Lake.
- CDBG funds in the amount of \$63,668 were used to renovate facilities used to provide transitional housing for homeless persons.

Community Development did not receive applications from businesses for economic development except during the latter part of the program year through the additional funding allocated from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. However, there were no expenditures to report during this period.

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CDBG Expenditures include:

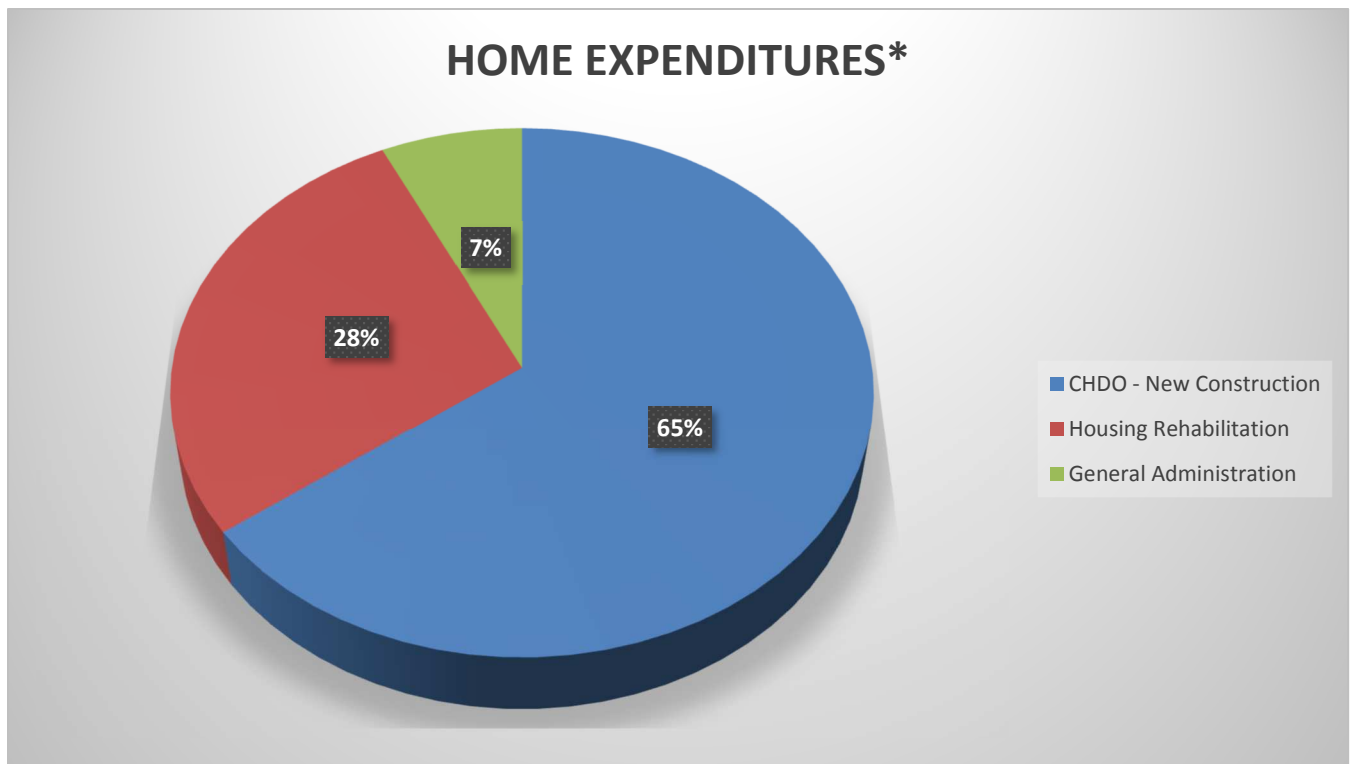
1. Owner-occupied Housing Rehabilitation = \$93,367
2. Housing Project Delivery = \$250,268
3. Public Services = \$88,226
4. Public Facilities = \$160,843
5. General Administration = \$156,447



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HOME expenditures include:

1. CHDO (New Construction of a two units (townhomes) = \$219,043
2. Housing Rehabilitation = \$94,487
3. General Administration = \$24,105



\*Excludes match

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## CR-10 - RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	971	1
Black or African American	1696	3
Asian	57	0
American Indian or American Native	79	0
Native Hawaiian or Other Pacific Islander	3	0
Other / Multi-racial	329	0
<b>Total</b>	3,135	4
Hispanic	271	0
Not Hispanic	2,864	4

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

The majority of the households receiving assistance through CDBG and HOME consisted of minorities. Hispanics were under-represented with only 9% of individuals receiving assistance. Other races that were under-represented included Asians (23%), American Indians/American Natives (2.5%), and Native Hawaiian/Pacific Islanders (.1%).

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## CR-15 - RESOURCES AND INVESTMENTS 91.520(A)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,509,657	\$749,150
CDBG-CV	CDBG-CV (eff. 6/5/2020)	\$509,194	\$0
HOME	HOME	\$964,750	\$337,635
Continuum of Care	Continuum of Care	\$162,955	\$131,040
General Fund	General Fund (Homeless Initiative)	\$141,875	\$96,408
Disaster Recovery	State (eff. 12/17/2019)	\$2,725,000	\$22,340
Other	General Fund (Match)	\$210,284	\$20,665

**Table 3 - Resources Made Available**

### Narrative

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Cumberland County Area	100	-	Community-wide

**Table 4 – Identify the geographic distribution and location of investments**

### Narrative

Funds are invested countywide which allows for flexible use of funds and other available resources to meet the needs of the community.

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## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

During the 2019 program year, over \$623,000 was used to leverage federal funds. Of this amount, Cumberland County contributed approximately \$379,116 in general funds.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$91,187.50
2. Match contributed during current Federal fiscal year	\$20,664.70
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$210,284.00
4. Match liability for current Federal fiscal year	\$20,664.69
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$189,619.30

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructur e	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
1464	10/31/2019	5,094.80	-	-	-	-	-	5,094.80
1471	10/31/2019	5,510.56	-	-	-	-	-	5,510.56
1471	12/31/2019	6,878.53	-	-	-	-	-	6,878.53
1471	12/31/2019	520.06	-	-	-	-	-	520.06
1476	11/30/2019	1,782.77	-	-	-	-	-	1,782.77
1476	12/31/2019	877.98	-	-	-	-	-	877.98

**Table 6 – Match Contribution for the Federal Fiscal Year**

#### HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	811,314.17	811,314.17	0	0

**Table 7 – Program Income**



Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	2	1	1	0	0	0
Dollar Amount	122,493	72,850	49,643	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	2	1	1			
Dollar Amount	122,493	72,850	49,643			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	<b>Total</b>	<b>Minority Property Owners</b>				<b>White Non-Hispanic</b>
		<b>Alaskan Native or American Indian</b>	<b>Asian or Pacific Islander</b>	<b>Black Non-Hispanic</b>	<b>Hispanic</b>	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition</b>		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

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Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

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## CR-20 - AFFORDABLE HOUSING 91.520(B)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	16	55
Number of Non-Homeless households to be provided affordable housing units	25	11
Number of Special-Needs households to be provided affordable housing units	0	5
<b>Total</b>	<b>41</b>	<b>71</b>

**Table 11 – Number of Households**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	15	41
Number of households supported through The Production of New Units	1	2
Number of households supported through Rehab of Existing Units	23	9
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>39</b>	<b>52</b>

**Table 12 – Number of Households Supported**

### **Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Construction of a duplex townhome was completed to house two low to moderate income households. Cumberland County only met 39% of accomplishing its goal in renovating 9 owner-occupied units due to delays related to COVID-19 pandemic.

### **Discuss how these outcomes will impact future annual action plans.**

Because of COVID-19 pandemic and mandatory closures which caused delays in projects being completed. Cumberland County do anticipate a significant impact on future Annual Action Plans. Several projects that were impacted this grant cycle during the pandemic, are being rolled over into the next grant cycle. Cumberland County anticipates exceeding its goals in the next grant cycle unless further delays and closures affect the completion of the projects.

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**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	2,881	1
Low-income	157	1
Moderate-income	67	2
<b>Total</b>	3,105	4

**Table 13 – Number of Households Served**

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## **CR-25 - HOMELESS AND OTHER SPECIAL NEEDS 91.220(D, E); 91.320(D, E); 91.520(C)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Cumberland County's Community Development (CCCD) Department continues to be an active member of the Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness. The CCCD also serves as the lead agency for the CoC Notice of Funding Availability (NOFA) and Emergency Solutions Grant (ESG) application processes. In addition, CCCD provides training and technical assistance to support the CoC and providers within the CoC network. CCCD has been active in participating in the Point-in-Time Homeless Count (unsheltered and sheltered).

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Cumberland County also serves as Grantee and provider of a transitional housing program for homeless families. Robin's Meadow Transitional Housing Program provides 12 units for homeless families with children. Cumberland County used CDBG funds to renovate the units so that families are housed in a safe and decent housing complex. Cumberland County also provided funding to an emergency shelter to support the needs of homeless families and individuals.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Cumberland County serves as the lead agency for the local CoC. Cumberland County prepares the Consolidated application for the State's ESG Program access funds for local agencies to provide emergency response and housing stabilization services to those persons who are homeless or at-risk of homelessness. Through the coordinated intake/assessment process, individuals and families will have access to other programs including those managed by partnering agencies.

Discharge planning- Formalized discharge protocols have been implemented statewide in the areas of foster care, health care, mental health and corrections. Through participation in the CoC efforts, the County continues to encourage compliance with these protocols at all levels.

Through the Housing Rehabilitation Program, homeowners are able to obtain assistance to prevent their homes from deteriorating into life-threatening, uninhabitable and condemned conditions, thereby preventing one of the lesser-known causes of homelessness.

The County's Public Services funds supported shelter operations and two programs which assist low-moderate income residents in paying for prescription medical and dental expenses. Medical expenses are a major contributor to financial problems that may precede a loss of housing. Better Health of Cumberland County and the Cumberland County Medication Access Program purchases prescription drugs for County residents who have been denied assistance from all other sources and have a monthly household income at or below 200% of the federal poverty guidelines.

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**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Cumberland County Community Development partners with other agencies within the network to coordinate housing and services that address these special populations.

Cumberland County Community Development serves as the grantee of a CoC Program (Safe Homes for New Beginnings) that provides permanent supportive housing program (5 units) for individuals who have substance abuse disorders and are literally homeless. This program designates 60% of its beds for chronically homeless individuals.

Bonanza (managed by Endeavors) is a permanent supportive housing program (7 units) which targets individuals and families who are homeless with a disability.

Leath Commons (managed by Cumberland Interfaith Hospitality Network) serves as a permanent supportive housing program (5 units/10 beds) for families who are homeless and have a disability.

Through use of local general funds, Cumberland County partnered with Endeavors to provide homeless prevention assistance to persons at-risk of losing housing.

Volunteers of America, through the Supportive Services for Veteran Families Program, offers a permanent housing program that provides short-term/medium term financial assistance to veterans and their families.

The Fayetteville Metropolitan Housing Authority (FMHA), in partnership with the Fayetteville Veteran Affairs Medical Center, provides HUD-VASH vouchers to eligible homeless veterans.

These programs offer comprehensive case management and supportive services in the form of education assistance, life skills classes, employment assistance, medical/mental health assistance and other vital services necessary to help individuals become self sufficient. Clients receiving financial assistance for security deposits, rental and/or utility assistance, were able to transition from being literally homeless to permanently housed.

Cumberland County will continue its efforts in partnering with local developers to expand the supply of affordable housing units by requiring developers to designate a percentage of units for extremely low-income persons.

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## **CR-30 - PUBLIC HOUSING 91.220(H); 91.320(J)**

### **Actions taken to address the needs of public housing**

Cumberland County has a solid partnership with the local Fayetteville Metropolitan Housing Authority (FMHA). FMHA just recently completed the construction of 270 new units, which replaced 216 older units. This project brought 54 additional affordable units in the community. Through this partnership, Cumberland County was able to move several households from transitional housing to the new permanent housing units.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **Actions taken to provide assistance to troubled PHAs**

Not applicable – FMHA has been designated as a high performing housing authority and is not considered troubled.

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## **CR-35 - OTHER ACTIONS 91.220(J)-(K); 91.320(I)-(J)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

Cumberland County is not aware of any negative effects of public policies that may serve as barriers to affordable housing in our jurisdiction. Over the years, the department has been able to maintain and/or remove barriers to affordable housing by:

1. Partnering with eligible organizations designated as Community Housing Development Organizations (CHDOs) to increase the production and supply of affordable housing in the community;
2. Continuing to offer low interest loans to investor-owners for rehabilitation of rental property to rent to low and moderate income renters;
3. Providing loans, closing cost assistance grants, and mortgage credit certificates for potential low/moderate-income homebuyers; and
4. Encouraging the local CoC to use the Housing First Model to remove any barriers homeless persons may face while trying to access housing.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

Cumberland County continues to engage with the local municipalities and residents throughout the geographic service area to identify any unmet needs. In addition, Cumberland County continues to seek other resources to create additional services or support existing programs. Due to limited CDBG funding, it has been a challenge to address other public service needs.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Cumberland County continues to be proactive in addressing lead-based based paint hazards through education and training. The following actions are taken:

Implementation of lead-based paint hazard reduction measures as part of our housing programs to comply with 24 CFR 35.

Contractors who rehabilitate homes built prior to 1978 are required to attend safe work practices training for lead-based paint. Contractors may take the safe work practices training through any qualified training provider. Under our Housing Rehabilitation Program, a certificate of completion of a Safe Work Practice training is necessary to work on homes built prior to 1978. Cumberland County does accept certificates of completion for Safe Work Practice training conducted by any Safe Work Practice training provider.

Staff persons are trained in the new HUD/EPA regulations that require contractors to use Safe Work Practices to mitigate lead-based paint hazards in private homes and childcare centers.

Distribution of the brochure to all housing rehabilitation program applicants on the hazards of lead-based paint (“The Lead-Safe Certified Guide to Renovate Right”).



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**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Cumberland County has been proactive in addressing poverty-level families in the community through its programs and partnering with other human services agencies to alleviate the problem of excessive rent burdens for the poor by providing assistance through programs such as housing rehabilitation, transitional housing and public services by providing access to medication for chronic illnesses and other medical needs.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Cumberland County has years of experience and is well equipped to implement and coordinate activities among public, private and non-profit agencies. Cumberland County will continue strengthening existing partnerships and exploring new partnerships. Although the funding has decreased over the years, Cumberland County has streamlined its processes for efficiency and effectiveness, in addition to searching for additional funding resources to strengthen its ability to offer programs and services.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Cumberland County enhanced coordination between agencies by providing funding through a request for proposal process to eligible agencies to improve access of services.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Cumberland County continues to increase awareness of fair housing law for housing service providers serving minorities and special populations through mainstream networking, literature, workshops, and partnering with other agencies to promote and increase awareness.

1. Cumberland County partnered with Community Housing Development Organizations (CHDOs) to increase the production and supply of 2 additional affordable housing units along Chapel Hill Road in Spring Lake;
2. Cumberland County partnered with FMHA to designate 14 units at the new complex for households whose incomes are 40% or below the area median income;

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## **CR-40 - MONITORING 91.220 AND 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Cumberland County has standards in place to monitor activities for programmatic and contract compliance of the sub grantees. Projects and programs that are funded with CDBG, HOME, CoC, and other Federal and State funds are subject to monitoring. All sub grantees receiving CDBG Public Services funds are monitored on a regular basis through the submittal of either monthly, quarterly, or one-time reports to the County, as identified in their funding agreements. For agencies that receive HOME or CDBG funds for development of housing, long-term affordability controls are monitored in accordance with the funding agreements.

Sub grantee monitoring includes:

**Pre-disbursement / pre-monitoring conferences** are conducted to ensure that sub grantees understood the rules and requirements of the programs. During each conference, specific contract requirements, documentation and filing procedures, reporting requirements, and reimbursement procedures were explained to the sub grantee.

**Desk reviews** are conducted periodically as requests for reimbursements are submitted by the sub grantees on a monthly basis to ensure timely expenditure of funds. The County disburses its funds via a reimbursement process. The County reimburses sub grantees only when a request for reimbursement was accompanied with supporting documentation such as copies of invoices, cancelled checks, receipts, time sheets, etc. Sub grantees were also required to submit budget summary reports so that these reports can be compared for accuracy. Activity summary reports are required to be submitted on a regular basis to monitor the sub grantee's progress towards meeting their goals.

**Onsite monitoring visits** are performed during the program year on selected sub grantees. Some of the areas reviewed most often during onsite visits include:

- Compliance with participant eligibility, income certification requirements, and documentation guidelines; and reporting;
- Confidentiality procedures;
- Progress towards meeting projected goals and timely use of funds;
- Compliance with specific contractual requirements; and
- Review of audit report.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Cumberland County Community Development encourages all citizens, public agencies, and other interested parties to review and comment on performance reports on housing and community development activities. The Department ensures that the public is provided with reasonable and timely access to meetings, information and records. A draft of the Consolidated Annual Performance and Evaluation Report (CAPER) is being made available for public review for 15 days prior to submission to HUD. Notice of the comment period was published in the local newspaper and the draft is posted on the County's website. Hard copies were made available at a few locations to

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include Cumberland County Community Development's lobby and Town Halls. A public notice of the hearing was published at least two weeks prior to the hearing date.

The Public Hearing will be held September 21, 2020 at the Cumberland County Board of Commissioners' meeting.

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**CR-45 - CDBG 91.520(C)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

CCCD does plan to make some changes to the program design of certain programs to ensure residents with high priority needs are able to access housing and services. This change will also allow CCCD to better meet its goals and objectives.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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## **CR-50 - HOME 91.520(D)**

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

For the PY 2019, Cumberland County Community Development requested a waiver that allowed for onsite inspections to be conducted at a later date when it is considered safe in order to continue practicing social distancing due to COVID-19 pandemic. Once it is determined safe to proceed with inspections, CCCD plans to inspect the following apartment complexes:

- Blanton Green (United Management)
- Crosswinds I/II (United Management)
- Dogwood Manor (United Management)
- Haymount Manor (United Management)
- Legion Crossings (United Management)
- Legion Manor (United Management)
- Southview Green (United Management)
- Southview Villas (United Management)
- Spring Lake Green (United Management)
- Sycamore Park (United Management)
- Pine Ridge Manor (Excel Property Management)

CCCD staff will still continue to conduct remote monitoring when necessary.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

### Affirmative Marketing

Both United Management and Pine Ridge Manor use a marketing strategy which includes utilizing various outreach methods and newspaper advertisements. Outreach efforts are made through churches, personal visits, site signs, and community contacts. The waiting list for prospective tenants continues to grow for all apartment complexes.

### Tenant Selection and Lease Term

The criteria for selecting tenants is based on the gross household income, household size, credit check, criminal background check, and monthly income for one, two, and three or more member households. The lease is effective for 12 months. At the end of the term, the lease is renewable month to month.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

HOME Program income for 2019 is detailed in the report PR09. Prior year program income funds were used for projects. The HOME program income receipts and program income vouchers are depicted on the PR09.

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**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

Not applicable.

# **PUBLIC NOTICE**

## **CUMBERLAND COUNTY COMMUNITY DEVELOPMENT PY2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

### **PUBLIC REVIEW AND COMMENT PERIOD**

In continuing our efforts to enhance citizen participation among County residents, Cumberland County Community Development (CCCD) has made available for your review and comment a draft of the Program Year (PY) 2019 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER provides information on Cumberland County's use of the Community Development Block Grant and HOME Investment Partnership Act grant funds during PY2019 (July 1, 2019 - June 30, 2020). This allows the County an opportunity to evaluate its overall progress in carrying out the priorities and specific objectives identified in its 2019 Annual Action Plan. All citizens are encouraged to review the document and offer comments.

The CAPER will be available for public comment and review from September 7, 2020 through September 21, 2020. Due to temporary closures of certain facilities and to help protect the community and staff from the spread of novel coronavirus (COVID-19), the Cumberland County Community Development Department will limit distribution of the CAPER to the following locations:

- Cumberland County Community Development, 707 Executive Place, Fayetteville, NC 28302. Review is made by appointment only.
- Godwin Town Hall, 4924 Markham Street, Godwin, NC 28344
- Wade Town Hall, 7128 Main Street, Wade, NC 28395

The CAPER will also be available for review on the Cumberland County's website at [www.co.cumberland.nc.us](http://www.co.cumberland.nc.us) (on the Community Development Department's web page). Upon request, the CAPER can also be sent by email.

The final version of the CAPER, as submitted to the U.S. Department of Housing and Urban Development, will be available at the County Commissioner's office, Cumberland County Courthouse – Room 554, 117 Dick Street, Fayetteville, NC 28301; CCCD's office; and on the County's website (on the Community Development Department's web page) after September 28th.

### **PUBLIC HEARING**

A public hearing on the PY2019 CAPER will be held on **September 21, 2020, 6:45 p.m.**, before the Cumberland County Board of Commissioners, Cumberland County Courthouse – Room 118, 117 Dick Street, Fayetteville, NC 28301.

CCCD is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting any form of reasonable accommodations for public meetings/hearings should do so five (5) business days prior to the advertised meeting. However, if a request is made within the five (5) business days, every reasonable effort will be made to accommodate the request.

For more information, please contact Cumberland County Community Development at (910) 323-6112 or visit the CCCD office at 707 Executive Place, Fayetteville, NC 28305. Office hours are 8 a.m. to 5 p.m., Monday through Friday.



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 9/10/2020**

**SUBJECT: CASE P20-40**

#### **BACKGROUND**

**Case P20-40:** Rezoning of 1.52+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district, located at 2426 Wade Stedman Road, submitted by Daniel & Cathy Bain (owners).

#### **RECOMMENDATION / PROPOSED ACTION**

**Staff Recommendation:** In Case P20-40, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agricultural to R40 Residential and finds the request consistent with the 2030 Growth Vision Plan (2009) which designates this parcel for "Rural Areas". The "Rural Areas" designation allows a density as high as 2 units/acre provided the soils and topography do not hinder development and a centralized water system exists. Approval of the rezoning is also reasonable and in the public interest as the requested district is in harmony with surrounding existing land uses and zoning and the parcel is connected to public water.

**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 P20-40, I move to approve the rezoning request from A1 Agricultural to R40 Residential and find the request consistent with the 2030 Growth Vision Plan (2009) which designates this parcel for "Rural Areas". The "Rural Areas" designation allows a density as high as 2 units/acre provided the soils and topography do not hinder development and a centralized water system exists. Approval of the rezoning is also reasonable and in the public interest as the requested district is in harmony with surrounding existing land uses and zoning and the parcel is connected to public water.



**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 P20-40, I move to deny the rezoning request from A1 Agricultural to R40 Residential and find the request (consistent/not consistent) with the 2030 Growth Vision Plan (2009) which designates this parcel for “Rural Areas”. Denial of the rezoning is also reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Type

Action Memo

Backup Material

AMY H. CANNON  
County Manager

TRACY JACKSON  
Assistant County Manager



CUMBERLAND  
COUNTY  
NORTH CAROLINA

RAWLS HOWARD  
Director

DAVID MOON  
Deputy Director

◆  
*Planning & Inspections Department*

SEPTEMBER 10, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-40:** Rezoning of 1.52+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 2426 Wade Stedman Road, submitted by Daniel & Cathy Bain (owners).

ACTION: Recommended approval of the rezoning from A1 Agricultural to R40 Residential at the August 18, 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 AUGUST 18, 2020

In Case P20-40, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agricultural to R40 Residential and finds the request consistent with the 2030 Growth Vision Plan (2009) which designates this parcel for "Rural Areas". The "Rural Areas" designation allows a density as high as 2 units/acre provided the soils and topography do not hinder development and a centralized water system exists. Approval of the rezoning is also reasonable and in the public interest as the requested district is in harmony with surrounding existing land uses and zoning and the parcel is connected to public water.

In Case P20-40, Mr. Crumpler made a motion, seconded by Mr. Burton to recommend approval of the rezoning request from A1 Agricultural to R40 Residential and finds the request consistent with the 2030 Growth Vision Plan (2009) which designates this parcel for "Rural Areas". The "Rural Areas" designation allows a density as high as 2 units/acre provided the soils and topography do not hinder development and a centralized water system exists. Approval of the rezoning is also reasonable and in the public interest as the requested district is in harmony with surrounding existing land uses and zoning and the parcel is connected to public water. 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 # P20-40  
Planning Board Meeting: August 18, 2020

EXPLANATION OF THE REQUEST

This is a request to rezone a parcel located at 2426 Wade Stedman Road from A1 Agricultural to R40 Residential. This request would increase the density from 1 unit/2 acre to 1 unit/40,000 square feet. The property owner would have the density available to add an additional dwelling unit, but not to create another lot. This is a conventional rezoning and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Daniel & Cathy Bain (owners)

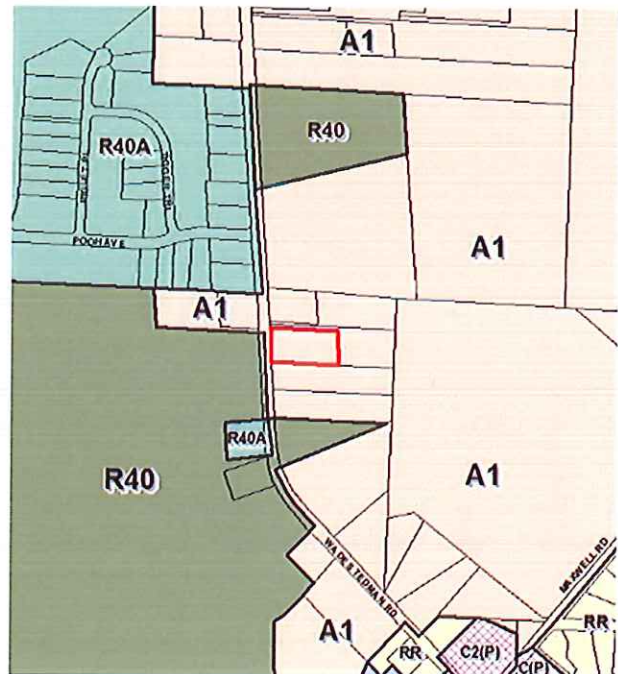
PROPERTY INFORMATION

**ADDRESS/LOCATION:** 2426 Wade Stedman Road; more specifically REID 0488908084000

**SIZE:** This request includes one parcel totaling approximately 1.52+/- acres. The parcel has approximately 184' of street frontage along Wade Stedman Road. The parcel is 365' +/- in depth.

**EXISTING LAND USE:** The property is currently developed with a residential dwelling.

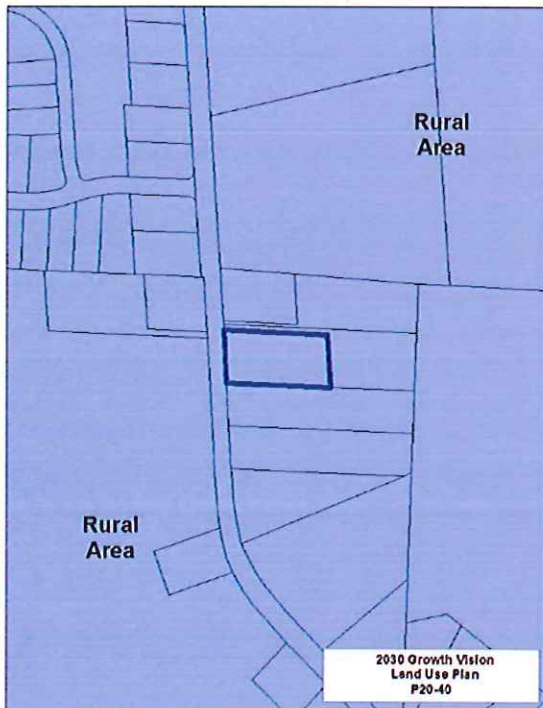
**OTHER SITE CHARACTERISTICS:** The property is not located within the watershed or Special Flood Hazard Area. There are no soil limitations to development on the property.



**DEVELOPMENT REVIEW:** The property was platted on 9-16-87 in Plat Book 63, Page 15. A group development review is required for second dwelling unit.

**SURROUNDING LAND USE:** There are residential uses surrounding the parcel including manufactured homes.





**ZONING HISTORY:** This property was initially zoned A1 as part of the Area 19 initial zoning on August 23, 1994.

**UTILITIES:** The property is currently served by Eastover Sanitary District water and private septic. There are no public sewer lines available. This property is not located within a water/sewer district.

**MINIMUM YARD SETBACKS:** If approved, this parcel would be subject to R40 setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot.

**COMPREHENSIVE PLANS:** The 2030 Growth Vision Plan designates this parcel as "Rural Areas". Density as high as 2 units/acre may be permitted provided the soils and topography do not hinder development and a centralized water system exists, however lower densities and larger lots are preferred within this designation. **Request is plan compliant.**

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**TRAFFIC:** Wade Stedman Road is identified as a thoroughfare needing improvement in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Plan. The Average Daily Traffic count (2018) on Wade Stedman Road is 1,100.

**SCHOOLS CAP/ENROLL:** Eastover Central Elementary: 540/388; Mac Williams Middle: 1270/1189; Cape Fear High: 1425/1427

**EMERGENCY SERVICES:** The Cumberland County Fire Marshal's Office has reviewed the request and had no comment at this time.

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

**FAYETTEVILLE REGIONAL AIRPORT:** This property is not located within the Airport Overlay District.

#### STAFF RECOMMENDATION

In Case P20-40, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agricultural to R40 Residential and finds the request consistent with the 2030 Growth Vision Plan (2009) which designates this parcel for "Rural Areas". The "Rural Areas" designation allows a density as high as 2 units/acre provided the soils and topography do not hinder development and a centralized water system exists. Approval of the rezoning is also reasonable and in the public interest as the requested district is in harmony with surrounding existing land uses and zoning and the parcel is connected to public water.

Attachments:  
Zoning Application  
Notification Mailing List

**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, the following facts are submitted:

1. Requested Rezoning from A1 Residential to R40 Residential
2. Address of Property to be Rezoned: 2426 Wade Stedman Rd
3. Location of Property: Stedman, NC
4. Parcel Identification Number (PIN #) of subject property: 0488-90-8084  
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.52 Frontage: 180 Depth: 370
6. Water Provider: Well: ☒ PWC: \_\_\_\_\_ Other (name): Eastover
7. Septage Provider: Septic Tank ☒ PWC \_\_\_\_\_
8. Deed Book 0063, Page(s) 0015, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: single family dwelling
10. Proposed use(s) of the property: in-law suite
11. Do you own any property adjacent to or across the street from this property?  
Yes \_\_\_\_\_ No ☒ If yes, where? \_\_\_\_\_
12. Has a violation been issued on this property? Yes \_\_\_\_\_ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

*The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.*

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

Daniel & Cathy Bain  
NAME OF OWNER(S) (PRINT OR TYPE)

NAME OF OWNER(S) (PRINT OR TYPE)

2426 Wade Stedman Rd, Stedman, NC 28391  
ADDRESS OF OWNER(S)

ADDRESS OF OWNER(S)

910-486-8084  
HOME TELEPHONE #

HOME TELEPHONE #

910-308-5714  
WORK TELEPHONE #

WORK TELEPHONE #

CATHY BAIN

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

2426 WADE STEPMAN RD STEPMAN, NC 28391  
ADDRESS OF AGENT, ATTORNEY, APPLICANT

ADDRESS OF AGENT, ATTORNEY, APPLICANT

baunpta@hotmail.com  
E-MAIL

E-MAIL

HOME TELEPHONE # \_\_\_\_\_

910-308-5714  
CELL WORK TELEPHONE #

CELL-WORK TELEPHONE #

*Cathy H. Bain*  
SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

Cathy L. Bain  
SIGNATURE OF AGENT, ATTO.

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Ismael C. Bain

SIGNATURE OF OWNER(S)

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

owner_name	address	citystatezip
CULBRETH, HOWARD M	2450 WADE STEDMAN RD	STEDMAN, NC 28391
MEREDITH, CHRISTOPHER J;MEREDITH, MONICA H	2416 WADE STEDMAN RD	STEDMAN, NC 28391
GODWIN, BRANDON L	PO BOX 53084	FAYETTEVILLE, NC 28305
BAIN, DANIEL C;CATHY, L GROOMS	2426 WADE STEDMAN RD	STEDMAN, NC 28391
MORTON, BILLIE D	2454 WADE STEDMAN RD	STEDMAN, NC 28391
BUNCE, ERNEST A JR	7029 MAXWELL RD	STEDMAN, NC 28391
CULBRETH, WALTER DEAN;CULBRETH, KAREN	2455 WADE STEDMAN RD	STEDMAN, NC 28391
SPAKE, WANDA C	2931 WADE STEDMAN RD	STEDMAN, NC 28391

P20-40 First Class

OWNER_NAME	ADDRESS	citystatezip
AUTRY, ERNEST WAYNE	6500 OAKLEY DR	FAYETTEVILLE, NC 28311
CULBRETH, HOWARD M	2450 WADE STEDMAN RD	STEDMAN, NC 28391
BENNER, EARL WAYNE; BENNER, AWILDA	2464 WADE STEDMAN RD	STEDMAN, NC 28391
CULBRETH, THOMAS S; CULBRETH, DONA T	2522 WADE STEDMAN RD	STEDMAN, NC 28391
UNITED METHODIST CHURCH	4472 CLINTON RD	FAYETTEVILLE, NC 28312
DANIELS, GERALD PATRICK; DANIELS, LOU E LIFE ESTATE	2276 WADE STEDMAN RD	STEDMAN, NC 28391
MEREDITH, CHRISTOPHER J; MEREDITH, MONICA H	2416 WADE STEDMAN RD	STEDMAN, NC 28391
JORDAN, CLAUDE W	002310 WADE STEDMAN RD	STEDMAN, NC 28391
RIDDLE COMPANIES INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
JACKSON, JILL B	2365 WADE STEDMAN RD	STEDMAN, NC 28391
ALLEN, JOSEPH; ALLEN, GRETCHEN	5744 POOH AVE	STEDMAN, NC 28391
RIDDLE BUILDERS INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
CARR, LEWIS	3798 W KARISSA ANN PL	JACKSONVILLE, FL 32223
GODWIN, BRANDON L	PO BOX 53084	FAYETTEVILLE, NC 28305
BAIN, DANIEL C; CATHY, L GROOMS	2426 WADE STEDMAN RD	STEDMAN, NC 28391
MORTON, BILLIE D	2454 WADE STEDMAN RD	STEDMAN, NC 28391
RIDDLE BUILDERS INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
HAPPEL, DEREK GREGORY; HAPPEL, DANIELLE NICOLE	2115 TIGGER TRL	STEDMAN, NC 28391
BUNCE, ERNEST A JR	7029 MAXWELL RD	STEDMAN, NC 28391
BROWNE, MICHAEL LAWRENCE JR; BROWNE, MICHELLE LYNNE	2380 WADE STEDMAN RD	STEDMAN, NC 28391
FAIRCLOTH, MARTHA BUNCE; FAIRCLOTH, HUSB	2327 WADE STEDMAN RD	STEDMAN, NC 28391
BENNER, EARL WAYNE; BENNER, AWILDA	2464 WADE STEDMAN RD	STEDMAN, NC 28391
RIDDLE BUILDERS INC.	4200 MORGANTON RD STE 150	FAYETTEVILLE, NC 28314
AMARO NIEVES, WILLIAM ESTEBAN; AMARO, ARLANA D.	2107 TIGGER TRL	STEDMAN, NC 28391
RIDDLE BUILDERS INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
CAMPBELL, JOHN W; CAMPBELL, BARBARA K	2511 WADE STEDMAN RD	STEDMAN, NC 28391
CULBRETH, WALTER DEAN; CULBRETH, KAREN	2455 WADE STEDMAN RD	STEDMAN, NC 28391
CARTER, ROBERT J; CARTER, LATOYA	2465 WADE STEDMAN RD	STEDMAN, NC 28391
HUDSON, COLLIN R; HUDSON, ASHLEY	2521 WADE STEDMAN RD	WADE, NC 28395
RIDDLE BUILDERS INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
RIDDLE BUILDERS INC.	4200 MORGANTON RD STE 150	FAYETTEVILLE, NC 28314
FAIRCLOTH, WILLIAM PERRY SR LIFE ESTATE	3553 HAYFIELD RD	WADE, NC 28395
BEAM, MICHAEL K	2398 WADE STEDMAN RD	STEDMAN, NC 28391
JORDAN, CLAUDE W	002310 WADE STEDMAN RD	STEDMAN, NC 28391
SPAKE, WANDA C	2931 WADE STEDMAN RD	STEDMAN, NC 28391
RIDDLE BUILDERS INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
RIDDLE COMPANIES INC	4200 MORGANTON RD 150	FAYETTEVILLE, NC 28314
RIDDLE, JOSEPH P III	PO BOX 53729	FAYETTEVILLE, NC 28305

1,100' incl.

P20-40 3<sup>rd</sup> class





## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 9/10/2020**

**SUBJECT: CASE P20-15**

#### **BACKGROUND**

**Case P20-15:** Rezoning of 4.60+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district, located at 4660 & 4676 Macedonia Church Road, submitted by Alex Harrison Culbreth & Kathy Diane Culbreth (owners).

#### **RECOMMENDATION / PROPOSED ACTION**

**Staff Recommendation:** In Case P20-15, the Planning & Inspections staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find the request consistent with the Vander Land Use Plan (2017) designation of "Rural Residential". The "Rural Residential" designation allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. Staff further finds approval of the request is reasonable and in the public interest as the requested district is in harmony with surrounding existing zoning and land uses and any additional lots/units would be subject to a development review.

**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 P20-15, I move to approve the rezoning from A1 Agricultural to R40 Residential and find the request consistent with the Vander Land Use Plan (2017) designation of "Rural Residential". The "Rural Residential" designation allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. Approval of the request is reasonable and in the public interest as the requested district is in harmony with surrounding existing zoning and land uses and any additional lots/units would be subject to a development review.

**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 P20-15, I move to deny the rezoning from A1 Agricultural to R40 Residential and find the request (consistent/not consistent) with the Vander Land Use Plan (2017) designation of “Rural Residential”. Denial of the request is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

Backup Material

AMY H. CANNON  
County Manager



RAWLS HOWARD  
Director

TRACY JACKSON  
Assistant County Manager



DAVID MOON  
Deputy Director

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*Planning & Inspections Department*

SEPTEMBER 10, 2020

**\*DEFERRED FROM THE AUGUST 17, 2020 BOC MEETING\***

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P20-15: Rezoning of 4.60+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 4660 & 4676 Macedonia Church Road, submitted by Alex Harrison Culbreth & Kathy Diane Culbreth (owners).

ACTION: Recommended approval of the rezoning from A1 Agricultural to R40 Residential uses at the June 16, 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 JUNE 16, 2020

In Case P20-15, the Planning & Inspections staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find the request consistent with the Vander Land Use Plan (2017) designation of "Rural Residential". The "Rural Residential" designation allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. Staff further finds approval of the request is reasonable and in the public interest as the requested district is in harmony with surrounding existing zoning and land uses and any additional lots/units would be subject to a development review.

In Case P20-15, Mrs. Epler made a motion, seconded by Mr. Williams to approve the rezoning from A1 Agricultural to R40 Residential and find the request consistent with the Vander Land Use Plan (2017) designation of "Rural Residential". The "Rural Residential" designation allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. Staff further finds approval of the request is reasonable and in the public interest as the requested district is in harmony with surrounding existing zoning and land uses and any additional lots/units would be subject to a development review. 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 # P20-15  
Planning Board Hearing: June 16, 2020

**EXPLANATION OF THE REQUEST**

This is a request to rezone one parcel located on the south side of Macedonia Church Road from A1 Agricultural to R40 Residential. This will change the allowed density from 1 lot or unit/2 acres to 1 lot or unit/40,000 square feet. This is a conventional rezoning and no conditions are proposed at this time.

**OWNER/APPLICANT**

**OWNER/APPLICANT:** Alex Harrison Culbreth & Kathy Diane Culbreth (owners)

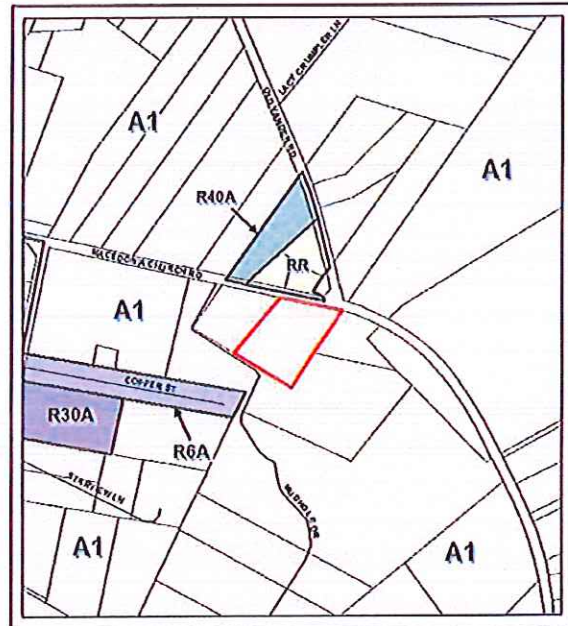
**PROPERTY INFORMATION**

**ADDRESS/LOCATION:** 4660 & 4676 Macedonia Church Road; more specifically PIN 0475-45-0477

**SIZE:** This request includes one parcel totaling approximately 4.60 acres. The property has approximately 390' of street frontage along Macedonia Church Road and is 498' +/- in depth.

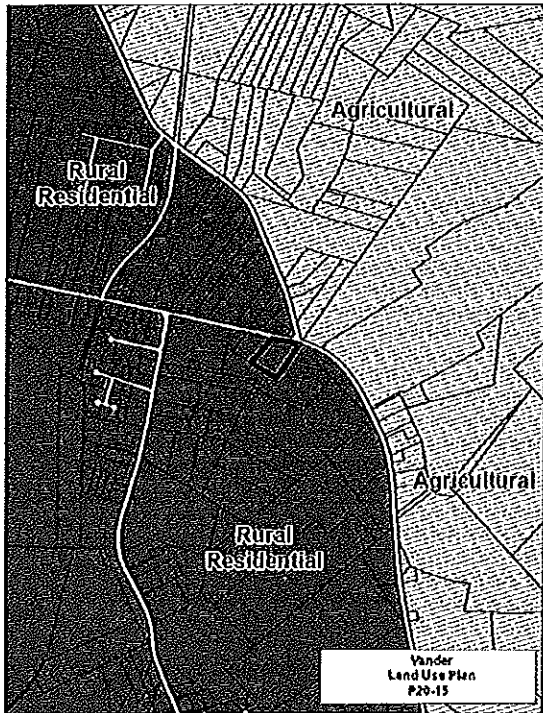
**EXISTING LAND USE:** The property is currently developed with a residential dwelling.

**OTHER SITE CHARACTERISTICS:** The property is not located within the watershed or the Special Flood Hazard Area. There are hydric soils (Le- Leon sand & TR- Torhunta and Lynn Haven soils) on the property.



**DEVELOPMENT REVIEW:** The property was platted on 4-4-91 in Book 75, Page 54. A group development was approved in 2005 (Case 05-186). The owner will need to revise the group development or submit for a subdivision review prior to development.

**SURROUNDING LAND USE:** There are residential uses in the surrounding area of the property including manufactured homes. A manufactured home park exists southwest of the property.



**ZONING HISTORY:** This property was initially zoned A1 as part of the Area 20 initial zoning on September 3, 1996.

**UTILITIES:** This site is currently served by private well and septic. Public water and sewer are not available to the site. The site is not within a sewer/water district.

**MINIMUM YARD SETBACKS:** If approved, this parcel would be subject to R40 setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot.

**COMPREHENSIVE PLANS:** The 2030 Growth Vision Plan designates this parcel for "Rural Areas". "Rural Areas" provides for agriculture, forestry and low intensity residential development with septic where site conditions are good. The Vander Land Use Plan (2017) designates this parcel for "Rural Residential". "Rural Residential" allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. **Request is plan compliant.**

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**TRAFFIC:** Macedonia Church Road is identified as a local road in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. The Average Daily Traffic Count (2016) on SR 2014 (Macedonia Church Road) is 700.

**SCHOOLS:** Comments requested via e-mail. None received.

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had not comment at this time.

**EMERGENCY SERVICES:** The County Fire Marshal has reviewed the request and had no comment at this time.

**FAYETTEVILLE REGIONAL AIRPORT:** This property is not within the Airport Overlay District.

#### STAFF RECOMMENDATION

In Case P20-15, the Planning & Inspections staff **recommends approval** of the rezoning from A1 Agricultural to R40 Residential and find the request consistent with the Vander Land Use Plan (2017) designation of "Rural Residential". The "Rural Residential" designation allows for one unit or less per acre and desires a minimum lot size of 40,000 square feet. Staff further finds approval of the request is reasonable and in the public interest as the requested district is in harmony with surrounding existing zoning and land uses and any additional lots/units would be subject to a development review.

Attachments:  
Zoning Application  
Notification Mailing List

**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, the following facts are submitted:

1. Requested Rezoning from A1 to R40
2. Address of Property to be Rezoned: 4670 Macedonia Church Rd Fayetteville  
NC 28312
3. Location of Property: same as above
4. Parcel Identification Number (PIN #) of subject property: 0475-45-0477-  
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 4.6 +/- Frontage: 390 Depth: 564.38
6. Water Provider: Well: ☒ PWC: \_\_\_\_\_ Other (name): \_\_\_\_\_
7. Septage Provider: Septic Tank ☒ PWC \_\_\_\_\_
8. Deed Book 10651, Page(s) 823, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: raw land
10. Proposed use(s) of the property: Residential
11. Do you own any property adjacent to or across the street from this property?  
Yes \_\_\_\_\_ No ☒ If yes, where? \_\_\_\_\_
12. Has a violation been issued on this property? Yes \_\_\_\_\_ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

*The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.*



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

✓ Alex Harrison Culbreth and Kathy Diane Culbreth  
NAME OF OWNER(S) (PRINT OR TYPE)

3463 Sids Mill Rd., Fayetteville, NC 28312  
ADDRESS OF OWNER(S)

910-818-5665  
HOME TELEPHONE # WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

E-MAIL

HOME TELEPHONE # WORK TELEPHONE #

Alex H. Culbreth  
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Kathy D. Culbreth  
SIGNATURE OF OWNER(S)

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

CANADY, ROGER E  
1649 OLD VANDER RD  
FAYETTEVILLE, NC 28312

CULBRETH, ALEX HARRISON & WIFE  
KATHY DIANE  
4670 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312

FERREL, JILL BLAKELY  
4657 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312

OAKLEY, LEROY C/O STEVEN OAKLEY  
1107 ASBURY RD  
EASTOVER, NC 28312

ROMAN CATHOLIC DIOCESE OF RALEIGH  
7200 STONEHENGE DR  
RALEIGH, NC 27613

SCHOOLER, ELIZABETH  
4635 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312

SMITH, JUANITA CANADY & HUSBAND  
STEVE  
4622 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312

WILLIAMS, SHERRY EVONE & JAMES  
ROGER STARLING  
4716 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312



BEACHAM, MARVIN D III & WIFE  
YOLANDA M  
3605 HEATHER BROOKE DR  
FAYETTEVILLE, NC 28306

BINGHAM, JENNIFER L  
1618 OLD VANDER RD  
FAYETTEVILLE, NC 28312

BULLARD, CECIL F JR  
4843 MACEDONIA CHURCH RD  
FAYETTEVILLE, NC 28312

CANADY, ROGER  
1547 OLD VANDER RD  
FAYETTEVILLE, NC 28312

COOPER, THOMAS GAINES & WIFE  
DORIS P  
1411 SEABROOK SCHOOL RD  
FAYETTEVILLE, NC 28312

FISHER, JANET  
4469 STARVIEW LN  
FAYETTEVILLE, NC 28312

HINESMON, JOHN DAVID III & SPOUSE  
DECHANDA M  
1520 OLD VANDER RD  
FAYETTEVILLE, NC 28312

HUNT, IMOGENE H  
1331 SEABROOK SCHOOL RD  
FAYETTEVILLE, NC 28312

JACKSON, MARY CARTER  
PO BOX 343  
STEDMAN, NC 28391

NORDAN, CHARLES F & WIFE  
104 BROOKSTONE CT  
YORKTOWN, VA 23693

B-20-15-3rd



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 9/10/2020**

**SUBJECT: CASE P20-38**

#### **BACKGROUND**

**Case P20-38:** Revision and amendment to the Cumberland County Zoning Ordinance by amending Article II Interpretations, Calculations, and Definitions, Section 203. Definitions of Specific Terms and Words and amending Article IX Individual Uses, Section 921. Recreation Vehicle Park and/or Campground and updating the table of contents as appropriate.

#### **RECOMMENDATION / PROPOSED ACTION**

**Staff Recommendation:** In Case P20-38, the Planning and Inspections staff recommends denial of the text amendment to the Cumberland County Zoning Ordinance and find this text amendment not consistent with the adopted 2030 Growth Vision Plan (2009) Policy Area 2 of Well-Managed Growth and Development where the vision is to create development standards for application across rural and urban areas to ensure efficient and quality development is achieved. Denial of this text amendment is also reasonable and in the public interest because the request would circumvent the recently adopted standards concerning lengths of stay inside a RV Park and/or Campground, would circumvent acceptable subdivision standards commonly utilized for detached living quarters, and would take away from the intent of transient usage of the property.

**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 P20-38, I move to deny the text amendment to the Cumberland County Zoning Ordinance and find this text amendment not consistent with the adopted 2030 Growth Vision Plan (2009) Policy Area 2 of Well-Managed Growth and Development where the vision is to create development standards for application across

rural and urban areas to ensure efficient and quality development is achieved. Denial of this text amendment is also reasonable and in the public interest because the request would circumvent the recently adopted standards concerning lengths of stay inside a RV Park and/or Campground, would circumvent acceptable subdivision standards commonly utilized for detached living quarters, and would take away from the intent of transient usage of the property.

**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 P20-38, I move to approve the text amendment to the Cumberland County Zoning Ordinance and find this text amendment (consistent/not consistent) with the adopted 2030 Growth Vision Plan. Approval of this text amendment is also reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

Backup Material

AMY H. CANNON  
County Manager

TRACY JACKSON  
Assistant County Manager



RAWLS HOWARD  
Director

DAVID MOON  
Deputy Director

---

*Planning & Inspections Department*

SEPTEMBER 10, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-38:** Revision and amendment to the Cumberland County Zoning Ordinance by amending Article II Interpretations, Calculations, and Definitions, Section 203. Definitions of Specific Terms and Words and amending Article IX Individual Uses, Section 921. Recreation Vehicle Park and/or Campground and updating the table of contents as appropriate.

ACTION: Recommended denial of the text amendment to the Cumberland County Zoning Ordinance at the August 18, 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 AUGUST 18, 2020

In Case P20-38, the Planning and Inspections staff recommends denial of the text amendment to the Cumberland County Zoning Ordinance and find this text amendment not consistent with the adopted 2030 Growth Vision Plan (2009) Policy Area 2 of Well-Managed Growth and Development where the vision is to create development standards for application across rural and urban areas to ensure efficient and quality development is achieved. Denial of this text amendment is also reasonable and in the public interest because the request would circumvent the recently adopted standards concerning lengths of stay inside a RV Park and/or Campground, would circumvent acceptable subdivision standards commonly utilized for detached living quarters, and would take away from the intent of transient usage of the property.

Mrs. Lynd presented the case information and photos.

Chair Wheatley opened the public comment period.

Mrs. Lynd stated that there were no comments submitted for this case.

Chair Wheatley closed the public comment period.

In Case P20-38, Mr. Crumpler made a motion, seconded by Mr. Lloyd to recommend denial of the text amendment to the Cumberland County Zoning Ordinance and find this text amendment not consistent with the adopted 2030 Growth Vision Plan (2009) Policy Area 2 of Well-Managed Growth and Development where the vision is to create development standards for application across rural and urban areas to ensure efficient and quality development is achieved. Denial of this text amendment is also reasonable and in the public interest because the request would circumvent the

recently adopted standards concerning lengths of stay inside a RV Park and/or Campground, would circumvent acceptable subdivision standards commonly utilized for detached living quarters, and would take away from the intent of transient usage of the property. 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.*



PLANNING STAFF REPORT  
**REZONING CASE # P20-38**  
Planning Board Meeting: August 18, 2020

#### EXPLANATION OF THE REQUEST

This is a request to amend the Cumberland County Zoning Ordinance to revise Article II Interpretations, Calculations, and Definitions as well as Article IX Section 921. Recreation Vehicle Park and/or Campground. The amendment would define "Park Model Recreation Vehicles" as well as exempt them from the time limit restrictions on stays within the park. Approval of the amendment would also allow park model recreation vehicles to have an open or covered porch or deck that could potentially be screened.

#### STAFF RECOMMENDATION

In Case P20-38, the Planning and Inspections staff **recommends denial** of the text amendment to the Cumberland County Zoning Ordinance and find this text amendment not consistent with the adopted 2030 Growth Vision Plan (2009) Policy Area 2 of Well-Managed Growth and Development where the vision is to create development standards for application across rural and urban areas to ensure efficient and quality development is achieved. Denial of this text amendment is also reasonable and in the public interest because the request would circumvent the recently adopted standards concerning lengths of stay inside a RV Park and/or Campground, would circumvent acceptable subdivision standards commonly utilized for detached living quarters, and would take away from the intent of transient usage of the property.

Attachments:  
P20-38 Text Amendment

**AMEND the Cumberland County Zoning Ordinance, Article II Interpretations, Calculations, and Definitions by adding a definition concerning Park Model Recreational Vehicles in Section 203. Definitions of Specific Terms and Words as indicated below:**

**ARTICLE II**

**INTERPRETATIONS, CALCULATIONS, AND DEFINITIONS SECTION**

**203. DEFINITIONS OF SPECIFIC TERMS AND WORDS.**

In further amplification and for clarity of interpretation of the context, the following definitions of word usage shall apply:

Recreational Vehicle, Park Model: A towable recreational vehicle which is built on a single chassis and designed primarily for use as temporary living quarters for recreational, camping, travel, or seasonal use; has a gross trailer area not exceeding 400 square feet in the set-up mode; and is certified by the manufacturer to comply with the American National Standards Institute (ANSI) A119.5 Park Model Recreational Vehicle Standard.



**AMEND the Cumberland County Zoning Ordinance, Article IX Individual Uses by amending Section 921. Recreation Vehicle Park and/or Campground as indicated below:**

**ARTICLE IX  
INDIVIDUAL USES**

**SECTION 921. RECREATION VEHICLE PARK AND/OR CAMPGROUND.**

- A. Recreation vehicle parks/campgrounds shall be used only by travel trailers, pickup, coaches, motor homes, camping trailers, park model recreational vehicles, other vehicular accommodations, cabins and tents suitable for temporary habitation and used for travel, vacation and recreation purposes.
- B. The area of the park/campground shall be at least three acres. Each recreation vehicle/cabin/open air cabins, camp site, excluding sites used solely for tents, shall be a minimum of 1,200 square feet in area with a maximum of 20 sites per acre. Each site shall contain a stabilized vehicular parking pad of packed gravel, paving or other suitable material. Cabin sites shall not exceed more than twenty-percent of the total proposed sites within the recreation vehicle/campground site. The maximum size of the proposed cabins shall not exceed 400 square feet and shall be identified as being either a cabin or open air cabin. Cabins shall not have bathrooms within the cabin and must be served by a bathhouse located within 500 feet from the entrance of the cabin to the entrance of the bathhouse. Park model recreational vehicles may contain an open or covered porch or deck no greater than 100 square feet in area. Porches or decks may be screened but shall not be completely enclosed.
- C. All yard setback requirements shall be in accordance with the dimensional requirements of the zoning district in which the park or campground is located and no structure, recreational vehicle site or camping site shall be located within the required yard area.
- D. Individual recreation vehicle spaces within a recreation vehicle park/campground shall not directly access a public road. Access to all recreation vehicle spaces/cabin and accessory structures within the park/campground shall be from internal streets with the entrance to the park directly accessing a public right-of-way. A driveway permit must be obtained from the North Carolina Department of Transportation for connection to the public street.
- E. The recreation vehicle park/campground shall not allow for permanent occupancy on the same site by the same occupant for any continuous period of time exceeding 90 days with a maximum allowance of 180 days per calendar year within the same park. There must be a minimum 30 day waiting period between stays within the same park for each recreational vehicle/occupant. These time limits shall not apply to park model recreational vehicles which are owned by the recreation vehicle park/campground owner and which are rented for overnight or seasonal accommodations. Each recreation vehicle park/campground shall be required to maintain a registry or logbook identifying, at a minimum, the recreation vehicle license plate number and Vehicle Identification Number for recreation vehicle sites and/or names of occupants in campground sites which will be subject to inspection by the County during regular inspections. Upon the adoption date of this amendment, existing recreation vehicle parks will also be required to comply with the logbook requirement.



- F. Each park shall have at least one telephone available for public use. Management headquarters, manager's residence, recreational facilities, bathhouses, toilets, dumping stations, showers, coin-operated laundry facilities, stores and the uses and structures customarily incidental to operations of a recreation vehicle park/campground are permitted as accessory uses to the park, subject to the following restrictions:
1. Such establishments (excluding recreational facilities) and the parking areas primarily related to their operations shall not occupy more than 10% of the gross area of the park/campground.
  2. The structures housing such facilities shall not be located closer than 100 feet to any public street and shall not be directly accessible from any public street but shall be accessible only from an internal drive within the park/campground.
  3. Such structures containing toilets, bathhouses and other plumbing fixtures shall comply with the requirements of the North Carolina Building Code.
  4. Each park shall be limited to a maximum of one manager's/ caretaker's residence.
- G. Adequate off-street parking and maneuvering space shall be provided on site. No public street, sidewalk or right-of-way or any other private grounds not a part of the recreational vehicle parking area shall be used to park or maneuver vehicles.
- H. Internal drives shall be constructed to a minimum of 18 feet in width if providing two way streets and 12 feet in width for one way streets and contain a minimum depth of six inches of stone gravel base with proper ditching, drainage, and seeding of slopes. Permanent dead-end streets shall have a cul-de-sac constructed 40 feet in diameter.
- I. Recreational vehicle parks and campgrounds shall be enclosed by a fence, wall, landscape screening, earthen mounds or by other measures from all contiguous residential areas in a manner that complements the landscape and assures compatibility with the adjacent environment and complies with the buffering requirements for non-residential uses adjacent to residential districts.
- J. In addition to the requirements required to be shown on the site plan as required by the Article XIV, the site plan shall include the name and address of the applicant, the location and dimensions of each recreation vehicle/camping site, the location and use of all service and recreational facilities, all interior access ways, drives, and parking. All site plans subject to this Section shall also require approval from the County Health Department.
- K. When permitted, recreation vehicle parks/campgrounds within the CD Conservancy District shall be subject to the following requirements:
1. No individual recreation vehicle/camping site shall have individual on-site septic systems.
  2. Each recreational vehicle must be equipped with a holding tank and each park/campground must have an approved dumping station or pump-out facilities on the premises.

**L. All Federal, State and other local regulations shall be complied with. (Amd. 11-20-06; Amd. 01-19-10)**



## PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 9/10/2020**

**SUBJECT: CASE P20-41**

#### **BACKGROUND**

**Case P20-41:** Rezoning of 10.65+/- acres from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial or to a more restrictive zoning district, located at 3266 Sanderosa Road, submitted by Hubert McDonald Jr. & Wade McDonald on behalf of Three-O-One Truck Stop Inc. (owners) & Ann Locklear (agent).

#### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Recommended denial of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead recommends approval of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P) at the August 18, 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 P20-41, the Planning & Inspections staff recommends denial of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead recommends approval of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P). Staff finds: a. The recommendation is an amendment to the adopted current Eastover Land Use Plan (2018) map; and that the Board of Commissioners should not require any additional

request or application for amendment to said map for this request. b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the Eastover Land Use Plan (2018) does include a recommendation that commercial development should be allowed to occur where convenient goods/needs could be provided on properties outside the Eastover town limits; c. And this rezoning recommendation is reasonable and in the public interest because the districts recommended would be more in line with the adopted plan than the existing zoning on the parcels and the C1(P) district is designed to allow uses that would provide convenient needs/services while prohibiting noxious uses near residential areas.

**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 P20-41, I move to deny the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead move to approve O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P). The board finds: a. The approval is an amendment to the adopted current Eastover Land Use Plan (2018) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the Eastover Land Use Plan (2018) does include a recommendation that commercial development should be allowed to occur where convenient goods/needs could be provided on properties outside the Eastover town limits; c. And this rezoning approval is reasonable and in the public interest because the districts approved would be more in line with the adopted plan than the existing zoning on the parcels and the C1(P) district is designed to allow uses that would provide convenient needs/services while prohibiting noxious uses near residential areas.

**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 P20-41, I move to deny the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and find the request not consistent with the Eastover Land Use Plan (2018) which designates these parcels for “Rural Density Residential”. Denial of the rezoning is also 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

DAVID MOON  
Deputy Director

---

*Planning & Inspections Department*

SEPTEMBER 10, 2020

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-41:** Rezoning of 10.65+/- acres from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial or to a more restrictive zoning district, located at 3266 Sanderosa Road, submitted by Hubert McDonald Jr. & Wade McDonald on behalf of Three-O-One Truck Stop Inc. (owners) & Ann Locklear (agent).

ACTION: Recommended denial of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead recommends approval of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P) at the August 18, 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 AUGUST 18, 2020

In Case P20-41, the Planning & Inspections staff recommends denial of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead recommends approval of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P). Staff finds:

- a. The recommendation is an amendment to the adopted current Eastover Land Use Plan (2018) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the Eastover Land Use Plan (2018) does include a recommendation that commercial development should be allowed to occur where convenient goods/needs could be provided on properties outside the Eastover town limits;
- c. And this rezoning recommendation is reasonable and in the public interest because the districts recommended would be more in line with the adopted plan than the existing zoning on the parcels and the C1(P) district is designed to allow uses that would provide convenient needs/services while prohibiting noxious uses near residential areas.

Mrs. Lynd presented the case information and photos.



Chair Wheatley opened the public comment period.

Mrs. Lynd read the statement submitted by the J D Liston, Division President of Americas Home Place. See attached.

Mr. Crumpler said that there was no delineation between the two lots and asked for an idea of where it would be divided or if the site plan was specifically for one lot.

Mrs. Lynd said that the site plan was for the portion that the applicant is asking for the conditional zoning.

Mr. Lloyd asked if the applicant was going to recombine the lots.

Mrs. Lynd said the plan was to recombine the lots.

Public comment period closed.

Mr. Crumpler stated that water is supplied by Eastover Sanitary District but there is no sewer there.

Mr. Crumpler went on to say that this was just outside of the Eastover jurisdiction, but is still a gateway into Eastover. They have no problems with commercial there because this is what is up against the commercial core. Mr. Crumpler said he prefers to accept the staff's recommendation, but would like for the C1(P) to be conditional zoning and would hope that the Board of Commissioner's would look at what was going to be put there.

Mrs. Lynd said that they discussed conditional zoning with the applicant, their intent in not submitting conditional zoning for that portion was just for marketing reasons, they aren't sure what will go there.

Mr. Howard said that they do not have a site plan that they could tie to it

Mrs. Lynd said they chose not to submit one because they were not doing a conditional zoning.

Mr. Crumpler said that his second reason for wanting a conditional zoning is that it is right across the street from a church, and there is a wooded buffer between where the residential starts. Mr. Crumpler said that they really have no problem with it being commercial, but would like to see at least, the Commissioner's to be able to look at what they want to put there.

Mr. Lloyd said he didn't think the Commissioner's could do that, they are allowed to do what they can do in C(P) now, if he were restricted any more than that, that would be a down zoning and the applicant would have to agree to be down zoned.

Mr. Howard said that they could pass those concerns along to the Commissioner's during their presentation.

Mr. Crumpler restated that he didn't have a problem with the C1(P), just for general aesthetics in the area he would like the Commissioner's to be able to take a look at what was put in there if it remains C(P).

Mrs. Lynd said it would have to start back at the beginning before it could go to the Commissioner's, so Mrs. Lynd asked if the Board wanted to defer the case to give the applicant time to change the request. Mrs. Lynd clarified that if the applicant were to change the request to conditional zoning he would have to reapply, and he would have to agree.

Mr. Crumpler stated that he would drop it, if it means the applicant would have to reapply.

**In Case P20-41, Mrs. Moody made a motion, seconded by Mr. Lloyd to recommend denial of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned**

Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead recommends approval of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P). The board finds: a. The recommendation is an amendment to the adopted current Eastover Land Use Plan (2018) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the Eastover Land Use Plan (2018) does include a recommendation that commercial development should be allowed to occur where convenient goods/needs could be provided on properties outside the Eastover town limits; c. And this rezoning recommendation is reasonable and in the public interest because the districts recommended would be more in line with the adopted plan than the existing zoning on the parcels and the C1(P) district is designed to allow uses that would provide convenient needs/services while prohibiting noxious uses near residential areas. 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.*



## STATESVILLE

1206 Greenland Drive  
Statesville, NC 28677  
Phone: 704.872.4400  
Fax: 704.872.4408



## Custom Home Builders

## DESIGNER SHOW ROOMS

ALABAMA  
FLORIDA (FL. # CR-C057203)  
GEORGIA  
LOUISIANA  
MISSISSIPPI  
NORTH CAROLINA  
OHIO  
SOUTH CAROLINA  
TENNESSEE  
TEXAS  
VIRGINIA

Members of the Planning Board,

Thank you for your time today

America's Home Place, a scattered site residential homebuilder, has submitted a letter of intent to purchase 10.25 acres located at 3266 Sanderosa Road, Fayetteville, NC. This purchase is contingent on the ability to have the property rezoned from its current status of HSP to a combination of Two (2) Lots in which we are asking the Board to approve the zoning as shown in the Site Plan for Lot 1 to be O&I (P) and Lot 2 to be C(P).

Lot One (1) we are asking for O&I(P) in which we intend to be allowed a maximum of three model homes (two for show and one modified to conduct sales) and Lot Two (2) we are asking for C(P) for future use, yet to be determined, for that lot. The staff has recommended C1(P) classification Lot Two (2) and this recommendation is both appreciated and acceptable.

This location would constitute one of approximately fifty locations for America's Home Place throughout the Southeast, providing quality, affordable homes to Cumberland County landowners. We currently build homes on lots or sites for landowners. Additionally, this operation would employ many people from a vast array of trades in the area from excavators, masons, carpenters, mechanical subcontractors and related businesses to surveyors, engineers, and refuse companies. Additionally, the location would utilize up to twelve direct company employees chosen from throughout the area.

We again would like to thank you for your time and consideration of our request and respectfully accept any recommendations or conditions that you may set forth to allow America's Home Place to conduct business, provide quality housing and bring additional employment to Cumberland County.

Respectfully,

J D Liston  
Division President  
Americas Home Place

**AmericasHomePlace.com**

The Home You Want... Where You Want It



PLANNING STAFF REPORT  
**REZONING CASE # P20-41**  
Planning Board Meeting: August 18, 2020

#### EXPLANATION OF THE REQUEST

This is a request to rezone two parcels located at 3266 Sanderosa Road. The parcels are currently zoned HS(P)/CU for an emergency personnel training center and HS(P) Planned Highway Services. The HS(P) district is now dormant and corresponds with the C(P) district. The applicant is requesting that 4.40 acres be conditionally zoned O&I(P) for a general office while the remaining 6.25 acres be conventionally zoned to the C(P) district. This is a partial conditional rezoning and all ordinance-related conditions apply.

#### OWNER/APPLICANT

**OWNER/APPLICANT:** Hubert McDonald Jr. & Wade McDonald on behalf of Three-O-One Truck Stop Inc. (owners) & Ann Locklear (agent)

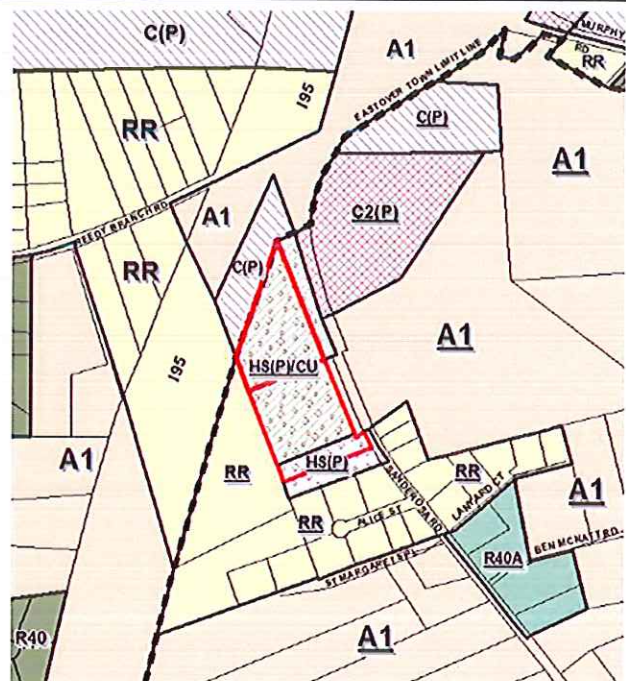
#### PROPERTY INFORMATION

**ADDRESS/LOCATION:** 3266 Sanderosa Road; more specifically REIDs 0468323840000 & 0468325325

**SIZE:** This request includes two parcels totaling approximately 10.65+/- acres. The parcels have approximately 1,201' of street frontage along Sanderosa Road and 653' along I-95. The parcels are 437'+/- in depth.

**EXISTING LAND USE:** The property is currently vacant except for a non-conforming billboard.

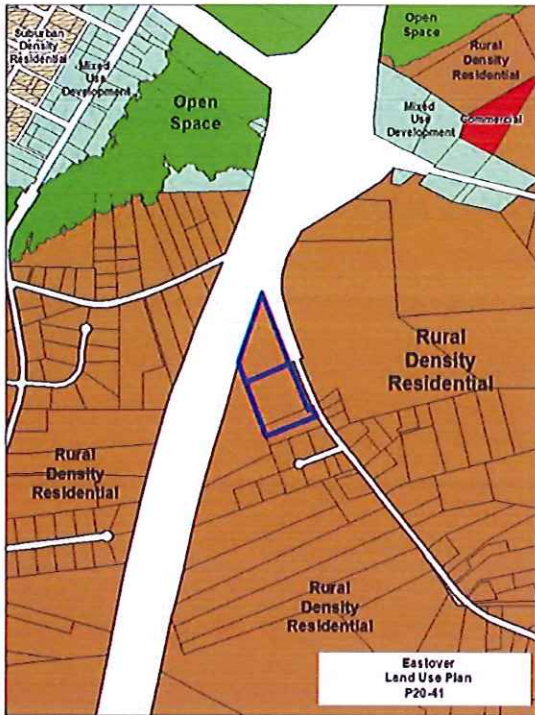
**OTHER SITE CHARACTERISTICS:** The properties are not located within the watershed or Special Flood Hazard Area. There are hydric soils (Pa-Pactolus Loamy Sand) located on the properties.



**DEVELOPMENT REVIEW:** The properties were created by deed on 1-14-86. The parcels will require a recorded plat prior to development. A site plan will be required on the C(P) portion prior to development.

**SURROUNDING LAND USE:** There are residential uses surrounding the parcels including manufactured homes. A religious worship facility and a medical office are developed across Sanderosa Road.





**ZONING HISTORY:** This property was initially zoned HS(P)/CU & HS(P) as part of the Area 8 initial zoning on April 26, 1979.

**UTILITIES:** The property is currently served by Eastover Sanitary District water and private septic. There are no public sewer lines available. This property is not located within a water/sewer district.

**MINIMUM YARD SETBACKS:** If approved, the portion of the parcel approved for O&I(P)/CZ would be subject to: Front yard: 35 foot, Side yard: 15 foot, Rear yard: 20 foot. The portion of the parcel approved for C(P) would be subject to: Front yard: 50 foot, Side yard: 30 foot, Rear yard: 30 foot.

**COMPREHENSIVE PLANS:** The 2030 Growth Vision Plan designates this parcel as "Urban Fringe". The Eastover Land Use Plan (2018) designates these parcels as "Rural Density Residential". "Rural Density Residential" calls for a minimum lot size of 20,000 square feet with the associated districts of R20, R20A, RR, R30, R30A, R40 and R40A. **Request is not plan compliant.**

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**TRAFFIC:** Sanderosa Road is identified as a local road in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. \*\*\*Please note that I-95 is planned in the State Transportation Improvement Plan as I-5986, a proposed project to widen about 25 miles of I-95 to eight lanes between I-95 Bus/US 301 (Exit 56) in Cumberland County and I-40 (Exit 81) in Johnston County, including all of Harnett County. Proposed work would also include rebuilding at least six interchanges with new overpasses, loops and ramps. Right-of-way acquisition began in FY2019. The Average Daily Traffic count (2014) on Sanderosa Road is 740.

**SCHOOLS CAP/ENROLL:** Comments requested via e-mail. None received.

**EMERGENCY SERVICES:** The Cumberland County Fire Marshal's Office has reviewed the request and stated the following: 1) All portions of each building must be located within 150 feet of approved fire department access road 2) Ensure all fire department access road requirements are met 3) Emergency responder radio coverage must be achieved in accordance with fire code.

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

**FAYETTEVILLE REGIONAL AIRPORT:** This property is not located within the Airport Overlay District.

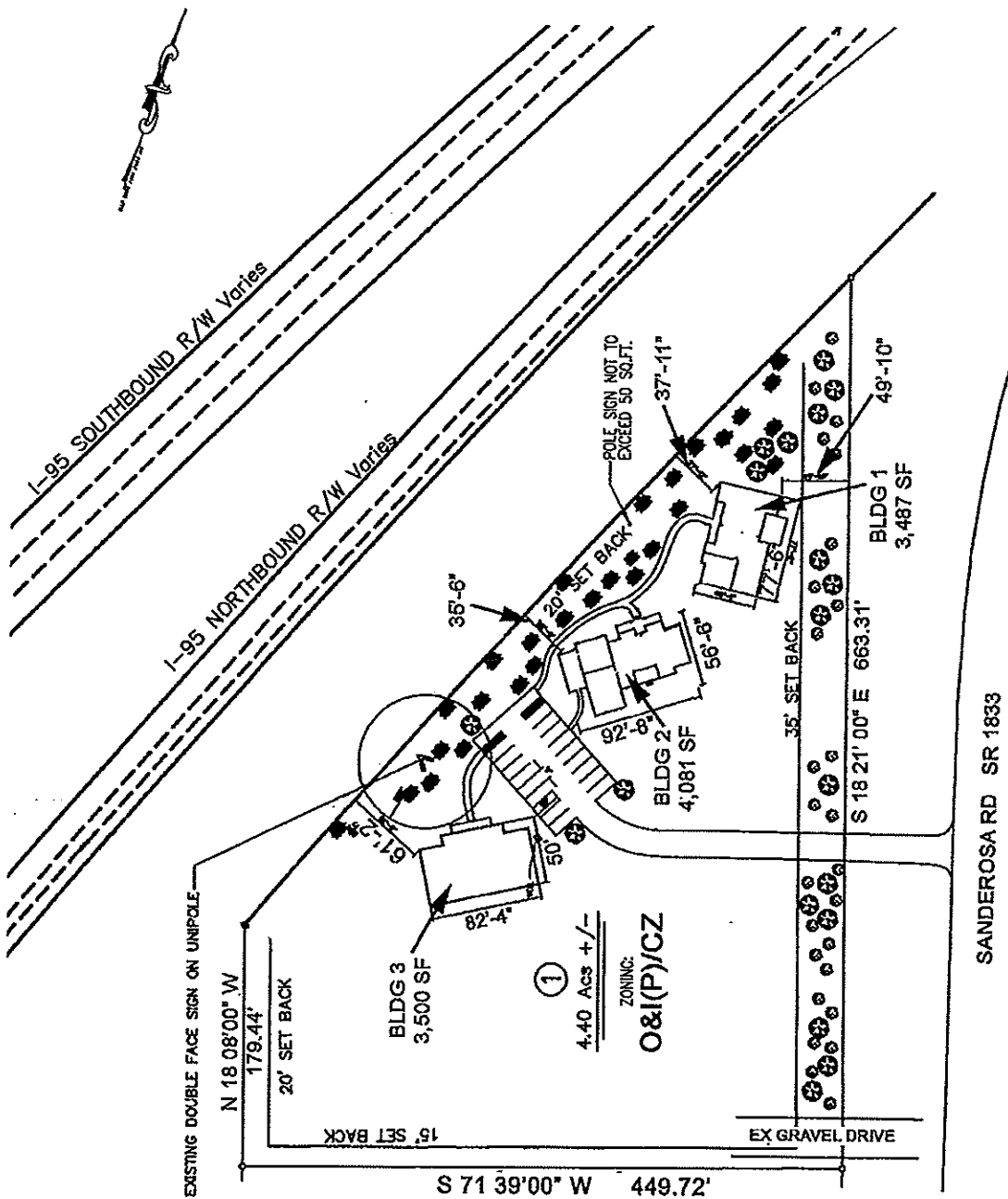
#### STAFF RECOMMENDATION

In Case P20-41, the Planning & Inspections staff **recommends denial** of the rezoning from HS(P) Planned Highway Services District/CU Conditional Use Overlay for an emergency personnel training center & HS(P) Planned Highway Services District to O&I(P) Planned Office & Institutional District/CZ Conditional Zoning for general office and C(P) Planned Commercial and instead **recommends approval** of O&I(P)/CZ for general office and C1(P) Planned Local Business District where the applicant requested C(P). Staff finds:

- a. The recommendation is an amendment to the adopted current Eastover Land Use Plan (2018) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the Eastover Land Use Plan (2018) does include a recommendation that commercial development should be allowed to occur where convenient goods/needs could be provided on properties outside the Eastover town limits;
- c. And this rezoning recommendation is reasonable and in the public interest because the districts recommended would be more in line with the adopted plan than the existing zoning on the parcels and the C1(P) district is designed to allow uses that would provide convenient needs/services while prohibiting noxious uses near residential areas.

Attachments:

Detailed Site Plan  
Ordinance Related Conditions  
Zoning Application  
Notification Mailing List



# O&I(P) PLANNED OFFICE & INSTITUTIONAL DISTRICT/CZ CONDITIONAL ZONING

REQUEST: A GENERAL OFFICE

CASE: P20-41 ACREAGE: 4.40 AC +/-

SCALE: NTS PARKING: 20 SPACES

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



**O&I(P) PLANNED OFFICE & INSTITUTIONAL/CZ CONDITIONAL ZONING**  
**DISTRICT**

**DRAFT**

**Ordinance Related Conditions**  
***For General Office (w/ model homes)***

**Revision Required:**

1. Three copies of a revised site plan and a \$25.00 revision fee is required to be submitted to the Current Planning Section prior to the further processing of this plat/plan. The following must be addressed on the revised plat/plan:
  - a. Landscaping must be provided in accordance with Section 1102 N, Landscaping, County Zoning Ordinance and/as shown on the site plan. The following are the minimum standards for the required landscaping of this site:
    - i. 26 large shade trees or 53 small ornamental trees within the front yard setback area along SR 1833 (Sanderosa Road) and I-95; and
    - ii. 8 ornamental trees and 87 shrubs are required in the building yard area.
    - iii. 1 large shade trees or 2 small ornamental trees are required within the parking area.

In addition:

- a. Required plant materials shall be maintained by the property owner, including replacing dead or unhealthy trees and shrubs; and
- b. All yard and planting areas shall be maintained in a neat, orderly, and presentable manner and kept free of weeds and debris.
- b. 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.) **Note: A freestanding pole sign can not exceed 30 feet in height. The site plan must be revised to indicate a maximum height of 30 feet.**

**Pre- Permit Related:**

2. A recorded plat is required prior to permit application, see Plat-Related conditions below. [Sec. 4-8(b)(7), County Code]
3. 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]

4. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement.

(Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

5. The Cumberland County Fire Marshal's Office has reviewed the request and provided the following comments:
  - a. All portions of each building must be located within 150 feet of approved fire department access road.
  - b. Ensure all fire department access road requirements are met (Section 503 of the NC Fire Code 2018)
  - c. Emergency responder radio coverage must be achieved in accordance with (Section 510 of the NC Fire Code 2018)

For questions related to these comments, please contact the County Fire Marshal.

**Permit-Related:**

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

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

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

**Note:** In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and \$25.00/\$50.00 revision fee) must be submitted for staff review and approved prior to permit application.

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

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

**Site-Related:**

12. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the O&I(P) Planned Office & Institutional/CZ Conditional Zoning for a general office zoning district must be complied with, as applicable.

**Note:** At such time that Building 1 and 3 no longer serve as model homes, they must be removed from the property (residential structures are not allowed), utilized as a general office structure (after upgrading to meet non-residential building code), or the property must be rezoned to allow a change-in-use other than general office. (Sec. 403, County Zoning Ord.)

13. 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.)
14. The existing billboard shown on the site plan will become nonconforming upon approval the conditional zoning. Damage, construction or removal that exceeds the 50% nonconformity threshold will prevent the billboard use from continuing on site.
15. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
16. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
17. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
18. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). A separate submittal to NCDOT will be required prior to consideration for addition to the system of any street within this development. (Sec. 2304B, County Subdivision Ord.)
19. 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.

20. 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.
21. A solid buffer must be provided and maintained along the rear property lines where this tract/site abuts RR Rural Residential in accordance with the provisions of Section 1102 G, County Zoning Ordinance (Note: Chain link fencing cannot be used to satisfy the buffer requirement.)
22. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
23. All required off-street parking spaces are required to be a minimum of 9' x 20' and surfaced, with a permanent material such as asphalt or concrete, and striped prior to application for the building final inspection. A minimum of 14 off-street parking spaces is required for this development. (Art. XII, County Zoning Ord.)
24. The owner/developer is responsible and liable for maintenance and upkeep of this site, all structures, and appurtenances, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing. (Sec. 1403, County Zoning Ord.)



25. The Noise Regulations of the County Code Chpt. 9.5, Art. II are to be complied with.

**Plat-Related:**

26. All property lines must be shown with metes/bounds. Lot 2 will need to be shown as recombining the two (potentially three) lots to create the 6.25 acre lot. This will require the old lot line to be shown as a dash line with all other property lines shown as solid lines. Correct acreages will need to be shown on the plat if the lot from Temple Baptist Church is not included on the plat.
27. Any/All easements must be reflected on the final plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.
28. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by the Current Planning Section.

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

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

**Plat-Required Statements:**

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

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

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

“Nonconforming structures have not been created by this recombination plat.”

**Advisories:**

34. The applicant is advised to consult an expert on wetlands before proceeding with any development.
35. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
36. The subject property sits on Sanderosa Road, which is identified as a local road in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan. \*\*Please note that Interstate 95 is planned in the State Transportation Improvement Plan as I-5986, a proposed project to widen about 25 miles of I-95 to eight lanes between I-95 Business/U.S. 301 (Exit 56) in Cumberland County and I-40 (Exit 81) in Johnston County, including all of Harnett County. Proposed work would also include rebuilding at least six interchanges with new overpasses, loops and ramp. Right-of-way acquisition began in FY2019. For questions related to this comment, please contact Transportation Planning.
37. 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.

38. 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.
39. This conditional approval is not to be construed as all encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

**Other Relevant Conditions:**

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

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

*Thank you for doing business in Cumberland County!*

**If you need clarification of any conditions, please contact Ed Byrne at 910-678-7609 or Betty Lynd at 910-678-7605 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	<a href="mailto:blynd@co.cumberland.nc.us">blynd@co.cumberland.nc.us</a>
Subdivision/Site Plan/Plat	Ed Byrne	678-7609	<a href="mailto:ebyrne@co.cumberland.nc.us">ebyrne@co.cumberland.nc.us</a>
Code Enforcement (Permits):	Scott Walters	321-6654	<a href="mailto:swalters@co.cumberland.nc.us">swalters@co.cumberland.nc.us</a>
County Building Inspections:	Michael Naylor	321-6657	<a href="mailto:mnaylo@co.cumberland.nc.us">mnaylo@co.cumberland.nc.us</a>
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	<a href="mailto:klowther@co.cumberland.nc.us">klowther@co.cumberland.nc.us</a>
	Gene Booth	678-7641	<a href="mailto:wbooth@co.cumberland.nc.us">wbooth@co.cumberland.nc.us</a>
County Health Department:	Fred Thomas	433-3692	<a href="mailto:fthomas@co.cumberland.nc.us">fthomas@co.cumberland.nc.us</a>
PWC:	Joe Glass	223-4740	<a href="mailto:joe.glass@faypwc.com">joe.glass@faypwc.com</a>
	Sam Powers	223-4370	<a href="mailto:sam.powers@faypwc.com">sam.powers@faypwc.com</a>
Eastover Sanitary District:	Tal Baggett	229-3716	<a href="mailto:manageresd@ncrrbiz.com">manageresd@ncrrbiz.com</a>
US Postal Service	Jonathan R. Wallace	(704) 393-4412	<a href="mailto:jonathan.r.wallace@usps.gov">jonathan.r.wallace@usps.gov</a>
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	<a href="mailto:hair@usacr.army.mil">hair@usacr.army.mil</a>
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	<a href="mailto:leland.cottrell@ncdenr.gov">leland.cottrell@ncdenr.gov</a>
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	<a href="mailto:susan_miller@fws.gov">susan_miller@fws.gov</a>
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	<a href="mailto:wphipps@co.cumberland.nc.us">wphipps@co.cumberland.nc.us</a>
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	<a href="mailto:tlbaker@ncdot.gov">tlbaker@ncdot.gov</a>
Transportation Planning:	Katrina Evans	678 7614	<a href="mailto:kevans@co.cumberland.nc.us">kevans@co.cumberland.nc.us</a>
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	<a href="mailto:annette.lucas@ncdenr.gov">annette.lucas@ncdenr.gov</a>

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 Ann Locklear
  2. Address: 112 Natchez Dr Rostersville NC Zip Code 28376
  3. Telephone: (Home) 910 624 1554 (Work) 910 624 1554
  4. Location of Property: Sanderosa Rd.
  5. Parcel Identification Number (PIN #) of subject property: 0468-32-3840  
(also known as Tax ID Number or Property Tax ID)
  6. Acreage: 4.4 acres Frontage: 663.31' Depth: 449.72'
  7. Water Provider: Well Septage Provider: Septic system
  8. Deed Book 4399 + 2915, Page(s) 106 + 411, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
  9. Existing use of property: Vacant
  10. Proposed use(s) of the property: Sales and production office and Model Center
- 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: HSP/CU

TO: (Select one)

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

APPLICATION FOR  
CONDITIONAL ZONING

1. PROPOSED USE(S):

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

Home Sales

Production Office for home construction

Model Center

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

12,000 sq. ft. Commercial

2. DIMENSIONAL REQUIREMENTS:

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

Front: 45'

Side: 25'

Rear: 20'

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

20 spaces

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

See attached

4. LANDSCAPE AND BUFFER REQUIREMENTS:

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

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

5. MISCELLANEOUS:

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

*Hours of operations 6 days a week Mon.- Sat.*

*Typical hours 7am - 6pm.*

*Estimated 4-10 employees.*

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.

WADE McDONALD  
NAME OF OWNER(S) (PRINT OR TYPE)

2524 McNeill Circle  
ADDRESS OF OWNER(S)

HAMPTON62-428@MSN.COM  
E-MAIL

910-624-3222 910-483-0105  
HOME TELEPHONE WORK TELEPHONE

Wade McDonald   
SIGNATURE OF OWNER(S) SIGNATURE OF OWNER(S)

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

112 Nether Dr Raleigh NC 28376  
ADDRESS OF AGENT, ATTORNEY, APPLICANT

910 624 1554 910 624 1554  
HOME TELEPHONE WORK TELEPHONE

Annlocklear@aol.com NA  
E-MAIL ADDRESS FAX NUMBER

Ann Locklear  
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT



**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, the following facts are submitted:

1. Requested Rezoning from HSP/CU<sup>1</sup> HSP to CP
2. Address of Property to be Rezoned: \_\_\_\_\_
3. Location of Property: North of Sandegee Rd
4. Parcel Identification Number (PIN #) of subject property: 0468-32-3840 + 5325  
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 6.25 Frontage: 544' Depth: 505'
6. Water Provider: Well: X PWC: \_\_\_\_\_ Other (name): \_\_\_\_\_
7. Septage Provider: Septic Tank X PWC \_\_\_\_\_
8. Deed Book 4399 & 2915, Page(s) 106 + 411, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: Commercial
11. Do you own any property adjacent to or across the street from this property?  
Yes ✓ No \_\_\_\_\_ If yes, where? Adjacent
12. Has a violation been issued on this property? Yes \_\_\_\_\_ No ✓

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

*The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application..*

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.

Hubert McDONALD JR WADE McDONALD  
NAME OF OWNER(S) (PRINT OR TYPE)

3330 Chantilly Ln Foy, N.C. 210 N. EASTERN BLVD Foy, N.C. 28301  
ADDRESS OF OWNER(S)

SBTMACXXX AT GMAIL.COM HAMPTON 02 - 428 AT MSN.COM  
E-MAIL

910 670 3490

HOME TELEPHONE

910 624 - 3222

WORK TELEPHONE

  
SIGNATURE OF OWNER(S)

Wade McDonald  
SIGNATURE OF OWNER(S)

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

112 Natcher Dr Reidsville NC 28378  
ADDRESS OF AGENT, ATTORNEY, APPLICANT

910 624 1554  
HOME TELEPHONE

910 624 1554  
WORK TELEPHONE

annlocklear@aol.com NA  
E-MAIL ADDRESS FAX NUMBER

  
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

## OWNER\_NAME

JONES, TED CURTISS;JONES, GLENDA A  
MORRISON, EDWARD M  
CULIFER, WAYNE A  
TEMPLE BAPTIST CHURCH INC OF FAYETTEVILLE NORTH CAROLINA  
MCDONALD, HUBERT ELLIS JR;MCDONALD, FRANCES BLACK  
WHITCOME, TROY E  
WHITE, ANN MARIE  
JONES, TED CURTISS;JONES, GLENDA ALEXANDER  
WHITE, CARL B III;ANN, MARIE  
MCKOY, LEO  
CAMPBELL, DEBORAH S;JAMES, H DAVIS  
BINGHAM, ROBERT T;BINGHAM, SHELIA T  
THREE-O-ONE TRUCK STOP INC  
MCKOY, LEO WILTON

## ADDRESSES

3358 SANDEROSA RD  
2885 ROSS RD  
3545 REEDY BRANCH RD  
3159 SANDEROSA RD  
3330 CHANTILLY LN  
3535 REEDY BRANCH RD  
2001 CHARDEN RD  
3358 SANDEROSA RD  
PO BOX 153  
3321 SANDEROSA RD  
3364 SANDEROSA RD  
3516 REEDY BRANCH RD  
PO BOX 737  
3321 SANDEROSA RD

## CITYSTATEZIP

FAYETTEVILLE, NC 28312  
LILLINGTON, NC 27546  
EASTOVER, NC 28312  
FAYETTEVILLE, NC 28312  
HOPE MILLS, NC 28348  
EASTOVER, NC 28312  
DAVIDSON, NC 28036  
FAYETTEVILLE, NC 28312  
OAK ISLAND, NC 28465  
FAYETTEVILLE, NC 28312  
FAYETTEVILLE, NC 28312  
EASTOVER, NC 28312  
FAYETTEVILLE, NC 28301  
FAYETTEVILLE, NC 28312

WILSON, STANLEY G;WILSON, WIFE	3333 SANDEROSA RD	FAYETTEVILLE, NC 28312
WATSON, ROBERT M;WATSON, BOBBIE L	3321 ST MARGARETS PL	FAYETTEVILLE, NC 28312
JONES, TED CURTISS;JONES, GLENDA A	3358 SANDEROSA RD	FAYETTEVILLE, NC 28312
MCMILLAN, IDA MAE T;MCMILLAN, IRA	1125 DEEP CREEK RD	FAYETTEVILLE, NC 28312
WHITE, CARL B III	PO BOX 153	OAK ISLAND, NC 28465
MORRISON, EDWARD M	2885 ROSS RD	LILLINGTON, NC 27546
CULIFER, WAYNE A	3545 REEDY BRANCH RD	EASTOVER, NC 28312
SMITH, CINDY LEE	3300 ALICE ST	FAYETTEVILLE, NC 28312
GOMEZ, SYMONE	3312 ALICE ST	FAYETTEVILLE, NC 28312
CULLISON, HAROLD;CULLISON, MARILYN B	2109 LAKE SHANNON DR	FAYETTEVILLE, NC 28312
TEMPLE BAPTIST CHURCH INC OF FAYETTEVILLE NORTH CAROLINA	3159 SANDEROSA RD	FAYETTEVILLE, NC 28312
MCMILLAN, IRA	1125 DEEP CREEK RD	FAYETTEVILLE, NC 28312
OWENS, MICHELLE L;OWENS, BRANDON A	3301 ST MARGARETS PL	FAYETTEVILLE, NC 28306
MCDONALD, HUBERT ELLIS JR;MCDONALD, FRANCES BLACK	3330 CHANTILLY LN	HOPE MILLS, NC 28348
WHITCOME, TROY E	3535 REEDY BRANCH RD	EASTOVER, NC 28312
WILBURN, WES T	3380 SANDEROSA RD	FAYETTEVILLE, NC 28312
PATTERSON, LENON	3359 SANDEROSA RD	FAYETTEVILLE, NC 28312
MCMILLIAN, LORENE R HEIRS	3442 SANDEROSA RD	FAYETTEVILLE, NC 28312
ROZIER, JACQUELINE	422 ALFRED ST 217	FAYETTEVILLE, NC 28301
MCNATT, ROY LEE	PO BOX 1784	FAYETTEVILLE, NC 28302
MCMILLAN, IDA MAE T;MCMILLAN, IRA	1125 DEEP CREEK RD	FAYETTEVILLE, NC 28312
WHITE, ANN MARIE	2001 CHARDEN RD	DAVIDSON, NC 28036
JONES, TED CURTISS;JONES, GLENDA ALEXANDER	3358 SANDEROSA RD	FAYETTEVILLE, NC 28312
PATTERSON, JAMES;PATTERSON, DEBORAH M	1126 LANYARD CT	FAYETTEVILLE, NC 28312
WHITE, CARL B III;ANN, MARIE	PO BOX 153	OAK ISLAND, NC 28465
MCKOY, LEO	3321 SANDEROSA RD	FAYETTEVILLE, NC 28312
MARTIN MANAGEMENT INVESTMENTS L P	PO BOX 7968	ATHENS, GA 30604
CAMPBELL, DEBORAH S;JAMES, H DAVIS	3364 SANDEROSA RD	FAYETTEVILLE, NC 28312
WHITE, ANN MARIE	2001 CHARDEN RD	DAVIDSON, NC 28036
WHITE, CARL B III	PO BOX 153	OAK ISLAND, NC 28465
BINGHAM, ROBERT T;BINGHAM, SHELIA T	3516 REEDY BRANCH RD	EASTOVER, NC 28312
AKINS, VIRGINIA D, JENNIFER E DOZIER;GINGER, L BATTON	3525 REEDY BRANCH RD	EASTOVER, NC 28312
THREE-O-ONE TRUCK STOP INC	PO BOX 737	FAYETTEVILLE, NC 28301
MCKOY, LEO WILTON	3321 SANDEROSA RD	FAYETTEVILLE, NC 28312



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/14/2020**

**SUBJECT: CONSIDERATION OF SHERIFF'S UNIFORMS CONTRACT**

**BACKGROUND**

The attached contract is for the Sheriff's Office to purchase uniforms from American Uniform Sales, Inc., located in Fayetteville. The Board approved the award of bid for this in June 2019. The contract runs from the time it is approved by the Board until June 30, 2022. Significant terms are as follows: The Sheriff is given the authority to renew the contract for one additional three year term on the same terms and conditions. Either party has the right to terminate the contract without cause on 90 days' notice to the other parties. Section 7.7 provides that the Sheriff may agree to a price adjustment each year upon the Contractor providing supporting justification suitable to the Sheriff.

The contract was drafted by the sheriff's counsel with substantial revisions made by the county attorney. Sheriff's counsel has reviewed the revised contract and reported to the county attorney that it was ready to proceed to the Board of Commissioners.

**RECOMMENDATION / PROPOSED ACTION**

County attorney recommends approval of the contract between the County, together with the Sheriff, and American Uniform Sales, Inc., for the purchase of uniforms and equipment for the Sheriff's Office.

**ATTACHMENTS:**

Description	Type
Sheriff's Uniforms Contract	Backup Material
Schedule 1 - Sheriff's Uniforms Contract	Backup Material

THIS CONTRACT, is made and entered into by and between Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina, together with Sheriff Ennis W. Wright, Sheriff of Cumberland County, and American Uniform Sales, Inc., a North Carolina corporation doing business in Cumberland County, North Carolina, hereinafter referred to as "Contractor." The parties acknowledge the following premises for this contract which shall be a basis for the understanding and agreement of the parties and shall guide the performance under and the interpretation of this contract:

**Nature of Contract.**

- a. This contract is a "requirements type" agreement for uniforms, clothing and equipment for the Cumberland County Sheriff's Office. Goods and related services will be ordered on an as-needed basis over the term of this contract.
- b. Standardization and compatibility with the Sheriff's Office current uniforms and equipment and the needed uniforms and equipment are prime and controlling considerations.
- c. The goods, supplies and associated services are those set out as the specifications in any section of this contract. Specific goods and services to be provided must meet specifically those requirements. Particularity is of highest import, together with compatibility with the existing uniform, equipment and services requisites established for the Cumberland County Sheriff's Office.
- d. As a "requirements type" contract for uniforms, clothing and equipment for the Cumberland County Sheriff's Office, quantities specified or referred to in this contract are only the best estimate of the Sheriff's Office's requirements, provided however, the actual quantities ordered may be more or less.
- e. The initial term of this contract shall begin on the date it is approved by the Board of County Commissioners and shall continue through June 30, 2022. The Sheriff may renew this contract on the same terms and conditions as stated herein for an additional term of three (3) years at the expiration of the initial term.
- f. The contract shall be terminable for other reasons, including cause.

**Definitions.** As used in this contract the following terms shall be defined as follows:

- a. *Appropriate:* Requisite, suitable or fitting for a specification, purpose, need, condition or occasion as determined in the reasonable discretion of the Sheriff.
- b. *BOCC:* Board of County Commissioners is the authorizing official empowered to award, cancel or terminate contracts on behalf of Cumberland County.
- c. *CCSO or Sheriff:* Cumberland County Sheriff's Office with offices located at 131 Dick Street, Fayetteville, NC 28301.
- d. *Contractor:* Refers to the party to this contract providing sales and services. This term includes the term "vendor" unless the context otherwise requires.
- e. *County:* Refers to Cumberland County, North Carolina, with offices located at 117 Dick Street, Fifth Floor, Fayetteville, NC 28301.



- f. *Invitation for Bid*: Refers to the Invitation for Bid #19-22-SO Uniforms, Clothing and Equipment for the Cumberland County Sheriff's Office issued June 19, 2019, for the sale of the goods and services which are the subject of this contract.
- g. *LEC*: Cumberland County Law Enforcement Center located at 131 Dick Street, Fayetteville, NC 28301.
- h. *OSCAR*: On-Site Contract Acquisitions Reviewer is one or more employees of the CCSO designated by the Sheriff and authorized to perform certain functions on behalf of the Sheriff; conducts oversight of the contractor's performance; and certifies that services were performed in accordance with the contract. The OSCAR (which may include one or more persons) may also serve as the contract officer and/or technical representative.
- i. "*Professional manner*" is a phrase to be given its ordinary meaning and, in addition, which means that the personnel performing services, duties or obligations under this contract possess and shall have the skill and competence consistent with the prevailing business standards in the industry.

**Objective of Contract.** The objective of this contract is to obtain the highest quality product at the best competitive price for the goods and services sought and specified in the Invitation for Bid for the goods and services covered by this contract. Accordingly, the objective is for the Contractor efficiently to provide the specific items needed by the Office of Sheriff that are consistent and standardized and compatible with the Sheriff's Office's current uniforms and equipment in order to maintain proper suitability, usability, professionalism, and, ultimately, savings to taxpayers for superior rather than inferior products and services. While price is an extraordinarily important factor, standardization and compatibility with the Sheriff's current uniforms, equipment and systems are prime, overriding and controlling considerations. Goods and related services will be ordered on an as-needed basis over the term of this contract to include any renewal term. The contract may be renewed by the Sheriff for such an additional term as stated herein.

**Authority to Enter and Execute Contract.** By the execution of this contract, the parties acknowledge that they agree, are authorized, and willing to enter into this contract to provide these goods and services upon the premises, terms and conditions set forth.

THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, and premised upon the foregoing and upon mutual benefits to be derived hereunder, the parties covenant and agree as follows:

**1 Term.** The initial term of this contract shall begin on the date it is approved by the BOCC and shall continue through June 30, 2022..

**1.1 Renewal.** The Sheriff may renew this contract on the same terms and conditions as stated herein for an additional term of three (3) years at the expiration of the initial term. Such renewal shall be made in a written instrument executed by the parties before March 31, 2022.

**1.2 Termination.** Notwithstanding the provisions of Sections 1 and 1.1 above or any other provision of this contract, either party to this contract, either with or without cause, upon notice being served in writing to the other party not less than 90 days prior to the effective date of such termination, may terminate this contract either with or without announcing the cause for such termination. In the event of such termination, then the obligations of each party under the terms of this contract shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this contract shall not operate as or shall not be interpreted as a termination of this contract.

**2 Requisites and Representations of Contractor, Goods and Services.** Contractor shall offer the scope of the services to be rendered and the services contemplated under the terms of this contract, including, but not limited to, the provision of goods and services at the prices and as contemplated under **Schedule 1** attached to this contract. Further, the Contractor must:

Contract for Sheriff's Office Uniforms and Equipment (September \_\_\_\_, 2020, through June 30, 2022)

- 2.1 be organized and continuously existing for the primary purpose of providing for sale the goods and services contemplated in the Invitation for Bid and this contract;
- 2.2 carry specific liability insurance, which must cover the Contractor and name Cumberland County and the Sheriff as additional insured parties; and
  - 2.2.1 provide insurance as set out in the Invitation for Bid, but at a minimum, general liability insurance coverage of at least one million dollars (\$1,000,000.00) single limits, and
  - 2.2.2 provide coverage for theft and other employee dishonesty, including misuse of intellectual property, and to include insurance against misuse of the Sheriff's badge, images, credentials, and the like in such amount as set out in the Invitation for Bid;
- 2.3 warrant all goods to be sold as fit for the particular purpose intended and that the goods are those sought in the specifications and that they shall be of the nature, type, quality and quantity contemplated;
- 2.4 have a suitable facility within the proximity contemplated and specified in this contract for display, storage, distribution, fitting, alteration, customization and the like for the uniforms, equipment and accessories.
- 2.5 **Contractor Representations and Warranties.** The Contractor represents, warrants and affirms that:
  - 2.5.1 the Contractor (and each person executing this agreement on behalf of the Contractor) has the authority, ability, and financial capacity to enter this contract, to do business within the State of North Carolina, and to perform and to continue perform its obligations under the contract;
  - 2.5.2 the Contractor can and shall fulfill each covenant, warranty, promise, duty, qualification, and condition set out in this contract;
  - 2.5.3 the Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this contract;
  - 2.5.4 entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction;
  - 2.5.5 qualified personnel shall provide services under this contract in a professional manner;
  - 2.5.6 the Contractor has not and it will not enter any agreement with a third party that may abridge any rights of the County or the Sheriff under this contract.
  - 2.5.7 the Contractor has not previously or currently:
    - 2.5.8 had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, nor have any of its officers or directors, or any of its employees or other personnel to provide services on this project, of which the contractor has knowledge;
    - 2.5.9 had any regulatory sanctions levied against the contractor or any of its officers, directors or its professional employees expected to provide services on this project by any state or federal regulatory agencies within the past three years
    - 2.5.10 have or had any tax lien or civil judgments against the Contractor during the three (3) years preceding entry of this contract, and, in the event of the filing of a civil action against the Contractor, or any of its officers or directors, the Contractor shall within three (3) days of being served with any notice of levy or tax lien, complaint or civil summons, give notice to the Sheriff of such action;
- 2.6 that the goods provided under this contract shall be and are those sought in the specifications and are and shall be of the nature, type, quality and quantity contemplated.

2.7 the goods sold under this contract shall be merchantable with respect to goods of that kind and that they are fit for the particular purpose, and expressly and impliedly warrants and makes the warranties provided under the Uniform Commercial Code as enacted in North Carolina;

2.8 in addition, to warranties of merchantability and fitness for particular purpose, the Contractor has title and right to convey the goods and that no such goods are or shall be subject to any lien (including any tax lien of or from another governmental entity), financing statement, or the like, and are, and shall be, subject to sale and delivery free of any claims, demands, hypothecation, security interest or the like of any third person or entity, and the County shall not be obligated independently to pay funds directly to any other taxing authority.

**2.9 Duties of the Contractor.** Without limiting the generality of the foregoing or succeeding provisions of this contract, Contractor agrees to perform and to complete the performance under this contract as provided under the terms of this contract or where not specified in the express terms of this contract, in a commercially reasonable manner. Contractor shall be solely responsible for providing at its own expense all labor, materials, equipment, premises, and facilities necessary and appropriate for performing all services and storage required under this contract. The Sheriff shall not be required to provide any labor, materials, equipment, premises, or facilities necessary for the performance of this contract. The Contractor shall not be held responsible for failure to perform duties under this contract if such failure is due to strikes, riots, rebellions, or circumstances beyond Contractor's control, that make performance substantially impracticable, impossible or illegal. Further, the terms, conditions, and covenants of this contract contemplate that the Contractor shall be able to and shall efficiently, effectively and properly fulfill the following:

**2.9.1 Scope of Work:** The goods, supplies and associated services sought are those described in this contract, including its Schedules, as well as other specific products and services required from time-to-time, and particularly, but without limiting the foregoing, those set out in the product identification and specifications sections of the Invitation for Bid and this contract. Specific goods and services to be provided must meet specifically those requirements. Standardization is of highest import, together with compatibility with the existing uniform, equipment and services requisites established for the Cumberland County Sheriff's Office. Reference to the specifications' sections of this contract more specifically describe the scope of work.

2.9.1.1 The Contractor shall provide and pay for all labor, materials, parts, equipment, delivery, employee payroll benefits, and other supplies and services necessary for and reasonably incidental to furnishing the goods, products or services specified in the Invitation for Bid and this contract , or its own employees, operations, and the like, required in order to perform under the contract.

2.9.1.2 The Contractor shall have and maintain an active and sufficient facility located in Cumberland County, North Carolina, within ten (10) miles of the Cumberland County Law Enforcement Center located at 131 Dick St., Fayetteville, N.C., open during normal working hours of at least 8:00 AM until 5:00 PM for the fitting and delivery of uniforms, services and equipment.

2.9.1.3 The Contractor must be able to effect delivery of stock uniforms within 24 hours of the placement of the order for the uniform.

2.9.1.4 The Contractor shall be responsible for taking all measurements and warrants and guarantees proper fitting for all personnel.

2.9.1.5 The Contractor must use the symbols, images, or logo emblems, which images will be furnished and which must be attached, embedded, and processed by the Contractor at the Contractor's expense. The Contractor may not and shall not otherwise use, distribute, copy or affix the symbols, images, or logo emblems furnished to it for any other purpose.

2.9.1.6 The Contractor shall provide both customized and stock uniforms (as referenced in the specifications with respect to this contract) for all uniformed personnel within the agency, including, deputy sheriffs, detention officers, traffic control (school crossing) officers and uniformed personnel who are civilians.

2.9.2 Fittings and delivery (issuance) of uniforms and equipment within the scope and contemplation of the Invitation for Bid and this contract shall occur within the premises of the Contractor (with private fitting or dressing rooms being required).

2.9.2.1 The Contractor shall maintain storage of an adequate amount or number of complete, full, individual uniforms.

2.9.2.2 Alterations that are required shall be completed within seven (7) days and made available to the appropriate individual.

2.9.2.3 Timely delivery of all uniforms and equipment shall be made as determined in the discretion of the Sheriff, time being of the essence in performance under this contract.

2.10 **Product Identification | Brand Specificity.** Manufacturer names and product descriptions contemplated under this contract are product specific. The items supplied by the Contractor shall be the manufacturer and type specified, in order to provide for standardization, compatibility and continuity of support. Failure to comply with this requirement shall be a basis to terminate this agreement for cause.

2.11 **Product Specifications.** The term "specification" refers to a description of the characteristics of the goods and services. The specifications shall be deemed to include the premises, purposes and objectives of this contract and the general needs and requirements of the uniforms and attendant services to be provided. Yet, these specifications set forth the characteristics of the goods and services to be purchased so as to enable the Contractor to determine and understand that which is to be supplied. The information set forth in this contract, including any Schedule, is in the form of a description of the physical, functional, or performance characteristics, a reference brand name or both. It also includes the description and basis for inspecting, testing, or preparing a material, equipment, supplies, or service for delivery.

2.11.1 Specific brands are set out in the **Schedule 1**. Those brands are to be offered and must be used by the Contractor according to the specifications. The Contractor may not submit comparable brands unless the particular item is no longer manufactured or commercially available. In any event, brands must be determined to be equal to, or better than, those expressly stated in the specifications shown in **Schedule 1**.

2.11.2 Regardless of the brand bid, certain colors are absolutely required for compatibility and standardization and must otherwise meet the specifications. In particular, the Contractor must provide items with the colors required by the Sheriff's Office, in particular, but without limiting the foregoing, the bid must include the color, "Cumberland Red" or its indubitable equivalent. Any goods deviating from this requirement shall be deemed to be non-compliant or non-conforming goods.

2.11.3 Uniforms (and the components) must fit the individual member and to the Sheriff's Office's reasonable satisfaction, and the Contractor shall supply the goods and services requisite to this and each of the other terms.

2.11.4 **Protocol and Schedule for Services.** The Contractor shall follow the schedule and protocol established from time-to-time by the Office of the Sheriff. The Contractor and the Sheriff's designee shall develop protocols for the performance of this contract and schedules related to its performance after this contract becomes binding on the parties hereto, and such protocol to be attached to this contract.

2.11.5 **Proper Environment, Inventory and Premises.** The Contractor shall maintain a safe, secure, and proper environment for the performance of the obligations under this contract, including, but not limited to, a fully insured facility, stock, equipment, and premises, and enable the display of adequate inventory, the taking of measurements, the proper fittings, and sales contemplated under this contract to occur at Contractor's premises, and otherwise place Contractor in a position and with the capacity to perform under this contract.

2.11.6 The Contractor shall comply with all pertinent rules, regulations of the commissions, or governmental and non-governmental commissions or agencies whose standards the Sheriff is obligated to meet or the Sheriff has adopted or to which the Office of Sheriff adheres, particularly those of CALEA.

3 **Performance and Duties of the Office of Sheriff.** The Cumberland County Sheriff's Office shall observe the terms of the contract and fulfill its obligations under this contract. The Sheriff's Office shall monitor and assist with regard to the subject

Contract for Sheriff's Office Uniforms and Equipment (September \_\_\_\_, 2020, through June 30, 2022)

matter of this contract and the substantive and procedural aspects of performance under this contract to assure compliance by the Contractor. If the Sheriff or his designee shall discover non-compliance, it shall be the obligation of the Sheriff to give notice to Contractor and to seek remediation and to make report thereof to the appropriate agency or authority.

**4 Premises - Sales, Display and Storage Facilities.** Without limiting the applicability of the foregoing, Contractor is and shall be responsible for the safe and secure storage of all property to be sold or delivered under this contract. As contemplated:

4.1 The Contractor shall maintain a secure retail and storage facility where goods shall be stored.

4.2 The Contractor shall maintain a safe and secure indoor storage facility of adequate size to store movable personal property, including clothing and store equipment.

4.3 The Contractor shall maintain a safe and secure, private fitting area for measurements, trying-on and marking for alteration the clothing, shoes, and equipment or other services and attendant sales of suitable size, location and amenities sufficient for the purposes of the Sheriff and the convenience of the persons involved in such activities or transactions, including, but not limited to, measurements and fittings.

4.4 The Contractor shall maintain safe, sanitary and secure restroom facilities and the like, including proper washing, refreshment or similar facilities, adequately equipped, maintained, and sufficient for the purposes of the Sheriff and the convenience of the persons involved in such transactions.

**5 Quality and Proper Performance.** The goods and services to be provided under this contract shall be of proper quality and performed in a professional manner. Each phase of the services rendered under the contract is subject to inspection both during the contractor's operations and after completion of the tasks. In the event of the discovery of unsatisfactory performance or conditions or in the event that the Contractor is advised of any unsatisfactory performance or conditions, the Contractor shall timely respond to the CCSO Contract Monitor, who shall be, unless the Contractor is otherwise informed by the Sheriff or the designee of the Sheriff, the CCSO Supply Officer, timely addressing corrective and preventive actions taken.

5.1 Quality Control Program. The Contractor shall be responsible for Quality Control which ensures all requirements of the contract. They must meet the following vital functions specified in the terms and conditions to gain acceptable contract performance:

5.1.1 Quality performance and quality control is the responsibility of the Contractor. The Contractor shall establish and maintain a complete Quality Control Program (QCP) acceptable to the CCSO to assure the requirements of the contract are provided as specified. This system shall:

5.1.1.1 Be implemented on the contract effective date.

5.1.1.2 Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

5.1.2 Contract Monitoring. An On-Site Contract Acquisitions Reviewer (OSCAR) designated by the Sheriff together with the CCSO Finance and Accounting Officer is to act as contract monitor and primarily the individual who or the team or committee which certifies services were accomplished in accordance with the Invitation for Bid and this contract.

5.1.2.1 Designated individuals from CCSO and the Contractor are responsible for the technical direction of the performance of all work under this contract. The term "technical direction" is defined to include, without limitation, the following:

5.1.2.1.1 Directions to the Contractor, which re-directs the contract effort, emphasis upon or among areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise serve to accomplish the contractual scope of work in a satisfactory manner.

5.1.2.1.2 The contract monitor may supply information to the Contractor, which assists in the interpretation of technical portions of the contract. Questions, or concerns, regarding invoicing must be directed to the CCSO Finance and Accounting Officer with a copy to the monitor.

5.13 Written Notice of Concern. The Sheriff or designee of the Sheriff or the OSCAR or Contract Monitor may issue a written notice of concern, bringing to the Contractor's attention, a matter deemed to be a serious issue, condition or concern, to which the contractor must respond with alacrity.

5.1.3.1 The Contractor may receive written Notice of Concern (NOC) when a contract deficiency or non-performance action is noted.

5.1.3.2 The Contractor must make a written response to the NOC outlining its consideration, discussion and plan and any concluded remedy.

5.1.3.3 The Contractor will be given an opportunity to remedy the deficiency; however; if the work cannot be repeated, the Sheriff may reduce Contractor's invoice and consequent payment by the degree of service not provided as specified in this contract.

5.1.3.4 The parties agree the Contractor shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the OSCAR or other designee shall not be a prerequisite for reducing payment or assessing damages for non-conforming goods or a service or services not satisfactorily performed.

5.1.4 Failure to Provide Proper Quality Control. The failure to provide proper quality control shall be a material breach of this contract.

5.1.5 Failure by the Contractor to maintain adequate quality control may result in termination for default.

5.1.6 This contract monitoring is based on the premise that the Contractor, and not CCSO, is responsible for management and quality control actions to meet the terms of the contract.

**6 Insurance Requirements.** Contractor shall at its sole cost and expense obtain insurance as contemplated under this contract and as follows and shall provide a Certificate of Insurance indicating that the Contractor has in force the coverage described below prior to the start of any work under this Agreement and agrees to maintain such insurance until this Agreement is terminated. A 30-day notice of cancellation or non-renewal shall be given by the Contractor's insurance carriers. All required insurance must be obtained from insurers authorized to do business in the State of North Carolina and acceptable to the Sheriff. The minimum insurance coverage shall be:

**6.1 Commercial General Liability:** The Contractor shall maintain an occurrence version of a commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

6.1.1 Include Cumberland County, its elected officials, including, but not limited to the Sheriff, as well as the officers and employees as additional insureds with respect to performance under the contract or any harm, injury or damage to another person caused by and arising from any non-performance, failure of goods, or non-performance.

6.1.2 The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.

**6.2 Business Automobile Liability Insurance:** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

**6.3 Workers Compensation and Employers Liability Insurance:** The Contractor shall maintain workers compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than \$100,000 each accident.



**6.4 Blanket Employee Dishonesty Coverage or Bond:** The Contractor shall maintain a bond to protect against dishonest acts committed by its employees. The minimum limit of this bond shall be \$500,000 applicable to all loss caused by or involving one or more employees, whether the result of a single act or a series of acts, and Cumberland County shall be added to the bond as an obligee.

**6.5 Theft, Disappearance, and Destruction Crime Insurance:** The Contractor shall maintain coverage applicable to loss or damage to uniforms, uniform components, badges, insignia, implements, and equipment within any cart, cabinet, bin, box, vault, collection point, conveyor or other device or apparatus or the like, while inside or outside the Contractor's premises, and in the Contractor's possession, care, custody, or control, but having been requested or ordered by the Sheriff. The minimum limit of this policy shall be \$500,000 inside the premises and \$50,000 outside the premises. The County shall be included as an additional insured/loss payee.

**7 Pricing.** The pricing under this contract shall be as shown on **Schedule 1** and shall constitute the total cost to Sheriff for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. The Contractor shall not invoice the CCSO for any amounts not specifically allowed for in this contract.

7.1 Invoices shall be premised upon:

7.1.1 references to the prices shown in **Schedule 1** of this contract;

7.1.2 all unit prices shall remain firm and fixed for the full term of the contract, including renewals, unless modified pursuant to the price adjustment clause; (Refer to the paragraph entitled "Price Adjustment.")

7.1.3 delivery costs, if any, shall be included in all bid pricing and no additional delivery costs shall be permitted, charged or accepted;

7.1.4 pricing in the invoice shall include all costs associated with the sale of the goods and the delivery and acceptability of the goods and services; provided that any costs for manufacturing, hemming, embroidery or attachment of emblems, logos, badges, name tapes, screen prints, chevrons, insignia, or the like, must be included in the item price in the invoice, but stated, if requested by the CCSO; and further provided that original hemming must be included in the bid price at no additional expense to the CCSO.

7.1.5 oversize charges are not permissible (No oversize charges will be charged or will be acceptable or apply to any items listed as a stock size by a manufacturer's catalog or price list.)

7.1.6 CCSO will issue a requisition to each employee authorizing the purchase of uniforms from Contractor, and only items listed on the requisition may be issued to the employee and invoiced. No substitutions or additions are allowed.

7.1.6.1 If the employee wishes to purchase additional items not listed on the requisition, the Contractor should collect payment from the employee for any items purchased that are not listed on the requisition.

7.1.6.2 There shall not be billing or invoicing for any items not listed on the requisition.

7.1.7 The Contractor shall submit to the CCSO Supply Officer a copy of each invoice upon issuing of uniform items.

7.1.8 Any applicable taxes shall be invoiced as a separate item

7.1.9 On or before the 5th day of each month, the Contractor will submit a statement of all purchases, including applicable taxation, for the previous month to CCSO Accounts Payable.

7.1.10 Statements and supporting invoices must be submitted to the following address:

Cumberland County Sheriff's Office

Attention: Budget Office  
131 Dick Street, Suite 110 Fayetteville, NC 28301

7.2 The Contractor shall provide for both stock and customized uniforms or uniform components as a part of the uniform and shall specify the price per item separately.

7.3 The Office of Sheriff will be charged, and the Contractor shall accept, the unit price stipulated in the specifications and proposal documents as full compensation for furnishing and delivering the products and services contemplated. These unit prices shall include or "cover" the costs of all goods, tools, labor, transportation, materials, as well as all royalties or wholly owned items, patents, patented articles, materials, appliances, processes, compositions, combinations, means, and things employed or used in connection with the solicitation and the resulting contract.

7.4 Any item requiring special cutting of a non-stock size will be priced at the bid price for the nearest stock size plus a maximum of 30% above the bid price for the nearest match stock item.

7.5 All required alterations shall be done on the premises and at the contractor's expense.

7.6 An open purchase order may be issued by the County Finance Office for one fiscal year for orders placed during that fiscal year and the Sheriff's office will place orders from time to time as requirements mandate or are developed, Open purchase orders may be issued for each succeeding fiscal year during the term of the contract, and any renewals, so long as funding shall remain available.

7.7 **Price Adjustment.** As stated above, all prices of the Contractor shall remain firm and fixed for the full term of the contract, including renewals, unless modified pursuant to the terms for price adjustment.

7.7.1 Price adjustment requests under the contract, if submitted by the Contractor, must be received, not more than 90 days nor less than 60 days prior to the end of the first year of the contract as well as any year in a contract renewal term.

7.7.1.1 The Sheriff's designee may accept or reject any price adjustment requests, either in whole or in part. The acceptance or rejection shall be in writing and provided to the Contractor prior to the proposed effective date of any price adjustment.

7.7.1.2 If the Sheriff's designee rejects the Contractor's price adjustment request, the Contractor may first appeal to the designee of the Sheriff, and, if unsuccessful, either continue the contract under the existing pricing or request that the contract be terminated and rebid, but shall not, of its own volition or act, terminate or discontinue providing the service until such termination shall be approved in writing.

7.7.2 Pricing for the first contract year shall remain firm and shall not be subject to price adjustment.

7.7.3 During the second contract year and each subsequent year following, the Contractor may request a price adjustment, provided that the Contractor submits sufficient documentation to support the Contractor's request for price adjustment, subject to paragraph 7.7.1.1 of this contract.

7.7.4 The Contractor shall provide its new price list, together with other supporting justification, ordinarily contemplated as being one or more governmentally accepted published indices to support the price adjustment, subject to paragraph of 7.7.1.1 of this agreement.

8 **Payment.** Subject to the terms for pricing and the County's policy regarding invoicing and billing and the other relevant terms and conditions of this contract:

8.1 The Contractor shall submit to the CCSO Supply Officer a copy of each invoice upon issuing of uniform and equipment items during each calendar month of the fiscal year

Contract for Sheriff's Office Uniforms and Equipment (September \_\_\_\_\_, 2020, through June 30, 2022)

8.2 On or before the 5th day of each month, the Contractor will submit a statement of all purchases for the previous month to the Cumberland County Sheriff's Office, Budget Office (CCSO Accounts Payable), 131 Dick Street, Suite 110, Fayetteville, N.C. 28301.

8.3 CCSO will reconcile the invoices to the statement and cause the County to issue payment within 30 days of receipt of the monthly statement and invoice.

8.4 Accordingly, the Contractor will be paid net thirty (30) calendar days after the Contractor's invoice is approved by the County.

9 **Availability of Funds.** Any and all payments to Contractor shall be dependent upon and subject to the availability of funds to the Sheriff for the purpose set forth in this contract.

10 **Maximum Annual Payments.** Each fiscal year, the payments to the Contractor shall not exceed the amount budgeted to the Sheriff for uniforms. Accordingly, upon the BOCC's adoption of the County budget, the Sheriff shall notify the Contractor of the maximum expenditure under the annual final budget for uniforms. That notification is and shall be deemed to be incorporated and adopted into this contract and shall constitute the maximum expenditure amount for each fiscal year of the duration of the contract, including any renewals. For the fiscal year extending from July 1, 2020 to June 30, 2022, the maximum expenditure amount under this contract and otherwise shall be Two Hundred Seventy Five Thousand Dollars (\$275,000.00). Each such annual amount may vary, but as provided shall hereafter be deemed to be a part of this contract upon notice as contemplated, and each annual amount shall, at the Sheriff's option be subject to budget revisions by the County for any amount above the budgeted amount.

11 **No Liability, No Requirement of Indemnity by County.** The County and the Sheriff shall not be responsible for any injury to Contractor in any manner connected with or arising from this contract, including, but not limited to, the Contractor's employees, or to third parties caused by the actions, activities, transactions or occurrences in the performance or attempted performance under this contract, and particularly including, but not limited to, the Contractor's agents, servants or employees.

12 **Hold Harmless Agreement.** The Contractor does hereby waive, release any and all claims, demands, actions, right of contribution or the like, that the Contractor may have or which may hereafter or thereafter arise against the County or the Sheriff and the appointees or employees thereof, and agrees to protect, defend and indemnify, and hold the County of Cumberland and its Commissioners, Officers, Officials, Sheriff and employees or agents, free and harmless from and against all claims, demands, actions, causes of action, damages, charges, loss, penalties, settlements, liabilities and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of the Contractor or its employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this contract and agrees to advance such costs, expenses or the like as may be deemed by the County through its Commissioners, Officers, Employees, Officials, Sheriff and agents (including attorneys) to be necessary or appropriate from time-to-time to defend or indemnify the County and its commissioners, officers, employees, officials, sheriff and agents with regard to such matters.

13 **General Indemnity.** In addition to all of the foregoing, the Contractor shall hold and save the County, its officials officers, agents, sheriff and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days after the County acquires knowledge of such claims, and shall fully indemnify the County, its officials, sheriff, officers, agents, and employees with respect to any such claims, demands, actions, causes of action, damages, incidental expenses or direct or collateral costs of any kind, nature or extent. The Contractor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of goods or services to the Sheriff. The terms of this general indemnity shall survive the termination or expiration of this contract.

14 **Remedies.** The Contractor shall be fully responsible and liable to the County and the Sheriff for the acts and omissions of its subcontractors and persons employed by it, as it is for persons directly employed by Contractor. If either party shall materially breach any performance hereunder, the same shall be a default of this contract.. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, as may be provided by the General Statutes of North Carolina. except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or

Contract for Sheriff's Office Uniforms and Equipment (September \_\_\_\_\_, 2020, through June 30, 2022)

permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing hereunder, at law or in equity, and may be enforced concurrently or from time-to-time.

15 **Compliance with Law, Regulations, Policies, Standards, and Directives.** The Contractor agrees that its performance of this contract shall comply with all applicable laws, rules, ordinances, executive orders or other requirements of any government or subdivision of government which may govern performance of this contract, including The Fair Labor Standards Act, and the Equal Employment Opportunity Act. The Contractor shall comply with, and ensure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, parties to this agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this contract including, but not limited to, the provisions of Chapters 1, 1A, 14, 15A, 122C, 153A, and 162 of the North Carolina General Statutes, equal employment laws, and other applicable law, all applicable State and Federal laws and regulations, as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, and related provisions of law, as well as the policies, and directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its CJIS policies and directives, and shall cause to be executed any contracts, further assurances, and the like, requisite to compliance with the same.

16 **ADA Compliance/Non-Discrimination/Anti-Retaliation.** Without limiting the generality of the foregoing, the Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this contract.

17 **Iran Divestment Act.** As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the State of North Carolina or any political subdivision of the State. In addition to all other warranties and representations in this Agreement, the contractor represents that it is not ineligible to contract as a result of the Iran Divestment Act. Contractor certifies that it is in compliance with this Iran Divestment Act.

18 **E-verify Compliance.** The contractor shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the Contractor, as an employer, shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, Contractor shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the CCSO. The failure of the Contractor to comply with this section of this contract, or with the requirements of Article 2 of Chapter 64 of the General Statutes, is and shall be a material breach of this contract, and shall subject the Contractor to the payment of damages or to specific performance or other injunctive relief as well as the recovery of damages, costs, and counsel fees.

19 **Modification.** This Agreement may be modified, amended or altered only in writing executed by all the parties.

20 **No Assignment.** Neither the obligations nor the rights of the Contractor under this contract may be assigned by the Contractor without the express written consent of the Sheriff, whose consent shall not be unreasonably withheld.

21 **Agency and Authority.** The parties represent that they have the authority to enter this contract. The Sheriff designates the Civil Office Lieutenant as the exclusive agent and contracting officer on all matters pertaining to this Agreement. The Contractor agrees that all of its dealings in respect to this contract shall be exclusively with the Sheriff's designee. Further, Contractor agrees that no modification of this contract shall be made except by an instrument duly executed by all the parties or their successors in interest.

22 **Severability.** Should any term, duty, obligation or provision of this contract be found invalid or unenforceable, such finding shall in no way affect the validity of other terms, duties, obligations, provisions, which shall remain valid and enforceable and in full force and effect.

23 **Applicable Law - Situs.** This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflicts of law provisions thereof. The parties mutually agree that the courts of the

Contract for Sheriff's Office Uniforms and Equipment (September \_\_\_\_\_, 2020, through June 30, 2022)

State of North Carolina shall have exclusive jurisdiction of any claims arising under the terms of this contract and that Cumberland County, North Carolina, shall be the exclusive venue for such action, and, therefore, the situs for any interpretation of this contract, its effect or remedies, shall be the Superior Court, Cumberland County, North Carolina and no other place or forum.

24 **Other and Further Assurances.** In order to give effect to the purposes and terms of this contract, the parties agree to promulgate and execute such other documents or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this contract, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

25 **Binding Effect.** This contract and any documents referenced within it shall supersede all prior agreements with respect to the terms and conditions of this contract and shall be enforceable and have binding effect unless and until terminated in accord with the provisions of this contract.

26 **Entire Contract.** This contract shall constitute the full and complete contract, and no agreements, representations or the like, not contained within the contract shall be enforceable in any manner

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each.

Cumberland County

American Uniform Sales, Inc.

By: \_\_\_\_\_  
W. Marshall Faircloth, Chair  
Board of Commissioners

By: \_\_\_\_\_  
Officer

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Sheriff Ennis W. Wright

By: \_\_\_\_\_  
Ennis W. Wright  
Sheriff of Cumberland County

Date: \_\_\_\_\_

\_\_\_\_\_  
This instrument has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.  
By:

\_\_\_\_\_  
Approved for legal sufficiency

By:

\_\_\_\_\_  
County Finance Officer  
Dated: \_\_\_\_\_

\_\_\_\_\_  
County Attorney' Office  
Dated: \_\_\_\_\_

## Schedule 1

### Cumberland County Sheriff's Office

### Item Specifications

*The specifications for these items in this bid process are those elements and components for uniforms and the various divisions and sections of the Cumberland County Sheriff's Office. The description set out below establishes the specific nature, type and usage of the uniform elements and components and those uniform items with respect to which standardization and compatibility are required.*

Item	Manufacturer	Brand	Style #	Color	Year 1	Year 2	Year 3
<b>Male Deputies</b>							
Trousers	Fechheimer	Fechheimer	6464E	Charcoal Grey	\$73.99/each	\$76.21/each	\$78.50/each
Shirts	Flying Cross	Flying Cross	8567Z L/S	Grey	\$51.99/each	\$53.55 each	\$55.16/each
Shirts	Flying Cross	Flying Cross	8667Z S/S	Grey	\$51.49 each	\$51.49/each	\$53.03/each
Duty Belt with Silver Buckle	Dutyman	Dutyman	4031U	Black	\$54.99/each	\$56.64/each	\$58.34/each
TDU Trousers	5.11	5.11	74280	Black	\$41.99/each	\$43.25/each	\$44.55/each
TacLite Pro Pant	5.11	5.11	74273	Black	\$41.99/each	\$43.25/each	\$44.55/each
Flex-Tac Stryke Pant	5.11	5.11	74369	Black	\$52.99/each	\$54.58/each	\$56.22/each
<b>Lieutenants &amp; Up</b>							
Stryke Trousers	5.11	5.11	74369	Black	\$52.99/each	\$54.58/each	\$56.22/each
Blauer Super Shirts	Blauer	Blauer	8436 L/S	Black	\$78.99/each	\$81.36/each	\$83.80/each
Blauer Super Shirts	Blauer	Blauer	8446 S/S	Black	\$75.99/each	\$78.27/each	\$80.62/each
Dutyman Belt	Dutyman	Dutyman	4031	Black	\$54.99/each	\$56.64/each	\$58.34/each
Straw Hat	Stratton	Stratton	S-40DB	Black	\$66.99/each	\$68.99/each	\$71.07/each
Response Jacket	5.11	5.11	48016	Black	\$54.99/each	\$56.64/each	\$58.34/each
<b>Female Deputies</b>							
Trousers	Fechheimer	Fechheimer	F64641E	Charcoal Grey	\$73.99/each	\$76.21/each	\$78.50/each
Shirts	Flying Cross	Flying Cross	L8567Z	Grey	\$51.99/each	\$53.35/each	\$55.16/each
Shirts	Flying Cross	Flying Cross	L8667Z	Grey	\$49.99/each	\$51.49/each	\$53.03/each
TDU Pant	5.11	5.11	64359	Black	\$41.99/each	\$43.25/each	\$44.55/each
TacLite Pro Pant	5.11	5.11	64360	Black	\$41.99/each	\$43.25/each	\$44.55/each
<b>Miscellaneous</b>							
Performance Polo Shirts	Blauer	Blauer	81441/S w/ screenprint	Grey/Black	\$48.99/each	\$50.46/each	\$51.97/each
Performance Polo Shirts	Blauer	Blauer	8134 S/S w/ screenprint	Grey/Black	\$46.99/each	\$48.40/each	\$49.85/each
Performance Polo Shirts	5.11	5.11	71049 S/S	Black	\$48.99/each	\$50.46/each	\$51.97/each



Item	Manufacturer	Brand	Style #	Color	Year 1	Year 2	Year 3
Performance Polo Shirts	5.11	5.11	72049 L/S	Black	\$46.99/each	\$48.40/each	\$49.85/each
UFX Knit Tactical Polo Shirt	Elbeco	Elbeco	K5131 S/S	Black	\$48.99/each	\$50.46/each	\$51.97/each
UFX Knit Polo Shirt	Elbeco	Elbeco	K5141 L/S	Black	\$50.99/each	\$52.52/each	\$54.10/each
Wet Weather Rain Jacket	Neese	Neese	523AJ	Black	\$59.99/each	\$61.79/each	\$63.64/each
Wet Weather Rain Pants	Neese	Neese	523PT	Black	\$45.99/each	\$47.37/each	\$48.79/each
CCSO Collar Pins	Blackington	Blackington	15	Silver	\$18.99/each	\$19.56/each	\$20.15/each
Baseball Cap	Pacific Headwear	Pacific Headwear	302C	Black	\$15.99/each	\$16.47/each	\$16.96/each
Clip-on Tie	Samuel Broome	Samuel Broome	90010	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
Clip-on Tie	Samuel Broome	Samuel Broome	90043	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
Clip-on Tie	Samuel Broome	Samuel Broome	90063	Maroon # 69	\$6.99/each	\$7.20/each	\$7.42/each
ANSI Reversible Wind proof Jacket	Spiewak	Spiewak	S315V	Black/Hi-Visibility Yellow	\$168.99/each	\$174.06/each	\$179.28/each
<b>Detention Center</b>							
Tacite TDU Pants	5.11	5.11	74280	Storm Grey or Black	\$41.99/each	\$43.25/each	\$44.55/each
Tacite TDU Short Sleeve Shirt	5.11	5.11	71339	Storm Grey or Black	\$49.99/each	\$51.49/each	\$53.03/each
Response Jacket	5.11	5.11	48016	Storm Grey or Black	\$64.99/each	\$66.94/each	\$68.95/each
Baseball Cap	Pacific Headwear	Pacific Headwear	302C	Black	\$15.99/each	\$16.47/each	\$16.96/each
Duty Belt	5.11	5.11	59505	Black	\$42.99/each	\$44.28/each	\$45.61/each
<b>School Traffic Control Officers</b>							
Trousers	Fechheimer	Fechheimer	TR070	Navy	\$42.99/each	\$44.28/each	\$45.61/each
Shirts	Flying Cross	Flying Cross	35W5400 L/S	White	\$35.99/each	\$37.07/each	\$38.18/each
Shirts	Flying Cross	Flying Cross	85R5400 S/S	White	\$32.99/each	\$33.98/each	\$34.99/each
Duty Jacket	Blauer	Blauer	6120	Black	\$129.99/each	\$133.89/each	\$137.91/each
Ladies Trousers	Fechheimer	Fechheimer	TR070W	Navy	\$42.99/each	\$44.28/each	\$45.61/each
Ladies Skirt	Fechheimer	Fechheimer	38033	Navy Blue	\$39.99/each	\$41.19/each	\$42.43/each
Ladies Shirt	Fechheimer	Flying Cross	126R5400 L/S	White	\$35.99/each	\$37.07/each	\$38.18/each
Ladies Shirt	Fechheimer	Flying Cross	176E45400 S/S	White	\$32.99/each	\$33.98/each	\$34.99/each
Reversible Jacket	Neese	Neese	447RJH	Black/Org	\$53.99/each	\$55.61/each	\$57.28/each



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY MANAGER AND COUNTY ATTORNEY**

**DATE: 9/18/2020**

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2021 CONTRACTS FOR  
WORKFORCE DEVELOPMENT SERVICES**

**BACKGROUND**

By federal and State law, county workforce development programs must be contracted through a third-party provider of program services and a one-stop operator to coordinate the workforce development services provided by the county and the state at the NCWORKS Career Center. RFPs were issued for these services in February 2020. Two Hawk Workforce Services, LLC, a North Carolina limited liability company headquartered in Lumberton, was selected by the Workforce Development Board to be the provider of both program delivery and one stop operator services. The county attorney made significant revisions to the contracts to enhance the means by which county staff can monitor the activities of the contractor for compliance with the contract requirements. Each of these contracts commences October 1, 2020, for a term ending June 30, 2020, with an option for two one-year extensions. These services have been provided by the same vendor since July 1, 2020, though an interim agreement. These contracts contain a provision that will allow the County to assign its responsibilities under the contract to a third party such as a Council of Governments. Copies of each contract and schedules of the statement of work and budget are attached. There are additional attachments to the contracts that are the forms to be used for invoicing and reporting, and the RFPs for each. Those are not attached.

**RECOMMENDATION / PROPOSED ACTION**

County manager and county attorney recommend approval of the program services delivery and one-stop operator services contracts with Two Hawk Workforce Services, LLC.

**ATTACHMENTS:**

Description

Type

CONTRACT FOR PROGRAM SERVICES

A - SOW for Program Services

B - BUDGET for Program Services

CONTRACT FOR ONE STOP SERVICES

A - SOW for One Stop Services

B - BUDGET for One Stop Services

Backup Material

Backup Material

Backup Material

Backup Material

Backup Material

Backup Material

PY 2020/FY 2021 CONTRACT FOR SERVICES FOR  
ADULT, DISLOCATED WORKER, AND YOUTH PROGRAM SERVICES UNDER  
TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

*Approved by the Board of Commissioners September 21, 2020*

THIS CONTRACT is entered into by and between the COUNTY of Cumberland, a body corporate and politic and a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY") and Two Hawk Workforce Services, LLC, a limited liability company organized under the laws of North Carolina with a principal office at 118 W. 5<sup>th</sup> Street, Lumberton, NC 28358-5539 (hereinafter referred to as "CONTRACTOR").

WITNESSETH THAT:

WHEREAS, COUNTY desires to engage CONTRACTOR to render services in connection with activities to be operated and funded under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128 (hereinafter referred to as the "Act" or "WIOA"); the Employment and Training Administration of the United States Department of Labor, 20 CFR, Parts 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; the Office of Career, Technical and Adult Education and the Rehabilitation Services Administration of the United States Department of Education, 34 CFR Parts 361 and 463; and the Jobs for Veterans Act, Public Law 107-288 at 38 USC § 4215; and

WHEREAS, WIOA funds are anticipated to be made available to the COUNTY and its Workforce Development Board (hereinafter referred to as the "WDB") from the Division of Workforce Solutions of the North Carolina Department of Commerce (hereinafter referred to as the "State") contingent upon receipt of funds from the United States Department of Labor (herein after referred to as "USDOL") and/or the State; and

WHEREAS, CONTRACTOR desires to render services under the Act.

NOW THEREFORE, the parties hereto agree as follows:

1. Employment of CONTRACTOR

COUNTY hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services

CONTRACTOR shall diligently perform and carry out in a satisfactory and proper manner the work and services described in **Attachment A**, Statement of Work; any additional work or services described in the RFP of the Cumberland County Workforce Development Board for Workforce Innovation and Opportunity Act Adult, Dislocated Workers, and Young Adult Program Services PY 2020/FY 2021 with the Due Date of Proposals being Monday, February 17, 2020 ("the RFP") attached hereto and incorporated herein; and any additional work or services proposed by CONTRACTOR in the Proposal of Two Hawk Workforce Services, LLC, for Adult, Dislocated Workers, and Young Adult Program Services PY 2020 dated February 14, 2020 ("the Proposal") attached hereto and incorporated herein.

3. Time of Performance

The services of CONTRACTOR under this Contract shall commence on October 1, 2020, provided that the Contract Budget for this Contract shall be reduced by any funds that are reimbursed to the CONTRACTOR for the services

rendered by CONTRACTOR under the interim agreement between the parties dated June 30, 2020. CONTRACTOR shall provide such services in such manner and sequence as to ensure their expeditious completion and as may be required in **Attachment A**, Statement of Work. Services provided by CONTRACTOR under the interim agreement executed by the parties June 30, 2020, shall be subject to the terms of this Contract to the same extent as if those services were performed under this Contract. All services required hereunder shall be completed on or before the end of the Contract period, June 30, 2021. For the purposes of the statute of limitations, and in recognition of the fact that closeout procedures, audit, audit resolution, and collection of disallowed costs will occur after the Contract period, this Contract shall not be considered completed until final action on any disallowed costs by the United States Department of Labor and/or the State has been taken and the time for appeal of disallowed costs has expired. Contract

#### 4. Compensation and Method of Payment

- a. In the case of activities covered by cost reimbursement provisions, CONTRACTOR shall be compensated for the work and services to be performed under this Contract by monthly reimbursements based on allowable expenditures that are actually made, unless otherwise specifically agreed to the contrary in writing. For any activities covered by fixed unit price/performance-based provisions, CONTRACTOR shall be compensated based upon the timely delivery of services included in **Attachment A**, Statement of Work. In no event, will the total compensation and reimbursement, if any, to be paid CONTRACTOR under this Contract, and the interim agreement between the parties dated June 30, 2020, and covering the period from July 1, 2020 to June 30, 2021, exceed the total sum of Two Million, Two Hundred Thousand Dollars (\$2,200,000) and further limited to the amounts within each program and category of expenditure in WIOA funds as fully set out in the Contract Budget attached hereto as **Attachment B** and incorporated herein by reference. Provided further, CONTRACTOR acknowledges that the COUNTY and the WDB are receiving funds to fund WIOA activities on behalf of the State of North Carolina and the United States Department of Labor and that COUNTY'S obligations to pay any funds is conditional upon receipt of such funds. COUNTY may impose restrictions upon the maintenance of excess cash by Contractor consistent with the restrictions placed upon COUNTY by the State and the United States Treasury Department.
- b. CONTRACTOR, using funds available pursuant to this Contract, shall be fully responsible for the WIOA Adult, Dislocated Worker, , Incumbent Worker Training, and Youth Program services and activities as provided for in the Statement of Work attached hereto as **Attachment A** and hereby incorporated by reference as is fully set forth herein.
- c. CONTRACTOR shall be entitled to a ten percent (10%) de minimis Indirect Costs/Administrative Fee rate applied to CONTRACTOR'S actual personnel related costs to include staff wages, fringe benefits, travel, and training, provided that the amount of this Indirect/Administrative Fee shall not exceed the One Hundred Seventy Six Thousand, Ninety Dollars (\$176,090) regardless of the amount determined as the percentage.
- d. CONTRACTOR shall be entitled to profit calculated by the Determination of Reasonableness of Profit Worksheet, attached hereto as **Attachment C**. The amount of this profit as determined by the Worksheet is seven percent (7%) of the actual personnel related costs, including staff wages, fringe benefits, travel, and training, and is subject to performance measures as detailed in the Statement of Work attached hereto as **Attachment A**. The total amount of profit shall not exceed One Hundred Thirty Six Thousand, Eight Hundred Dollars (\$136,800), regardless of the amount determined as the percentage.

#### 5. Approval of Subcontract or Assignability

CONTRACTOR shall not assign any portion of its interests in this Contract, nor shall any of the work or services to be performed under this Contract by CONTRACTOR be subcontracted, without the prior written approval of COUNTY.

6. COUNTY or COUNTY'S ASSIGNEE as Contract Administrator

- a. COUNTY and WDB staff shall perform the administrative, enforcement, oversight, evaluation, and monitoring of this Contract as agents of COUNTY or COUNTY'S ASSIGNEE; however, CONTRACTOR shall be fully responsible for its compliance with this Contract and all laws, rules, regulations, and guidance applicable to the use of WIOA funding. CONTRACTOR shall not be entitled to rely on COUNTY, COUNTY'S ASSIGNEE, or the WDB for such compliance issues. COUNTY shall have the full authority to assign its responsibilities under this Contract to any third party that COUNTY has determined to be suitable for acting in COUNTY'S stead. As an example, and without limitation, a Council of Governments would be a suitable assignee. All references to COUNTY in this CONTRACT shall include its assignee under this Section.
- b. All notices, reports, and other information including a monthly financial status report shall be sent via e-mail to the WDB through its Director with a copy of said electronic reports sent to [paazam@co.cumberland.nc.us](mailto:paazam@co.cumberland.nc.us).

7. Monitoring by COUNTY

- a. COUNTY has the right to monitor program, fiscal, personnel, and management activities under this Contract to ensure that performance goals are being met, and that appropriate administrative procedures, controls, and records are maintained, that Contract terms and conditions are being fulfilled, and that personnel and equal employment opportunity requirements are being met. CONTRACTOR for itself and for its sub-recipients does hereby authorize and agree to permit on-site visits by staff of COUNTY, the WDB, the State, and USDOL or their designees, to include private questioning of CONTRACTOR'S employees and participants, and access for review or copying of CONTRACTOR'S or its sub-recipients' records of all programs. CONTRACTOR shall attend and shall require its sub-recipients to attend such meetings as requested by the WDB regarding the monitoring or evaluation of programs.
- b. COUNTY may provide technical assistance to CONTRACTOR and its sub-recipients through periodic discussions and training sessions as COUNTY deems necessary. Notwithstanding any such assistance provided by COUNTY, CONTRACTOR shall be fully responsible for complying with all applicable policy issuances, laws, and regulations.
- c. COUNTY may provide CONTRACTOR with written notification of deficiencies discovered in review of its activities and will endeavor to provide CONTRACTOR with reasonable time to take corrective action regarding deficiencies.
- d. The failure of COUNTY or the WDB staff to discover or notify CONTRACTOR in writing of deficiencies does not relieve CONTRACTOR of its obligation to meet performance standards, maintain sound administrative and fiscal management, ensure equitable personnel policies and non-discrimination, and satisfy statutory, regulatory and Contractual requirements.

8. Notification of Fraud or Abuse

CONTRACTOR shall immediately notify COUNTY in writing of any charges or allegations of criminal misconduct, fraud, negligence, or other wrongdoing in connection with the CONTRACTOR'S administration of any program or



the activities of any of CONTRACTOR'S sub-recipients or Contractors.

## 9. Maintenance of Records

CONTRACTOR shall maintain all fiscal and program records for periods required by federal regulations, but in no event less than four (4) years from the completion of obligations under this Contract. Should audit proceedings be instituted by COUNTY, the State or USDOL concerning this Contract, CONTRACTOR shall not destroy any records thereof until it is notified in writing that all audits are complete and such records are no longer needed. COUNTY, the State, USDOL, and Comptroller General of the United States, or any of their designees shall have access to all records of any type of CONTRACTOR or its sub-recipients with regard to funded activities.

## 10. Property

- a. CONTRACTOR acknowledges that all non-expendable property, that is, property with a useful life of more than one year and a unit cost of \$500 or more per unit, and, purchased with funds received under this Contract or made available to CONTRACTOR by COUNTY or the State specifically for a WIOA funded activity, is the sole property of the State. COUNTY may reclaim or relocate non-expendable property hereunder at its discretion, subject to state and federal law. CONTRACTOR, however, may not transfer, relocate or alter the use of any property hereunder without the prior written authorization of COUNTY. CONTRACTOR shall report any non-WIOA use of non-expendable property to COUNTY. In all purchases and dispositions of property, and all other financial transactions, CONTRACTOR shall comply with DWS POLICY STATEMENT NUMBER: PS 20-2017, Change 1, issued January 25, 2019.
- b. CONTRACTOR is responsible for the proper identification, inventory and maintenance of all property under its control. CONTRACTOR shall complete and submit to COUNTY an annual inventory listing, clearly identifying all property obtained with WIOA funds. CONTRACTOR shall permit on-site inspections of all property by COUNTY, the State, USDOL, or their designees. CONTRACTOR shall adhere to all COUNTY and State policies related to the acquisition and disposal of property.
- c. CONTRACTOR shall obtain the prior written approval of COUNTY to initiate any action involving acquisition by purchase, lease or trade, transfer, relation, changed use or disposition of non-expendable property. CONTRACTOR shall not be entitled to recover the costs of acquisition or transfer if such prior written approval is not obtained.
- d. CONTRACTOR shall not acquire real property with funds under this Contract.
- e. CONTRACTOR expressly assigns to the State any right it may acquire by operation of law or otherwise in any property under this Contract. If intangible property on which a patent or copyright is obtainable is developed with funds acquired under this Contract, CONTRACTOR acknowledges and agrees to obtain the acknowledgment of its sub-recipients that the property is work for hire funded by the State, and the State has ownership of such works unless specifically waived in writing by the State.
- f. On completion of the services under this Contract or upon earlier termination of this Contract, all non-expendable property and all expendable property covered by federal regulations shall be situated, transferred or disposed of according to instructions by the State.

## 11. Reporting Requirements



- a. In the case of reimbursable activities, CONTRACTOR shall furnish the COUNTY with a monthly financial status report in a format designated by COUNTY and set out as the form attached hereto as Attachment identified as Financial Status Report Form attached hereto as **Attachment D**. Such reports shall be furnished not later than the 10<sup>th</sup> workday of the succeeding month. Such reports shall consist of detailed information taken from records and official books of account of CONTRACTOR. In addition, COUNTY, the State, and USDOL may require ad hoc reports for program management.
- b. Requests for payments to CONTRACTOR by COUNTY shall be made each month by the 10<sup>th</sup> workday of the succeeding month by an invoice with adequate supporting documentation in the form set forth as the Services Program Invoice Form attached hereto as **Attachment E**. What constitutes adequate supporting documentation is to be determined by the WDB Director. Invoices that do not comply with this subsection will not be processed for payment until the deficiencies are corrected.

## 12. Supportive Services, PELL Grant Payments, and Other Financial Assistance

- a. Supportive Services provided by CONTRACTOR under this Contract to participants shall not duplicate services provided by public or private sources which are available at no cost to CONTRACTOR and/or participants. Additionally, CONTRACTOR is responsible for documenting a participant's receipt of all financial aid awards and maintaining such documentation. If other financial aid is received by a participant, adjustments to the cost of tuition and books paid through this Contract shall be made accordingly.
- b. CONTRACTOR shall adhere to all federal, State, and COUNTY mandated requirements regarding the use of PELL grant funds and other financial awards in conjunction with WIOA funds.

## 13. Accounting

- a. CONTRACTOR shall maintain complete accounting records to document receipts and expenditures of WIOA funds under this Contract. For cost reimbursement activities, CONTRACTOR shall account separately for the expenses of each activity by cost category as described in the Contract Budget (**Attachment B**). For fixed unit price/performance-based activities, CONTRACTOR shall submit the appropriate documentation as detailed in the Statement of Work (**Attachment A**) for the amount described in the Contract Budget. Program income must be accounted for and reported to COUNTY by the appropriate program year fund allocation, and used during the Contract period to offset the cost of the services provided or such additional income shall be forwarded to COUNTY. Interest income on cash advances of sub-grant funds shall also be accounted for as additional program income and reported accordingly.
- b. All accounting records should be maintained in accordance with Uniform Guidance Requirements set out in 2 CFR 200, 215, 225, and 230, including any exceptions identified by the Department of Commerce at 2 CFR part 2900, the NC Local Government Budget and Fiscal Control Act, Federal and State Certifications and Assurances, State Policy Issuances, other applicable OMB Circulars and administrative provisions, implementing regulations, and Generally Accepted Accounting Principles.

## 14. Rights in Documents, Materials, and Data Produced

CONTRACTOR agrees that all reports and other data prepared by and for it under the terms of this Contract shall be delivered to, become, and remain the property of COUNTY or its assigned designee upon termination or completion of the work. Both COUNTY and CONTRACTOR shall have the right to use it without restriction or limitation and without compensation to one another. For the purposes of this Contract, data includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports of the documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on

behalf of CONTRACTOR.

15. Interest of CONTRACTOR

CONTRACTOR covenants that neither CONTRACTOR nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its services hereunder, or which would prevent, or tend to prevent, the satisfactory performance of CONTRACTOR'S service hereunder in an impartial and unbiased manner. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR as an agent, sub-contractor, or otherwise.

16. Interest of Officers and Employees of COUNTY and Others

No officer, member or employee of COUNTY or the WDB, and no public official of any local government which is affected in any way by the WIOA activities, shall participate in any decisions relating to this Contract which affects his or her personal interest or in the interest of any corporation, partnerships, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or the proceeds arising therefrom.

17. Location of Services

CONTRACTOR shall co-locate its employees providing services pursuant to this Contract at a location designated by COUNTY. It is the intent of COUNTY that said employees shall be co-located with employees of COUNTY serving as staff for the WDB and the Cumberland County NCWorks Career Center, to include employees of the North Carolina Department of Commerce's Divisions of Workforce Solutions and Services.

18. Maintenance of Effort

CONTRACTOR sponsored training in existence prior to the initiation of this Contract shall be continued and may not be reduced in any way as a result of this Contract except for reduction unrelated to the provisions or purposes of this Contract. CONTRACTOR agrees that implementation of this Contract will not result in the displacement of employed workers or impair existing Contracts for services or result in the substitution of federal or other funds in connection with work that would otherwise be performed.

19. Nepotism

CONTRACTOR agrees for itself and its sub-contractors that no two members of an immediate family shall be employed within the same agency if such employment will result in one supervising a member of his/her immediate family, or in one occupying a position which has influence over the other's employment, promotion, salary administration, and other related management or personnel considerations. Immediate family is described as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, or stepfather. This section shall also apply to the governing boards for CONTRACTOR, CONTRACTOR staff, and sub-contractor staff involved in WIOA activities.

20. Complaints and Hearings

- a. CONTRACTOR shall have a complaint and hearing procedure for complaints and grievances by its employees, participants, and other persons. The procedure may involve investigations by CONTRACTOR and shall result in an impartial hearing within 30 days and a written decision within 60 days after receipt of the formal complaint.

- b. COUNTY shall have a complaint and hearing procedure for complaints and grievances as set out in Policy Letter #11, Nondiscrimination/Equal Opportunity Standards and Complaint Procedures adopted by the Cumberland County Workforce Development Local Area. The procedures shall be conducted under and governed by that Policy Letter #11 and the provisions of 04 NCAC 20C. As to complaints and appeals governed by this paragraph, COUNTY shall have authority to investigate and make findings, determinations and orders, including orders imposing corrective conditions and ordering sanctions, after the opportunity for a hearing. Where permitted under this Contract or by law, sanctions and conditions may be imposed prior to an oral hearing in an emergency.
- c. COUNTY may, on its own complaint, initiate an investigation and conduct a hearing on any activity under this Contract.
- d. The complaint and hearing procedure hereunder will comply with WIOA, the regulations thereunder, and with the provisions of 04 NCAC 20C.
- e. CONTRACTOR shall designate a hearing officer and provide each participant with a copy of CONTRACTOR'S complaint and hearing procedure including the names and addresses of CONTRACTOR'S hearing officer, and the hearing officer of COUNTY.

## 21. Protests, Disputes, and Claims

Except as otherwise provided in this Contract, any protest, dispute, or claim, concerning a question of fact arising under this Contract which is not disposed of by agreement shall be resolved by COUNTY through its Director, who shall issue a written determination and mail or otherwise furnish a copy to CONTRACTOR. The decision of COUNTY'S Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to COUNTY a written appeal. Any appeal under this section shall be determined by COUNTY through its County Manager, who shall issue a written determination and mail or otherwise furnish a copy to CONTRACTOR. The decision of the County Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or as grossly erroneous as to imply bad faith or not to have been supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of a dispute, CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the COUNTY'S decision.

## 22. Indemnity and Insurance

- a. CONTRACTOR shall indemnify and save harmless COUNTY from and against any and all claims, losses, costs, damages, expenses, judgments or liabilities caused or arising through CONTRACTOR'S performance of this Agreement including, without limitation, negligent or other wrongful acts or omissions, accidents or other occurrence causing bodily injury, including death, sickness, and disease to any person, damage or destruction to property, real or personal, and sexual misconduct by CONTRACTOR and its employees and agents.
- b. CONTRACTOR shall provide COUNTY written notice, in the form of Certificates of Insurance, for all insurance required by the RFP or by law. CONTRACTOR shall require its insurers to provide COUNTY written notice of any cancellation or lapse in coverage of said insurance immediately upon said lapse or cancellation.

## 23. Audit

CONTRACTOR agrees to have completed a fiscal and compliance audit covering the appropriate period of the Contract and submit a copy to COUNTY within 30 days after CONTRACTOR receives its completed audit but no

later than six months from the end of the audit period. An independent firm of Certified Public Accountants or the State Auditor shall perform the audit. The audit of the Contract shall include additional statements of WIOA revenues and expenditures as of June 30<sup>th</sup> when CONTRACTOR has a fiscal year other than June 30<sup>th</sup> and for the entire Contract period when it has been performed during more than one fiscal year. WIOA grant funds may be used to pay the costs of such audit. The audit should include, at a minimum, an accountant's opinion, a balance sheet, a statement of revenues, expenditures, and fund balance, an opinion letter and a management letter, a Schedule of Federal and State Financial Assistance, Compliance Report, and Internal Control Report. The examination must be made in accordance with Generally Accepted Accounting Practices and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting office. CONTRACTOR audits will have all findings and questioned costs (including a note about all payables to and unearned receipts from WIOA) in the Compliance Section of the Audit. Furthermore, to ensure compliance with GS 159-40, non-profit corporations or organizations receiving funds under this Contract of \$1,000.00 or more and not exempted by Section 1(d) of GS 159-40, are required to file a copy of the independent audit report with the Office of the State Auditor. Also, audits of CONTRACTOR performed by the Office of the State Auditor or USDOL directly may satisfy the requirements of this paragraph. COUNTY under State mandate may unilaterally impose additional reasonable conditions on audit activity.

#### 24. Audit Resolution and Disallowed Costs

In the event COUNTY, State, or USDOL disallows any expenditures of funds made by CONTRACTOR under this Contract, CONTRACTOR shall within 10 days reimburse such funds to COUNTY from non-federal funds, after attempted resolution of the disallowed costs under the procedure described in this Section.. This procedure allows CONTRACTOR a 30-days' comment period after receipt of the final audit. Within 30 days after the comment period, COUNTY will issue an initial determination stating disallowed costs, then CONTRACTOR will have 60 days to produce documentation attesting to the allowability of the costs, request a hearing, or otherwise seek a settlement of the disallowed costs. At the end of the 120 days, a final determination will be issued stating all disallowed costs that shall be reimbursed. COUNTY may, in the case of CONTRACTOR'S default or actions which COUNTY believes are not in good faith by CONTRACTOR, withhold future payments under this or any other Contract with CONTRACTOR or impose other sanctions until the disallowed costs are resolved. If interest on disallowed costs accrues to COUNTY or the State, CONTRACTOR shall also be liable for such interest charges.

#### 25. Contract Closeout

Within 30 days from the ending or termination of this Contract, CONTRACTOR shall submit to the COUNTY a final performance report, financial report, closeout document, and a reimbursement for WIOA funds received in excess of final expenditures. Receipt of the closeout documents will complete all transactions under the Contract except for property maintenance, audit, and audit resolution. No later than the date the final performance report is due, CONTRACTOR shall return to the COUNTY all property purchased hereunder and any and all unexpended and surplus funds CONTRACTOR obtained pursuant to this Contract.

#### 26. Changes

Any changes in the terms of the Agreement must be in writing and signed by both parties to be effective, except if necessitated by unavailability of or reduction in funding.

#### 27. Contracting Period

The Contracting period shall be as stated in Section 3 (Time of Performance). As stated in the RFP, COUNTY shall have the option of extending this Contract for two additional one-year terms. COUNTY shall give CONTRACTOR written notice of its intent to renew, including any additional provisions which COUNTY determines necessary to include in this Contract for the renewal period, no less than 60 days prior to the expiration of said period. If

COUNTY elects to renew, CONTRACTOR shall respond within 30 days of said notice with any requests for exceptions or changes to the original Contract terms and any additional provisions provided by the COUNTY. If there are no exceptions noted, this Contract, including said additional provisions, shall be renewed for the additional term.

## 28. Termination of the Contract

- a. If through any fault of its own, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the material covenants, agreements, representations or stipulations of this Contract, COUNTY shall have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished documents and other materials collected or produced under this Contract shall, at the option of COUNTY, become its property. CONTRACTOR shall be entitled to receive just and equitable compensation for any work performed in accordance with this Contract, except for the extent such work must be duplicated in order to complete the Contract. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Contract by CONTRACTOR, and COUNTY may withhold payment of any additional sums as security for payment of damages caused by CONTRACTOR's breach, until such time as the exact amount of the damages resulting from such breach is determined.
- b. CONTRACTOR shall repay to COUNTY within 30 days of termination of the Contract any cash advances paid to CONTRACTOR by COUNTY which exceed actual expenditures for work performed in accordance with this Contract. CONTRACTOR shall work closely with COUNTY in the liquidation and recovery of unexpended funds.
- c. COUNTY may unilaterally terminate or modify this Contract if necessitated by unavailability of or reduction in funding, and/or non-performance by CONTRACTOR.
- d. CONTRACTOR shall have the right to terminate this Contract if COUNTY breaches any of the material covenants, agreements, representations, or stipulations of this Contract and has failed to correct such breach within 30 days after receiving written notification from CONTRACTOR of the breach. Upon termination, COUNTY shall not be relieved of its duty to pay CONTRACTOR for services performed in accordance with the Contract and prior to the effective date of termination.

## 29. Applicable Law and Regulations; Incorporated Documents: Definitions

- a. All applicable provisions of federal law, to include the Code of Federal Regulations, mentioned or referenced in this Contract, or any guidance on federal requirements applicable to the administration of the programs under this Contract and the expenditure of the funds to administer those programs under this Contract which are provided by the State or the USDOL to COUNTY or CONTRACTOR shall govern this Contract and CONTRACTOR is obligated to comply with all applicable provisions.
- b. All applicable provisions of Title 4, Chapter 20, of the North Carolina Administrative Code shall govern this Contract to the same extent as if all references to the "JTPA" in that Chapter shall mean the "WIOA" and CONTRACTOR is obligated to comply with all applicable provisions.
- c. The following documents are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents is a condition of this Contract:
  - i. all applicable regulations, orders, circulars, issuances and guidance issued by the State or any federal agency which are in place at the time this Contract commences or are issued during the term of this



- Contract;
  - ii. Attachment A, "Statement of Work;"
  - iii. Attachment B, "Contract Budget;"
  - iv. Attachment C, "Determination of Reasonableness of Profit Worksheet;"
  - v. Attachment D, "Financial Status Report Form;"
  - vi. Attachment E, "Services Program Invoice Form;"
  - vii. the RFP and all the attachments thereto as described in Section 2; and
  - viii. the Proposal and all the attachments thereto as described in Section 2.
- d. All definitions included in the Act and the regulations promulgated under the Act, in other applicable federal statutes, regulations, circulars and directives, and in applicable sections of the North Carolina General Statutes and the North Carolina Administrative Code are incorporated herein by reference, whether defined at the time of this Contract or at any time during the period of the Contract.
- e. Whenever WIOA and the regulations promulgated thereunder permit or require the Governor or the State to define certain words or phrases, or whenever the State or COUNTY determines that a definition is necessary, the State or COUNTY may define such words or phrases by issuance, rule, directive, bulletin or instruction, and such definitions shall be incorporated herein by reference.
- f. The parties are bound by any changes in federal and state law that occur after the Contract commences. CONTRACTOR shall notify COUNTY of any need to make budget transfers or adjustments to the Contract Budget required by any changes in law. Any requested changes to the Contract Budget must be made with an explanation in writing and must be approved by COUNTY in writing.

### 30. Severability; Enforcement by COUNTY

- a. In the event any provision of this Contract shall be considered unlawful or without effect by any court with jurisdiction, it shall be considered severable and shall not affect the remainder of the Contract.
- b. COUNTY shall have the discretion to enforce any provision of this Contract and to select from among its remedies under this Contract and at law for any breach of the Contract by CONTRACTOR. The failure of the COUNTY to enforce a provision shall not constitute waiver of the provision or the Contract.

### 31. Force Majeure

The performance of this Contract may be delayed and/or suspended by any act of God, war, civil disorder, employment strike, hazardous or harmful condition, declaration of emergency by the State or local government, any alleged criminal or reckless act not caused by CONTRACTOR, its employees, agents, and sub-contractors, or other cause beyond the control of either party ("Force Majeure Event"). Should performance under this Contract be delayed and/or suspended due to any Force Majeure Event, neither party shall be held liable for any default, damage, and/or breach of Contract resulting therefrom.

### 32. Notices

Written notices required by this Contract shall be directed to the following representatives:

Cumberland County Workforce Development Board  
ATTN: \_\_\_\_\_  
410 Ray Avenue  
Fayetteville, North Carolina 28301



CONTRACTOR  
ATTN: \_\_\_\_\_  
410 Ray Avenue  
Fayetteville, North Carolina 28301

Or to such other persons and such other addresses as one of the above parties may designate in writing.

33. Order of Precedence of Attachments

In the event of a conflict between this Contract and its attachments, this Contract shall have precedence over all attachments.

34. Entire Contract

This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this Contract.

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

County of Cumberland

Two Hawk Workforce Services, LLC

\_\_\_\_\_  
W. Marshall Faircloth, Chair  
Board of Commissioners

\_\_\_\_\_  
Harvey Godwin, Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
FINANCE DIRECTOR

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

**PY20/FY21 STATEMENT OF WORK FOR THE PROVISION OF  
PROGRAM SERVICES IN AN INTEGRATED DELIVERY SYSTEM**

**PROGRAMS AND FUNDING TO INCLUDE:**

- THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT AND DISLOCATED WORKER PROGRAM
- EMPLOYER SERVICES
- THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) IN-SCHOOL AND OUT- OF-SCHOOL YOUTH PROGRAMS
- OTHER WIOA PROGRAM FUNDING RECEIVED

**FOR THE PERIOD OF JULY 1, 2020 – JUNE 30, 2021 (PY20/FY21)**

**Scope of Program:**

CONTRACTOR will be a major part of the Cumberland County NCWorks Career Center that serves citizens in the preparation, training, and obtainment of jobs. CONTRACTOR will be a part of the team that assists employers in recruiting, screening, and hiring individuals. CONTRACTOR will work closely with Division of Workforce Services (DWS) staff, Veteran Services staff, all partner agencies that provide services in the Career Center and/or throughout the community in their respective venues to include Department of Social Services, Division of Vocational Rehabilitation, Fayetteville Technical Community College and Fayetteville State University, members of the Workforce Development Board (“WDB”), Youth Sub-Committee, and other agencies that may become partners of the NCWorks Career Center during the contract period.

CONTRACTOR will conduct regularly scheduled outreach to the following agencies through Cumberland County to discuss program services and partnership and working relationship development: Fayetteville Urban Ministry, Falcon Children’s Home and Family Services, TJ Robinson Life Center, Greater Fayetteville Chamber of Commerce, Department of Corrections, Re-entry Council, Department of Health and Human Services NC LINKS, Fayetteville Adult Literacy and Education Center, Boys & Girls Club of Cumberland County, AMAC/CW – A Model Approach for Change/Child Welfare, Connections of Cumberland, Cumberland County School System, Fort Bragg Soldier for Life Transition Assistance Program and Fayetteville Metropolitan Housing Authority. This is not an all-inclusive list. As new organizations identified it will be the expectation of the WDB for CONTRACTOR to coordinate with other Career Center staff to develop a process of collaboration and/or referrals.

CONTRACTOR staff will participate on each of the functional teams under the sole direction of the Career Center Manager. CONTRACTOR staff, with the approval of the COUNTY’S Workforce Development Director (“Director”), shall ensure all marketing and training materials are up to date prior to such materials

being disseminated to the public. CONTRACTOR'S Program/Operations Manager(s) will meet on a weekly basis with the Career Center Manager, the Director, and partnering agencies to discuss integration and seamless customer service. CONTRACTOR staff will participate in meetings with Career Center Staff for training, information-gathering, and implementation of new policies and procedures.

All staff providing customer services will be located at the Cumberland County NCWorks Career Center (410-414 Ray Avenue, Fayetteville, NC). Services will be provided in an integrated service delivery model during the office hours identified by the Career Center Manager to be the most convenient for the citizens of Cumberland County. Additional staff-assisted services may be provided at satellite locations as determined by the Director.

NCWorks Online will be the source system used for tracking all activities for the entire Career Center. If it is not in NCWorks Online, then the action and/or activity did not occur and will not be included in any numbers for reporting purposes, to include performance goals. All participants determined to need additional assistance beyond core and staff-assisted core services will have an Individual Employability Plan (IEP)/Individual Service Strategy (ISS) and must be determined eligible according to WIOA Federal Regulations, with applicable supporting documentation. CONTRACTOR will ensure that all required documentation is completed and scanned into the customer's NCWorks profile, along with the appropriate case notes prior to approving training services. CONTRACTOR is expected to expend all awarded funding on participants and to meet or exceed data validation requirements. CONTRACTOR will ensure that all participants enrolled beyond basic services will receive follow-up services for one year after exit from the WIOA program. The follow-up services provided will be documented in the case notes within the NCWorks Online System as well as the agency forms identified below or an approved CONTRACTOR report that captures like information. All CONTRACTOR reports must be approved by the Director prior to using. Case notes will be retained on all participants, following the guidelines in NCWorks Online.

It is the expectation of this contract, in conjunction with the One Stop Operator/Career Center Management contract, DWS staff and partner agencies, that CONTRACT shall collaborate on the achievement of the Career Center Goals. The top priority for the Career Center and its associated contracts is the placement of customers into unsubsidized employment/placement of which the wage rate meets or exceeds the livable wage rate for living in Cumberland County, North Carolina. A living wage is the approximate income needed to meet a family's basic needs and enables an individual/family to achieve financial independence while maintaining housing and food security. Accountability of meeting Career Center goals will be the equal responsibility of all agencies in the Career Center.

The tables listed below represent the minimum expected performance measures for this contract. These measures are based on the State's negotiated performance goals.

*Performance Measures*

	Title I – Programs					
	Adult		Dislocated Worker		Youth	
	PY 2020	PY 2021	PY 2020	PY 2021	PY 2020	PY 2021
Employment (Second Quarter after Exit)	72.0%	73.0%	62.0%	63.0%	65.0%	65.5%
Employment (Fourth Quarter after Exit)	70.0%	70.5%	64.0%	63.0%	68.0%	69.0%
Median Earnings (Second Quarter after Exit)	\$5,400	\$5,700	\$6,900	\$7,100	\$3,100	\$3,250
Credential Attainment Rate	46.0%	46.0%	59.0%	59.6%	52.3%	53.0%
Measurable Skill Gains	40.0%	42.5%	49.5%	51.0%	44.5%	47.0%

PARTICIPANT NUMBERS		PY20 Total Served
WIOA Adult		237
WIOA Dislocated Worker		111
WIOA In School Youth		30
WIOA Out of School Youth		110
Special Grants (to include Finish Line Grants)		25 new enrollments

## **Definition of Training**

Training is any activity that leads to a certificate of completion, a certification, or a college degree, that results in maximizing participants' chances for obtaining full-time employment. This training may occur within the Career Center, on NCWorks Online, or by attending coursework with one of the eligible training providers. When Individual Training Accounts (ITAs) are issued, the ITA policy must be followed. Any exceptions to the cap on funds must be approved in writing, in advance, by the Director.

CONTRACTOR will be responsible for managing funds received for this contract to ensure that continuous level of service can be provided to the citizens of Cumberland County for the entire length of this contract. If additional funds are needed, CONTRACTOR shall inform the Director at least two months prior to when the proposed obligation will occur. CONTRACTOR shall never, in any situation, incur or provide an approval of an obligation without funding being available.

In addition, CONTRACTOR will work closely with the Workforce Development Board's Youth Sub-committee to develop a strategic plan for serving youth in Cumberland County and tracking separately the in-school and out-of-school youth enrollment, training, and other services provided. CONTRACTOR will ensure that at least 75% of the approved Youth budget will be expended on Out-of-School Youth services.

## **Reporting Requirements and Responsibilities to the Workforce Development Board**

Performance data must be provided to the Workforce Development Board on a monthly basis, and must include the number of enrollments, number receiving training, and the common performance measures. To assist toward achieving the career center and program goals, as well as to qualify for the approved rate of profit within the contract, CONTRACTOR must submit monthly reports (supported by NCWorks Online reports) to County Workforce staff that support CONTRACTOR'S rate of performance toward obtainment of program measures and goals. Eligibility for profit determination will also rely on monthly programmatic file monitoring and quality control compliance conducted by County Workforce staff.

In addition, financial and ad-hoc reports may be requested by the Director. These reports shall include cumulative numbers as well as activities since the last report. The financial reporting requirements must reflect actual invoices, plus a separate report on accruals and obligations. A representative of CONTRACTOR must attend each of the bi-monthly WDB meetings, Youth Council meetings and special called meetings, as announced by the WDB Chair, to present written reports and answer questions from Board members.

## **Monitoring**

The files and staff shall be available to the County Workforce staff and to the State staff for monitoring reviews. CONTRACTOR will have 10 workdays from the receipt of any monitoring report or request for additional information to provide a response or a written corrective action plan. The monitoring will include file reviews, performance reviews and measures of customer satisfaction, including mystery shopping by an independent entity.

## **Coordination with Other Agencies**

CONTRACTOR, in coordination with the Career Center Manager, will work with other local and State agencies to create a cross-referral system to enhance services. CONTRACTOR will make presentations to community groups and agencies, such as Vocational Rehabilitation and the Department of Social Services, to further the understanding of each partner's capabilities and roles. Cross-referrals and presentations to community groups and other partnering agencies will be tracked and reported to the Workforce Development Board.

CONTRACTOR will make staff professional development training available to all Career Center staff. CONTRACTOR will be required to attend training and professional development conducted by the State, County Workforce Staff and Career Center Manager.

## **Work-Based Training**

CONTRACTOR will provide opportunities for training in the workplace, including job shadowing, career exploration, paid work experience, and On-the-Job Training. These activities will be governed by the Cumberland County Workforce Development Board Policies and policies/ guidelines issued by the North Carolina Division of Workforce Solutions.

## **Additional Requirements for CONTRACTOR**

CONTRACTOR will submit timely invoices by the close of business on the tenth workday of the month following the month that services are invoiced. These invoices shall be complete and accurate, and contain any and all applicable documentation to support the reported expenditures; for participant-related expenditures, relative and supporting documentation must also be in NCWorks Online. CONTRACTOR will provide a full job description for each staff person and how that position participates with the Integrated Services Team. CONTRACTOR is expected to actively participate in two innovative service approaches as follows:

(1) Combined approach to serving Out-of-School Young Adults. The age requirements for Adult and Out-of-School Young Adult overlap for the ages of 18-24. CONTRACTOR'S Program Manager will develop a plan to identify potential youth participants during the welcome and intake process and whether individuals between the ages of 18-24 will be served as an adult or youth.

(2) Sector Strategies/Certified Career Pathways: WIOA provides that class-size training may be used instead of ITAs if the WDB determines that entire classes should be funded for specific industries and/or sectors. If the Board identifies a class-size strategy or a Certified Career Pathway, CONTRACTOR, as part of the ISD team, is expected to provide all intake services, orientation, placement, and follow-up services to these class-size groups. Each WIOA eligible student placed in class-size training will count toward CONTRACTOR'S training and ITA goals.

CONTRACTOR will submit written nominations for outstanding participants, employers, and partners for recognition and submission to the annual State Workforce Conference and related events. A minimum of at



least four submissions is required for each participant category:

- Younger Youth (14 – 17 years of age)
- Young Adult (18 – 25 years of age)
- Adult
- Dislocated Worker
- Employer
- Innovative Partnership
- Workforce Development Professional

CONTRACTOR will assist with the development of documents, reports, and plans as needed for the Local Area.

TWO HAWK WORKFORCE SERVICES, LLC

By:

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Harvey Godwin, Member Manager

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Date

**PY20/FY21 CONTRACT BUDGET FOR THE PROVISION OF PROGRAM SERVICES  
IN AN INTEGRATED DELIVERY SYSTEM**

Budget details for each program follow this cover sheet.

<b>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> <b>REQUEST FOR REIMBURSEMENT</b> <b>WIOA ADULT PROGRAM SERVICES</b>		<b>PROGRAM:</b> WIOA: ADULT (4020)				
		<b>Contract No.</b>	<b>PURCHASE ORDER NO.</b>			
<b>3. CONTRACTOR NAME:</b> TWO HAWK WORKFORCE SERVICES (v# 6415)		<b>1. TYPE OF REQUEST</b> <input type="checkbox"/> Final <input checked="" type="checkbox"/> Partial	<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual			
<b>4. BILLING INFORMATION:</b>  Street No. and Name: 118 W. 5th Street City, State and ZIP: Lumberton, North Carolina 28358 Phone: 910-738-3014 Fax: 910-738-2819		<b>5. REQUEST/INVOICE NO.</b> <b>6. REQUEST AMOUNT</b> <b>7. PERIOD COVERED BY THIS REQUEST</b> FROM (Month, Day, Year) TO (Month, Day, Year)				
<b>8. STATUS OF FUNDS</b>						
		<b>TOTAL CONTRACT AMOUNT:</b> \$ 800,000.00				
DESCRIPTION	BUDGET	PRIOR REPORTED EXPENSES	CURRENT EXPENDITURES	FORECASTED OBLIGATIONS	BALANCE	BALANCE %
A. Personnel Expenditures	373,802.00			-		46.7%
A1. Direct Salaries				-		
A2. Program Personnel Expenses						
A3. Fringe Benefits				-		
B. Operating Expenditures	26,256.00			-		3.3%
B1. Staff Travel Expenses				-		
B2. Staff Training				-		
B3. Printing & Publications				-		
B4. Materials, Supplies, & Postage				-		
B5. Communications				-		
B6. Advertising & Public Relations				-		
B7. Subscriptions & Dues				-		
B8. Equipment				-		
B9. Insurance				-		
B10. Other - Payroll Services				-		
B11. Other - Auditing Services				-		
C. Indirect Costs	67,000.00			-		
D. Profit/Management Fee	52,000.00			-		6.5%
<b>TOTAL STAFF, OPERATING &amp; PROFIT:</b>	<b>\$ 519,056.00</b>			<b>\$ -</b>		<b>57%</b>
E. Client OJT Expenditures	35,156.00					
F. Client Internship/Work Exp. Wages	20,089.00					
G. Client Int./Work Exp. Fringe Benefits	1,573.00					
H. Client ITA Expenditures	15,587.00					
H1. Tuition						
H2. Supplies (Books, Uniforms, etc.)						
I. Incumbent Worker Training Expense	160,000.00					20.0%
J. Client Award/Incentive Expenditures	-			-		
K. Client Transportation Expenditures	8,537.00			-		
L. Other Client Support Expenditures	40,000.00					
<b>TOTAL CLIENT EXPENDITURES:</b>	<b>\$ 280,942.00</b>					<b>35%</b>
<b>GRAND TOTAL:</b>	<b>\$ 800,000.00</b>					<b>92%</b>
<b>9. CERTIFICATION</b> I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the contract and that the reimbursement represents the Workforce Development share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the contract award and compliant with all Federal, State and local regulations, policies and procedures.						
<b>a. RECIPIENT</b> Signature of Contract Authorized Certifying Official:  _____ <b>Project Director</b> TELEPHONE: (With Area Code/Extension)			<b>b. CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> Signature of Authorized Personnel:  _____ <b>Authorized Signature</b> TELEPHONE: (With Area Code/Extension)			
Grantees, subrecipients and contractors funded under the Workforce Innovation Opportunity Act (WIOA), whether in whole or in part, must abide by WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, North Carolina State regulations in laws and rules, Cumberland County Business and Finance policies, and the Cumberland County WIOA policies.						
<b>All invoices are due by the 10th day of the month</b>						
<b>attach all necessary documentation to be reviewed for payment</b>						

<b>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> <b>REQUEST FOR REIMBURSEMENT</b> <b>WIOA DISLOCATED WORKER PROGRAM SERVICES</b>			<b>PROGRAM:</b> WIOA DW (4030)			
			<b>Contract No.</b>			
			<b>PURCHASE ORDER NO.</b>			
<b>3. CONTRACTOR NAME:</b> TWO HAWK WORKFORCE SERVICES (v# 6415)			<b>1. TYPE OF REQUEST</b> <input type="checkbox"/> Final <input checked="" type="checkbox"/> Partial			
<b>4. BILLING INFORMATION:</b>  Street No. and Name: 118 W. 5th Street City, State and ZIP: Lumberton, North Carolina 28358 Phone: 910-738-3014 Fax: 910-738-2819			<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual			
			<b>5. REQUEST/INVOICE NO.</b>			
			<b>6. REQUEST AMOUNT</b>			
			<b>7. PERIOD COVERED BY THIS REQUEST</b>			
			FROM (Month, Day, Year)      TO (Month, Day, Year)			
<b>8. STATUS OF FUNDS</b>						
<b>TOTAL CONTRACT AMOUNT: \$ 550,000.00</b>						
DESCRIPTION	BUDGET	PRIOR REPORTED EXPENSES	CURRENT EXPENDITURES	FORECASTED OBLIGATIONS	BALANCE	BALANCE %
<b>A. Personnel Expenditures</b>	258,152.00			-		46.9%
A1. Direct Salaries				-		
A2. Program Personnel Expenses				-		
A3. Fringe Benefits				-		
<b>B. Operating Expenditures</b>	15,653.00			-		2.8%
B1. Staff Travel Expenses				-		
B2. Staff Training				-		
B3. Printing & Publications				-		
B4. Materials, Supplies, & Postage				-		
B5. Communications				-		
B6. Advertising & Public Relations				-		
B7. Subscriptions & Dues				-		
B8. Equipment				-		
B9. Insurance				-		
B10. Other - Payroll Services				-		
B11. Other - Auditing Services				-		
<b>C. Indirect Costs</b>	45,540.00			-		
<b>D. Profit/Management Fee</b>	36,000.00			-		6.5%
<b>TOTAL STAFF, OPERATING &amp; PROFIT:</b>	<b>\$ 355,345.00</b>			<b>\$ -</b>		<b>56%</b>
<b>E. Client OJT Expenditures</b>	136,290.00					24.8%
<b>F. Client Internship/Work Exp. Wages</b>	13,672.00					2.5%
<b>G. Client Int./Work Exp. Fringe Benefits</b>	1,071.00					0.2%
<b>H. Client ITA Expenditures</b>	11,627.00					2.1%
H1. Tuition						
H2. Supplies (Books, Uniforms, etc.)						
<b>I. Client Award/Incentive Expenditures</b>				-	-	
<b>J. Client Transportation Expenditures</b>	11,995.00			-		
<b>K. Other Client Support Expenditures</b>	20,000.00					3.6%
<b>TOTAL CLIENT EXPENDITURES:</b>	<b>\$ 194,655.00</b>					<b>35%</b>
<b>GRAND TOTAL:</b>	<b>\$ 550,000.00</b>					<b>92%</b>
<b>9. CERTIFICATION</b>  I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the contract and that the reimbursement represents the Workforce Development share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the contract award and compliant with all Federal, State and local regulations, policies and procedures.						
<b>a. RECIPIENT</b>  Signature of Contract Authorized Certifying Official:  _____  <b>Project Director</b> TELEPHONE: (With Area Code/Extension)			<b>b. CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b>  Signature of Authorized Personnel:  _____  <b>Authorized Signature</b> TELEPHONE: (With Area Code/Extension)			
Grantees, subrecipients and contractors funded under the Workforce Innovation Opportunity Act (WIOA), whether in whole or in part, must abide by WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, North Carolina State regulations in laws and rules, Cumberland County Business and Finance policies, and the Cumberland County WIOA policies.						
<b>All invoices are due by the 10th day of the month</b>						
attach all necessary documentation to be reviewed for payment						

<b>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> <b>REQUEST FOR REIMBURSEMENT</b> <b>WIOA IN SCHOOL YOUTH SERVICES PROGRAM</b>		<b>PROGRAM:</b> WIOA: IS YOUTH (4040)	
		Contract No.	PURCHASE ORDER NO.
		1. TYPE OF REQUEST	2. BASIS OF REQUEST
		<input type="checkbox"/> Final <input checked="" type="checkbox"/> Partial	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual
3. CONTRACTOR NAME: TWO HAWK WORKFORCE SERVICES (v# 6415)		5. REQUEST/INVOICE NO.	
4. BILLING INFORMATION: Street No. and Name: 118 W. 5th Street City, State and ZIP: Lumberton, North Carolina 28358 Phone: 910-738-3014 Fax: 910-738-2819		6. REQUEST AMOUNT	
		7. PERIOD COVERED BY THIS REQUEST	
		FROM (Month, Day, Year)	TO (Month, Day, Year)
8. STATUS OF FUNDS			
		TOTAL CONTRACT AMOUNT: \$ 200,000.00	
DESCRIPTION	BUDGET	PRIOR REPORTED EXPENSES	CURRENT EXPENDITURES
A. Personnel Expenditures	85,746.00		-
A1. Direct Salaries			-
A2. Program Personnel Expenses			
A3. Fringe Benefits			-
B. Operating Expenditures	4,578.00		-
B1. Staff Travel Expenses			-
B2. Staff Training			-
B3. Printing & Publications			-
B4. Materials, Supplies, & Postage			-
B5. Communications			-
B6. Advertising & Public Relations			-
B7. Subscriptions & Dues			-
B8. Equipment			-
B9. Insurance			-
B10. Other - Payroll Services			-
B11. Other - Auditing Services			-
C. Indirect Costs	16,000.00		-
D. Profit/Management Fee	12,200.00		-
TOTAL STAFF, OPERATING & PROFIT:	\$ 118,524.00		\$ -
E. Client OJT Expenditures	20,452.00		
F. Client Internship/Work Exp. Wages	20,452.00		
G. Client Int./Work Exp. Fringe Benefits	1,601.00		
H. Client ITA Expenditures	9,521.00		
H1. Tuition			
H2. Supplies (Books, Uniforms, etc.)			
I. Client Award/Incentive Expenditures	9,000.00	-	-
J. Client Transportation Expenditures	14,450.00		-
K. Other Client Support Expenditures	6,000.00		
TOTAL CLIENT EXPENDITURES:	\$ 81,476.00		
GRAND TOTAL:	\$ 200,000.00		
9. CERTIFICATION I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the contract and that the reimbursement represents the Workforce Development share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the contract award and compliant with all Federal, State and local regulations, policies and procedures.			
a. RECIPIENT Signature of Contract Authorized Certifying Official: _____  Project Director TELEPHONE: (With Area Code/Extension)		b. CUMBERLAND COUNTY WORKFORCE DEVELOPMENT Signature of Authorized Personnel: _____  Authorized Signature TELEPHONE: (With Area Code/Extension)	
Grantees, subrecipients and contractors funded under the Workforce Innovation Opportunity Act (WIOA), whether in whole or in part, must abide by WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, North Carolina State regulations in laws and rules, Cumberland County Business and Finance policies, and the Cumberland County WIOA policies.			
All invoices are due by the 10th day of the month			
attach all necessary documentation to be reviewed for payment			

<b>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT REQUEST FOR REIMBURSEMENT WIOA OUT OF SCHOOL YOUTH PROGRAM SERVICES</b>				<b>PROGRAM: WIOA: OSY (4040)</b>			
				<b>Contract No.</b>		<b>PURCHASE ORDER NO.</b>	
				<b>1. TYPE OF REQUEST</b> <input type="checkbox"/> Final <input checked="" type="checkbox"/> Partial		<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual	
<b>3. CONTRACTOR NAME:</b> TWO HAWK WORKFORCE SERVICES (v# 6415)				<b>5. REQUEST/INVOICE NO.</b>			
<b>4. BILLING INFORMATION:</b>  Street No. and Name: 118 W. 5th Street City, State and ZIP: Lumberton, North Carolina 28358 Phone: 910-738-3014 Fax: 910-738-2819				<b>6. REQUEST AMOUNT</b>			
				<b>7. PERIOD COVERED BY THIS REQUEST</b>			
				FROM (Month, Day, Year)		TO (Month, Day, Year)	
<b>8. STATUS OF FUNDS</b>							
<b>TOTAL CONTRACT AMOUNT:</b>						<b>\$ 600,000.00</b>	
DESCRIPTION	BUDGET	PRIOR REPORTED EXPENSES	CURRENT EXPENDITURES	FORECASTED OBLIGATIONS	BALANCE	BALANCE %	
A. Personnel Expenditures	288,381.00			-		48.1%	
A1. Direct Salaries				-			
A2. Program Personnel Expenses							
A3. Fringe Benefits				-			
B. Operating Expenditures	16,088.00			-		2.7%	
B1. Staff Travel Expenses				-			
B2. Staff Training				-			
B3. Printing & Publications				-			
B4. Materials, Supplies, & Postage				-			
B5. Communications				-			
B6. Advertising & Public Relations		-	-	-			
B7. Subscriptions & Dues		-	-	-			
B8. Equipment		-	-	-			
B9. Insurance				-			
B10. Other - Payroll Services				-			
B11. Other - Auditing Services				-			
C. Indirect Costs	47,550.00			-			
D. Profit/Management Fee	36,600.00			-		6.1%	
<b>TOTAL STAFF, OPERATING &amp; PROFIT:</b>	<b>\$ 388,619.00</b>			<b>\$ -</b>		<b>65%</b>	
E. Client OJT Expenditures/Incumbent Worker	61,517.00					10.3%	
F. Client Internship/Work Exp. Wages	61,517.00						
G. Client Int./Work Exp. Fringe Benefits	4,817.00					0.8%	
H. Client ITA Expenditures	38,918.00					6.5%	
H1. Tuition							
H2. Supplies (Books, Uniforms, etc.)							
I. Client Award/Incentive Expenditures	8,000.00	-	-	-	8,000.00		
J. Client Transportation Expenditures	16,612.00			-			
K. Other Client Support Expenditures	20,000.00					3.3%	
<b>TOTAL CLIENT EXPENDITURES:</b>	<b>\$ 211,381.00</b>					<b>35%</b>	
<b>GRAND TOTAL:</b>	<b>\$ 600,000.00</b>					<b>100%</b>	
<b>9. CERTIFICATION</b>  I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the contract and that the reimbursement represents the Workforce Development share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the contract award and compliant with all Federal, State and local regulations, policies and procedures.							
<b>a. RECIPIENT</b>  Signature of Contract Authorized Certifying Official:  _____  Project Director TELEPHONE: (With Area Code/Extension)				<b>b. CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b>  Signature of Authorized Personnel:  _____  Authorized Signature TELEPHONE: (With Area Code/Extension)			
Grantees, subrecipients and contractors funded under the Workforce Innovation Opportunity Act (WIOA), whether in whole or in part, must abide by WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, North Carolina State regulations in laws and rules, Cumberland County Business and Finance policies, and the Cumberland County WIOA policies.							
<b>All invoices are due by the 10th day of the month</b>							
attach all necessary documentation to be reviewed for payment							

<b>CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> <b>REQUEST FOR REIMBURSEMENT</b> <b>WIOA ADULT PROGRAM SERVICES</b>			<b>PROGRAM:</b> WIOA: FLG			
			<b>Contract No.</b>			
			<b>PURCHASE ORDER NO.</b>			
<b>3. CONTRACTOR NAME:</b> TWO HAWK WORKFORCE SERVICES (v# 6415)			<b>1. TYPE OF REQUEST</b> <input type="checkbox"/> Final <input checked="" type="checkbox"/> Partial			
<b>4. BILLING INFORMATION:</b>  Street No. and Name: 118 W. 5th Street City, State and ZIP: Lumberton, North Carolina 28358 Phone: 910-738-3014 Fax: 910-738-2819			<b>2. BASIS OF REQUEST</b> <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual			
			<b>5. REQUEST/INVOICE NO.</b>			
			<b>6. REQUEST AMOUNT</b>			
			<b>7. PERIOD COVERED BY THIS REQUEST</b> FROM (Month, Day, Year) TO (Month, Day, Year)			
<b>8. STATUS OF FUNDS</b>						
<b>TOTAL CONTRACT AMOUNT: \$ 50,000.00</b>						
DESCRIPTION	BUDGET	PRIOR REPORTED EXPENSES	CURRENT EXPENDITURES	FORECASTED OBLIGATIONS	BALANCE	BALANCE %
A. Personnel Expenditures	-			-		0.0%
A1. Direct Salaries				-		
A2. Program Personnel Expenses						
A3. Fringe Benefits				-		
B. Operating Expenditures	-			-		0.0%
B1. Staff Travel Expenses				-		
B2. Staff Training				-		
B3. Printing & Publications				-		
B4. Materials, Supplies, & Postage				-		
B5. Communications				-		
B6. Advertising & Public Relations				-		
B7. Subscriptions & Dues				-		
B8. Equipment				-		
B9. Insurance				-		
B10. Other - Payroll Services				-		
B11. Other - Auditing Services				-		
C. Indirect Costs	-			-		
D. Profit/Management Fee	-			-		0.0%
<b>TOTAL STAFF, OPERATING &amp; PROFIT:</b>	<b>\$ -</b>			<b>\$ -</b>		<b>0%</b>
E. Client OJT Expenditures	-					
F. Client Internship/Work Exp. Wages	-					
G. Client Int./Work Exp. Fringe Benefits	-					
H. Client ITA Expenditures	-					
H1. Tuition						
H2. Supplies (Books, Uniforms, etc.)						
I. Client Award/Incentive Expenditures	-	-	-	-	-	
J. Client Transportation Expenditures	-			-		
K. Other Client Support Expenditures	50,000.00					
<b>TOTAL CLIENT EXPENDITURES:</b>	<b>\$ 50,000.00</b>					<b>100%</b>
<b>GRAND TOTAL:</b>	<b>\$ 50,000.00</b>					<b>100%</b>
<b>9. CERTIFICATION</b> I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the contract and that the reimbursement represents the Workforce Development share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the contract award and compliant with all Federal, State and local regulations, policies and procedures.						
<b>a. RECIPIENT</b> Signature of Contract Authorized Certifying Official:  _____ <b>Project Director</b> TELEPHONE: (With Area Code/Extension)			<b>b. CUMBERLAND COUNTY WORKFORCE DEVELOPMENT</b> Signature of Authorized Personnel:  _____ <b>Authorized Signature</b> TELEPHONE: (With Area Code/Extension)			
Grantees, subrecipients and contractors funded under the Workforce Innovation Opportunity Act (WIOA), whether in whole or in part, must abide by WIOA Regulations, all applicable Office of Management and Budget (OMB) circulars, North Carolina State regulations in laws and rules, Cumberland County Business and Finance policies, and the Cumberland County WIOA policies.						
<b>All invoices are due by the 10th day of the month</b>						

attach all necessary documentation to be reviewed for payment



**PY 2020/FY 2021 CONTRACT FOR SERVICES FOR ONE STOP OPERATOR SERVICES  
UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

*Approved by the Board of Commissioners September 21, 2020*

THIS CONTRACT is entered into by and between the COUNTY of Cumberland, a body corporate and politic and a political subdivision of the State of North Carolina (hereinafter referred to as "COUNTY") and Two Hawk Workforce Services, LLC, a limited liability company organized under the laws of North Carolina with a principal office at 118 W. 5<sup>th</sup> Street, Lumberton, NC 28358-5539 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY desires to engage CONTRACTOR to render services in connection with activities to be operated and funded under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128 (hereinafter referred to as the "Act" or "WIOA"); the Employment and Training Administration of the United States Department of Labor, 20 CFR, Parts 651, 652, 653, 654, 658, 675, 676, 677, 678, 679, 680, 681, 683, and 686; the Office of Career, Technical and Adult Education and the Rehabilitation Services Administration of the United States Department of Education, 34 CFR Parts 361 and 463; and the Jobs for Veterans Act, Public Law 107-288 at 38 USC § 4215; and

WHEREAS, WIOA funds are anticipated to be made available to COUNTY and its Workforce Development Board (hereinafter referred to as the "WDB") from the Division of Workforce Solutions of the North Carolina Department of Commerce (hereinafter referred to as the "State") contingent upon receipt of funds from the United States Department of Labor (herein after referred to as "USDOL") and/or the State; and

WHEREAS, CONTRACTOR desires to render services under the Act.

NOW THEREFORE, the parties hereto agree as follows:

1. Employment of CONTRACTOR

COUNTY hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.

2. Scope of Services

CONTRACTOR shall diligently perform and carry out in a satisfactory and proper manner the work and services described in **Attachment A**, Statement of Work; any additional work or services described in the RFP of the Cumberland County Workforce Development Board for Workforce Innovation and Opportunity Act One Stop Operator PY 2020/FY 2021 with the Due Date of Proposals being Monday, March 6, 2020 ("the RFP") attached hereto and incorporated herein; and any additional work or services proposed by CONTRACTOR in the Proposal of Two Hawk Workforce Services, LLC, for One Stop Operator Services PY 2020 dated March 13, 2020 ("the Proposal") attached hereto and incorporated herein.

3. Time of Performance

The services of CONTRACTOR under this Contract shall commence on October 1, 2020, provided that the Contract Budget for this Contract shall be reduced by any funds that are reimbursed to the CONTRACTOR for the services rendered by CONTRACTOR under the interim agreement between the parties dated June 30, 2020.

CONTRACTOR shall provide such services in such manner and sequence as to ensure their expeditious completion and as may be required in **Attachment A**, Statement of Work. Services provided by CONTRACTOR under the interim agreement executed by the parties June 30, 2020, shall be subject to the terms of this Contract to the same extent as if those services were performed under this Contract. All services required hereunder shall be completed on or before the end of the Contract period, June 30, 2021. For the purposes of the statute of limitations, and in recognition of the fact that closeout procedures, audit, audit resolution, and collection of disallowed costs will occur after the Contract period, this Contract shall not be considered completed until final action on any disallowed costs by the United States Department of Labor and/or the State has been taken and the time for appeal of disallowed costs has expired. Contract

#### 4. Compensation and Method of Payment

- a. In the case of activities covered by cost reimbursement provisions, CONTRACTOR shall be compensated for the work and services to be performed under this Contract by monthly reimbursements based on allowable expenditures that are actually made, unless otherwise specifically agreed to the contrary in writing. For any activities covered by fixed unit price/performance-based provisions, CONTRACTOR shall be compensated based upon the timely delivery of services included in **Attachment A**, Statement of Work. In no event, will the total compensation and reimbursement, if any, to be paid CONTRACTOR under this Contract, and the interim agreement between the parties dated June 30, 2020, and covering the period from July 1, 2020 to June 30, 2021, exceed the total sum of Four Hundred Thousand Dollars (\$400,000), and further limited to the amounts within each program and category of expenditure in WIOA funds as fully set out in the Contract Budget attached hereto as **Attachment B** and incorporated herein by reference. Provided further, CONTRACTOR acknowledges that COUNTY and the WDB are receiving funds to fund WIOA activities on behalf of the State of North Carolina and the United States Department of Labor and that COUNTY'S obligations to pay any funds is conditional upon receipt of such funds. COUNTY may impose restrictions upon the maintenance of excess cash by Contractor consistent with the restrictions placed upon COUNTY by the State and the United States Treasury Department.
- b. CONTRACTOR, using funds available pursuant to this Contract, shall be fully responsible for the WIOA Cumberland County NCWorks Career Center services and activities as provided for in the Statement of Work attached hereto as **Attachment A** and hereby incorporated by reference as is fully set forth herein.
- c. CONTRACTOR shall be entitled to a ten percent (10%) de minimis Indirect Costs/Administrative Fee rate applied to CONTRACTOR'S actual personnel related costs to include staff wages, fringe benefits, travel, and training, provided that the amount of this Indirect/Administrative Fee shall not exceed Twenty-Nine Thousand, Five Hundred Eighteen Dollars (\$29,518) regardless of the amount determined as the percentage. CONTRACTOR shall be entitled to not more than an additional Twenty-Five Thousand Dollars (\$25,000) for any contracted personnel services (e.g. Security for the Career Center) as part of the personnel costs.
- d. CONTRACTOR shall be entitled to profit calculated by the Determination of Reasonableness of Profit Worksheet, attached hereto as **Attachment C**. The amount of this profit as determined by the Worksheet is five percent (5%) of the actual personnel related costs, including staff wages, fringe benefits, travel, and training. For the calculation of profit, actual personnel costs shall also include up to Twenty-Five Thousand Dollars (\$25,000) for any contracted personnel services (e.g. Security for the Career Center). Earning the profit is subject to performance measures as detailed in the Statement of Work attached hereto as **Attachment A**. The total amount of profit shall not exceed Seventeen Thousand, One Hundred Sixty-Seven Dollars (\$17,167), regardless of the amount determined as the percentage.

5. Approval of Subcontract or Assignability

- a. CONTRACTOR shall not assign any portion of its interests in this Contract, nor shall any of the work or services to be performed under this Contract by CONTRACTOR be subcontracted, without the prior written approval of COUNTY.

6. COUNTY or COUNTY'S ASSIGNEES as Contract Administrator

- a. COUNTY and WDB staff shall perform the administrative, enforcement, oversight, evaluation, and monitoring of this Contract as agents of COUNTY or COUNTY'S assignees; however, CONTRACTOR shall be fully responsible for its compliance with this Contract and all laws, rules, regulations, and guidance applicable to the use of WIOA funding. CONTRACTOR shall not be entitled to rely on COUNTY, COUNTY'S ASSIGNEES, or the WDB for such compliance issues. COUNTY shall have the full authority to assign its responsibilities under this Contract to any third party that COUNTY has determined to be suitable for acting in COUNTY'S stead. As an example, and without limitation, a Council of Governments would be a suitable assignee. All references to COUNTY in this CONTRACT shall include its assignees under this Section.
- b. All notices, reports, and other information including a monthly financial status report shall be sent via e-mail to the WDB through the Director with a copy of said electronic reports sent to [paazam@co.cumberland.nc.us](mailto:paazam@co.cumberland.nc.us).

7. Monitoring by COUNTY

- a. COUNTY shall monitor program, fiscal, personnel, and management activities under this Contract to ensure that performance goals are being met, and that appropriate administrative procedures, controls, and records are maintained, that Contract terms and conditions are being fulfilled, and that personnel and equal employment opportunity requirements are being met. CONTRACTOR for itself and for its sub-recipients does hereby authorize and agree to permit on-site visits by staff of COUNTY, the WDB, the State, and USDOL or their designees, to include private questioning of CONTRACTOR'S employees and participants, and access for review or copying of CONTRACTOR'S or its sub-recipients' records of all programs. CONTRACTOR shall attend and shall require its sub-recipients to attend such meetings as requested by the WDB regarding the monitoring or evaluation of programs.
- b. COUNTY may provide technical assistance to CONTRACTOR and its sub-recipients through periodic discussions and training sessions as COUNTY deems necessary. Notwithstanding any such assistance provided by COUNTY, CONTRACTOR shall be fully responsible for complying with all applicable policy issuances, laws, and regulations.
- c. COUNTY may provide CONTRACTOR with written notification of deficiencies discovered in review of its activities and will endeavor to provide CONTRACTOR with reasonable time to take corrective action regarding deficiencies.
- d. The failure of COUNTY or the WDB staff to discover or notify CONTRACTOR in writing of deficiencies does not relieve CONTRACTOR of its obligation to meet performance standards, maintain sound administrative and fiscal management, ensure equitable personnel policies and non-discrimination, and satisfy statutory, regulatory and Contractual requirements.

## 8. Notification of Fraud or Abuse

CONTRACTOR shall immediately notify COUNTY in writing of any charges or allegations of criminal misconduct, fraud, negligence, or other wrongdoing in connection with the CONTRACTOR'S administration of any program or the activities of any of CONTRACTOR'S sub-recipients or Contractors.

## 9. Maintenance of Records

CONTRACTOR shall maintain all fiscal and program records for periods required by federal regulations, but in no event less than four (4) years from the completion of obligations under this Contract. Should audit proceedings be instituted by COUNTY, the State or USDOL concerning this Contract, CONTRACTOR shall not destroy any records thereof until it is notified in writing that all audits are complete and such records are no longer needed. COUNTY, the State, USDOL, and the Comptroller General of the United States, or any of their designees shall have access to all records of any type of CONTRACTOR or its sub-recipients with regard to funded activities.

## 10. Property

- a. CONTRACTOR acknowledges that all non-expendable property, that is, property with a useful life of more than one year and a unit cost of \$500 or more per unit, and, purchased with funds received under this Contract or made available to CONTRACTOR by COUNTY or the State specifically for a WIOA funded activity, is the sole property of the State. COUNTY may reclaim or relocate non-expendable property hereunder at its discretion, subject to state and federal law. CONTRACTOR, however, may not transfer, relocate or alter the use of any property hereunder without the prior written authorization of COUNTY. CONTRACTOR shall report any non-WIOA use of non-expendable property to COUNTY. In all purchases and dispositions of property, and all other financial transactions, CONTRACTOR shall comply with DWS POLICY STATEMENT NUMBER: PS 20-2017, Change 1, issued January 25, 2019.
- b. CONTRACTOR is responsible for the proper identification, inventory and maintenance of all property under its control. CONTRACTOR shall complete and submit to COUNTY an annual inventory listing, clearly identifying all property obtained with WIOA funds. CONTRACTOR shall permit on-site inspections of all property by COUNTY, the State, USDOL, or their designees. CONTRACTOR shall adhere to all COUNTY and State policies related to the acquisition and disposal of property.
- c. CONTRACTOR shall obtain the prior written approval of COUNTY to initiate any action involving acquisition by purchase, lease or trade, transfer, relation, changed use or disposition of non-expendable property. CONTRACTOR shall not be entitled to recover the costs of acquisition or transfer if such prior written approval is not obtained.
- d. CONTRACTOR shall not acquire real property with funds under this Contract.
- e. CONTRACTOR expressly assigns to the State any right it may acquire by operation of law or otherwise in any property under this Contract. If intangible property on which a patent or copyright is obtainable is developed with funds acquired under this Contract, CONTRACTOR acknowledges and agrees to obtain the acknowledgment of its sub-recipients that the property is work for hire funded by the State, and the State has ownership of such works unless specifically waived in writing by the State.
- f. On completion of the services under this Contract or upon earlier termination of this Contract, all non-expendable property and all expendable property covered by federal regulations shall be

situated, transferred or disposed of according to instructions by the State.

## 11. Reporting Requirements

- a. In the case of reimbursable activities, CONTRACTOR shall furnish the COUNTY with a monthly financial status report in a format designated by COUNTY and set out as the form attached hereto as Attachment identified as Financial Status Report Form attached hereto as **Attachment D**. Such reports shall be furnished not later than the 10<sup>th</sup> workday of the succeeding month. Such reports shall consist of detailed information taken from records and official books of account of CONTRACTOR. In addition, COUNTY, the State, and USDOL may require ad hoc reports for program management.
- b. Requests for payments to CONTRACTOR by COUNTY shall be made each month by the 10<sup>th</sup> workday of the succeeding month by an invoice with adequate supporting documentation in the form set forth as the Services Program Invoice Form attached hereto as **Attachment E**. What constitutes adequate supporting documentation is to be determined by the WDB Director. Invoices that do not comply with this subsection will not be processed for payment until the deficiencies are corrected.

## 12. Supportive Services, PELL Grant Payments, and Other Financial Assistance

- a. Supportive Services provided by CONTRACTOR under this Contract to participants shall not duplicate services provided by public or private sources which are available at no cost to CONTRACTOR and/or participants. Additionally, CONTRACTOR is responsible for documenting a participant's receipt of all financial aid awards and maintaining such documentation. If other financial aid is received by a participant, adjustments to the cost of tuition and books paid through this Contract shall be made accordingly.
- b. CONTRACTOR shall adhere to all federal, State, and COUNTY mandated requirements regarding the use of PELL grant funds and other financial awards in conjunction with WIOA funds.

## 13. Accounting

- a. CONTRACTOR shall maintain complete accounting records to document receipts and expenditures of WIOA funds under this Contract. For cost reimbursement activities, CONTRACTOR shall account separately for the expenses of each activity by cost category as described in the Contract Budget (**Attachment B**). For fixed unit price/performance-based activities, CONTRACTOR shall submit the appropriate documentation as detailed in the Statement of Work (**Attachment A**) for the amount described in the Contract Budget. Program income must be accounted for and reported to COUNTY by the appropriate program year fund allocation, and used during the Contract period to offset the cost of the services provided or such additional income shall be forwarded to COUNTY. Interest income on cash advances of sub-grant funds shall also be accounted for as additional program income and reported accordingly.
- b. All accounting records should be maintained in accordance with Uniform Guidance Requirements set out in 2 CFR 200, 215, 225, and 230, including any exceptions identified by the Department of Commerce at 2 CFR part 2900, the NC Local Government Budget and Fiscal Control Act, Federal and State Certifications and Assurances, State Policy Issuances, other applicable OMB Circulars and administrative provisions, implementing regulations, and Generally Accepted Accounting Principles.

## 14. Rights in Documents, Materials, and Data Produced

CONTRACTOR agrees that all reports and other data prepared by and for it under the terms of this Contract shall be delivered to, become, and remain the property of COUNTY or its assigned designee upon termination or completion of the work. Both COUNTY and CONTRACTOR shall have the right to use it without restriction or



limitation and without compensation to one another. For the purposes of this Contract, data includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports of the documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of CONTRACTOR.

#### 15. Interest of CONTRACTOR

CONTRACTOR covenants that neither CONTRACTOR nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its services hereunder, or which would prevent, or tend to prevent, the satisfactory performance of CONTRACTOR'S service hereunder in an impartial and unbiased manner. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR as an agent, sub-contractor, or otherwise.

#### 16. Interest of Officers and Employees of COUNTY and Others

No officer, member or employee of COUNTY or the WDB, and no public official of any local government which is affected in any way by the WIOA activities, shall participate in any decisions relating to this Contract which affects his or her personal interest or in the interest of any corporation, partnerships, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Contract or the proceeds arising therefrom.

#### 17. Location of Services

CONTRACTOR shall co-locate its employees providing services pursuant to this Contract at a location designated by COUNTY. It is the intent of COUNTY that said employees shall be co-located with employees of COUNTY serving as staff for the WDB and the Cumberland County NCWorks Career Center, to include employees of the North Carolina Department of Commerce's Divisions of Workforce Solutions and Services.

#### 18. Maintenance of Effort

CONTRACTOR sponsored training in existence prior to the initiation of this Contract shall be continued and may not be reduced in any way as a result of this Contract except for reduction unrelated to the provisions or purposes of this Contract. CONTRACTOR agrees that implementation of this Contract will not result in the displacement of employed workers or impair existing Contracts for services or result in the substitution of federal or other funds in connection with work that would otherwise be performed.

#### 19. Nepotism

CONTRACTOR agrees for itself and its subcontractors that no two members of an immediate family shall be employed within the same agency if such employment will result in one supervising a member of his/her immediate family, or in one occupying a position which has influence over the other's employment, promotion, salary administration, and other related management or personnel considerations. Immediate family is described as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, or stepfather. This section shall also apply to the governing boards for CONTRACTOR, CONTRACTOR staff, and sub-contractor staff involved in WIOA activities.

#### 20. Complaints and Hearings

- a. CONTRACTOR shall have a complaint and hearing procedure for complaints and grievances by its employees,

participants, and other persons. The procedure may involve investigations by CONTRACTOR and shall result in an impartial hearing within 30 days and a written decision within 60 days after receipt of the formal complaint.

- b. COUNTY shall have a complaint and hearing procedure for complaints and grievances as set out in Policy Letter #11, Nondiscrimination/Equal Opportunity Standards and Complaint Procedures adopted by the Cumberland County Workforce Development Local Area. The procedures shall be conducted under and governed by that Policy Letter #11 and the provisions of 04 NCAC 20C. As to complaints and appeals governed by this paragraph, COUNTY shall have authority to investigate and make findings, determinations and orders, including orders imposing corrective conditions and ordering sanctions, after the opportunity for a hearing. Where permitted under this Contract or by law, sanctions and conditions may be imposed prior to an oral hearing in an emergency.
- c. COUNTY may, on its own complaint, initiate an investigation and conduct a hearing on any activity under this Contract.
- d. The complaint and hearing procedure hereunder will comply with WIOA, the regulations thereunder, and with the provisions of 04 NCAC 20C.
- e. CONTRACTOR shall designate a hearing officer and provide each participant with a copy of CONTRACTOR'S complaint and hearing procedure including the names and addresses of CONTRACTOR'S hearing officer, and the hearing officer of COUNTY.

## 21. Protests, Disputes, and Claims

Except as otherwise provided in this Contract, any protest, dispute, or claim, concerning a question of fact arising under this Contract which is not disposed of by agreement shall be resolved by COUNTY through its Director, who shall issue a written determination and mail or otherwise furnish a copy to CONTRACTOR. The decision of COUNTY'S Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to COUNTY a written appeal. Any appeal under this section shall be determined by COUNTY through its County Manager, who shall issue a written determination and mail or otherwise furnish a copy to CONTRACTOR. The decision of the County Manager shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or as grossly erroneous as to imply bad faith or not to have been supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of a dispute, CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the COUNTY'S decision.

## 22. Indemnity and Insurance

- a. CONTRACTOR shall indemnify and save harmless COUNTY from and against any and all claims, losses, costs, damages, expenses, judgments or liabilities caused or arising through CONTRACTOR'S performance of this Agreement including, without limitation, negligent or other wrongful acts or omissions, accidents or other occurrence causing bodily injury, including death, sickness, and disease to any person, damage or destruction to property, real or personal, and sexual misconduct by CONTRACTOR and its employees and agents.
- b. CONTRACTOR shall provide COUNTY written notice, in the form of Certificates of Insurance, for all insurance required by the RFP or by law. CONTRACTOR shall require its insurers to provide COUNTY written notice of any cancellation or lapse in coverage of said insurance immediately upon said lapse or cancellation.



## 23. Audit

CONTRACTOR agrees to have completed a fiscal and compliance audit covering the appropriate period of the Contract and submit a copy to COUNTY within 30 days after CONTRACTOR receives its completed audit but no later than six months from the end of the audit period. An independent firm of Certified Public Accountants or the State Auditor shall perform the audit. The audit of the Contract shall include additional statements of WIOA revenues and expenditures as of June 30<sup>th</sup> when CONTRACTOR has a fiscal year other than June 30<sup>th</sup> and for the entire Contract period when it has been performed during more than one fiscal year. WIOA grant funds may be used to pay the costs of such audit. The audit should include, at a minimum, an accountant's opinion, a balance sheet, a statement of revenues, expenditures, and fund balance, an opinion letter and a management letter, a Schedule of Federal and State Financial Assistance, Compliance Report, and Internal Control Report. The examination must be made in accordance with Generally Accepted Accounting Practices and the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting office. CONTRACTOR audits will have all findings and questioned costs (including a note about all payables to and unearned receipts from WIOA) in the Compliance Section of the Audit. Furthermore, to ensure compliance with GS 159-40, non-profit corporations or organizations receiving funds under this Contract of \$1,000.00 or more and not exempted by Section 1(d) of GS 159-40, are required to file a copy of the independent audit report with the Office of the State Auditor. Also, audits of CONTRACTOR performed by the Office of the State Auditor or USDOL directly may satisfy the requirements of this paragraph. COUNTY under State mandate may unilaterally impose additional reasonable conditions on audit activity.

## 24. Audit Resolution and Disallowed Costs

In the event COUNTY, State, or USDOL disallows any expenditures of funds made by CONTRACTOR under this Contract, CONTRACTOR shall within 10 days reimburse such funds to COUNTY from non-federal funds, after attempted resolution of the disallowed costs under the procedure described in this section.. This procedure allows CONTRACTOR a 30-days' comment period after receipt of the final audit disallowing any expenditures of funds. Within 30 days after the comment period, COUNTY will issue an initial determination stating disallowed costs, then CONTRACTOR will have 60 days to produce documentation attesting to the allowability of the costs, request a hearing, or otherwise seek a settlement of the disallowed costs. At the end of the 120 days, a final determination will be issued stating all disallowed costs that shall be reimbursed. COUNTY may, in the case of CONTRACTOR'S default or actions which COUNTY believes are not in good faith by CONTRACTOR, withhold future payments under this or any other Contract with CONTRACTOR or impose other sanctions until the disallowed costs are resolved. If interest on disallowed costs accrues to COUNTY or the State, CONTRACTOR shall also be liable for such interest charges.

## 25. Contract Closeout

Within 30 days from the ending or termination of this Contract, CONTRACTOR shall submit to COUNTY a final performance report, financial report, closeout document, and a reimbursement for WIOA funds received in excess of final expenditures. Receipt of the closeout documents will complete all transactions under this Contract except for property maintenance, audit, and audit resolution. No later than the date the final performance report is due, CONTRACTOR shall return to COUNTY all property purchased hereunder and any and all unexpended and surplus funds CONTRACTOR obtained pursuant to this Contract.

## 26. Changes

Any changes in the terms of the Agreement must be in writing and signed by both parties to be effective, except if necessitated by unavailability of or reduction in funding.

## 27. Contracting Period

The Contracting period shall be as stated in Section 3 (Time of Performance). As stated in the RFP, COUNTY shall have the option of extending this Contract for two additional one-year terms. COUNTY shall give CONTRACTOR written notice of its intent to renew, including any additional provisions which COUNTY determines necessary to include in this Contract for the renewal period, no less than 60 days prior to the expiration of said period. If COUNTY elects to renew, CONTRACTOR shall respond within 30 days of said notice with any requests for exceptions or changes to the original Contract terms and any additional provisions provided by the COUNTY. If there are no exceptions noted, this Contract, including said additional provisions, shall be renewed for the additional term.

## 28. Termination of the Contract

- a. If through any fault of its own, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the material covenants, agreements, representations or stipulations of this Contract, COUNTY shall have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished documents and other materials collected or produced under this Contract shall, at the option of COUNTY, become its property. CONTRACTOR shall be entitled to receive just and equitable compensation for any work performed in accordance with this Contract, except for the extent such work must be duplicated in order to complete the Contract. Notwithstanding the foregoing, CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Contract by CONTRACTOR, and COUNTY may withhold payment of any additional sums as security for payment of damages caused by CONTRACTOR's breach, until such time as the exact amount of the damages resulting from such breach is determined.
- b. CONTRACTOR shall repay to COUNTY within 30 days of termination of the Contract any cash advances paid to CONTRACTOR by COUNTY which exceed actual expenditures for work performed in accordance with this Contract. CONTRACTOR shall work closely with COUNTY in the liquidation and recovery of unexpended funds.
- c. COUNTY may unilaterally terminate or modify this Contract if necessitated by unavailability of or reduction in funding, and/or non-performance by CONTRACTOR.
- d. CONTRACTOR shall have the right to terminate this Contract if COUNTY breaches any of the material covenants, agreements, representations, or stipulations of this Contract and has failed to correct such breach within 30 days after receiving written notification from CONTRACTOR of the breach. Upon termination, COUNTY shall not be relieved of its duty to pay CONTRACTOR for services performed in accordance with the Contract and prior to the effective date of termination.

## 29. Applicable Law and Regulations; Incorporated Documents: Definitions

- a. All applicable provisions of federal law, to include the Code of Federal Regulations, mentioned or referenced in this Contract or any guidance on federal requirements applicable to the administration of the programs under this Contract and the expenditure of the funds to administer those programs under this Contract which are provided by the State or the USDOL to COUNTY or CONTRACTOR shall govern this Contract and CONTRACTOR is obligated to comply with all applicable provisions.
- b. All applicable provisions of Title 4, Chapter 20, of the North Carolina Administrative Code shall govern this Contract to the same extent as if all references to the "JTPA" in that Chapter shall mean the "WIOA" and CONTRACTOR is obligated to comply with all applicable provisions.

- c. The following documents are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents is a condition of this Contract:
  - i. all applicable regulations, orders, circulars, issuances and guidance issued by the State or any federal agency which are in place at the time this Contract commences or are issued during the term of this Contract;
  - ii. Attachment A, "Statement of Work;"
  - iii. Attachment B, "Contract Budget;"
  - iv. Attachment C, "Determination of Reasonableness of Profit Worksheet;"
  - v. Attachment D, "Financial Status Report Form;"
  - vi. Attachment E, "Services Program Invoice Form;"
  - vii. the RFP and all the attachments thereto as described in Section 2; and
  - viii. the Proposal and all the attachments thereto as described in Section 2.
- d. All definitions included in the Act and the regulations promulgated under the Act, in other applicable federal statutes, regulations, circulars and directives, and in applicable sections of the North Carolina General Statutes and the North Carolina Administrative Code are incorporated herein by reference, whether defined at the time of this Contract or at any time during the period of the Contract.
- e. Whenever WIOA and the regulations promulgated thereunder permit or require the Governor or the State to define certain words or phrases, or whenever the State or COUNTY determines that a definition is necessary, the State or COUNTY may define such words or phrases by issuance, rule, directive, bulletin or instruction, and such definitions shall be incorporated herein by reference.
- f. The parties are bound by any changes in federal and state law that occur after the Contract commences. CONTRACTOR shall notify COUNTY of any need to make budget transfers or adjustments to the Contract Budget required by any changes in law. Any requested changes to the Contract Budget must be made with an explanation in writing and must be approved by COUNTY in writing.

### 30. Severability; Enforcement by COUNTY

- a. In the event any provision of this Contract shall be considered unlawful or without effect by any court with jurisdiction, it shall be considered severable and shall not affect the remainder of the Contract.
- b. COUNTY shall have the discretion to enforce any provision of this Contract and to select from among its remedies under this Contract and at law for any breach of the Contract by CONTRACTOR. The failure of the COUNTY to enforce a provision shall not constitute waiver of the provision or the Contract.

### 31. Force Majeure

The performance of this Contract may be delayed and/or suspended by any act of God, war, civil disorder, employment strike, hazardous or harmful condition, declaration of emergency by the State or local government, any alleged criminal or reckless act not caused by CONTRACTOR, its employees, agents, and sub-contractors, or other cause beyond the control of either party ("Force Majeure Event"). Should performance under this Contract be delayed and/or suspended due to any Force Majeure Event, neither party shall be held liable for any default, damage, and/or breach of Contract resulting therefrom.

### 32. Notices

Written notices required by this Contract shall be directed to the following representatives:

Cumberland County Workforce Development Board  
ATTN: \_\_\_\_\_  
410 Ray Avenue  
Fayetteville, North Carolina 28301

CONTRACTOR  
ATTN: \_\_\_\_\_  
410 Ray Avenue  
Fayetteville, North Carolina 28301

Or to such other persons and such other addresses as one of the above parties may designate in writing.

33. Order of Precedence of Attachments

In the event of a conflict between this Contract and its attachments, this Contract shall have precedence over all attachments.

34. Entire Contract

This is the entire agreement between the parties and there are no terms or conditions relative to this matter except those specifically set forth herein; time of completion and performance is of the essence in this Contract.

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

County of Cumberland

Two Hawk Workforce Services, LLC

\_\_\_\_\_  
W. Marshall Faircloth, Chair  
Board of Commissioners

\_\_\_\_\_  
Harvey Godwin, Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
FINANCE DIRECTOR

\_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

**PY20/FY21 STATEMENT OF WORK FOR THE PROVISION OF  
ONE STOP OPERATOR SERVICES IN AN INTEGRATED DELIVERY SYSTEM**

**PROGRAMS AND FUNDING TO INCLUDE:**

- THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ONE STOP  
OPERATOR/CAREER CENTER MANAGEMENT

**FOR THE PERIOD OF JULY 1, 2020 – JUNE 30, 2021 (PY20/FY21)**

**Scope of Program:**

CONTRACTOR will be a major part of the Cumberland County NCWorks Career Center that serves citizens in the preparation, training, and obtainment of jobs. Within that role, CONTRACTOR is responsible for ensuring that the integrated service delivery system at the Cumberland County NCWorks Career Center complies with the Cumberland County Workforce Development Board (CCWDB) policies related to oversight and implementation of the one-stop delivery system. Additionally, CONTRACTOR will select an individual to be the Career Center Manager. The Career Center Manager is responsible for coordinating the service delivery of required one-stop partners and service providers and for ensuring that the service delivery system at the one-stop center fully incorporate the products, protocols, and quality standards that conform to the CCWDB Local Area Plan. The Career Center Manager's roles and responsibilities include, but are not limited to, the following:

1. Performing the specific responsibilities designated by the CCWDB in carrying out the Local Area Plan and integration initiatives.
2. Working with required partners within the Cumberland County NCWorks Career Center and/or system to function as a team to implement a fully integrated, system wide service delivery model.
3. Implementing the one-stop system policies and standards that operationalize the local WIOA Memorandum of Understanding for further integration efforts.
4. Continuously strive to achieve shared ownership for success of the customer and the system.
5. Collaborate with partners to benefit a range of jobseekers and workers, particularly those needing skill development opportunities to successfully attain their immediate and long-range employment goals.
6. Ensure that the one-stop center and affiliate partner staff and management share a common knowledge of the one-stop system, labor market, service providers, and partner programs, in addition to having expertise in the programs they operate.
7. Contribute to collective accountability for achieving system outcomes, in addition to an individual partner programs' outcome.
8. Ensure universal access for job seekers, workers and employers.

9. Serve as the liaison with CCWDB on various initiatives and ensuring monthly reports and updates to the CCWDB regarding financial status, performance measures and system performance and results as well as an update on partner relationships.
10. Respond to customer and community needs and inquiries.

The Career Center Manager is expected to use a decision-making model to ensure that the needs and interest of the one-stop center, affiliates and system are being met while also ensuring compliance with all laws, regulations, and policies that govern the one-stop system. The Career Center Manager will call and lead team meetings as needed.

The CCWDB will exercise its leadership and oversight role of the one-stop delivery system by formalizing a reporting mechanism that will hold the operator accountable for meeting CCWDB expectations regarding roles, responsibilities and outcomes. The Career Center Manager will report to the CCWDB on progress made toward meeting expectations.

**Career Center Goals:** It is the expectation of this contract to take the lead role in in meeting the Career Center goals in conjunction with the WIOA Title I Service Provider (Two Hawk Workforce Services), DWS staff and partner agencies. The top priority for the Career Center and its associated contracts is the placement of customers into unsubsidized employment/placement of which the wage rate meets or exceeds the livable wage rate for living in Cumberland County, North Carolina. A living wage is the approximate income needed to meet a family's basic needs and enables an individual/family to achieve financial independence while maintaining housing and food security. Accountability of meeting Career Center goals will be the responsibility of all agencies' equally in the Career Center.

The tables listed below represent the minimum expected performance measures for this contract. These measures are based on the State's negotiated performance goals.

#### *Performance Measures*

	Title I – Programs					
	Adult		Dislocated Worker		Youth	
	PY 2020	PY 2021	PY 2020	PY 2021	PY 2020	PY 2021
Employment (Second Quarter after Exit)	72.0%	73.0%	62.0%	63.0%	65.0%	65.5%
Employment (Fourth Quarter after Exit)	70.0%	70.5%	64.0%	63.0%	68.0%	69.0%
Median Earnings (Second Quarter after Exit)	\$5,400	\$5,700	\$6,900	\$7,100	\$3,100	\$3,250
Credential Attainment Rate	46.0%	46.0%	59.0%	59.6%	52.3%	53.0%
Measurable Skill Gains	40.0%	42.5%	49.5%	51.0%	44.5%	47.0%

	<b>Title III - Program</b>	
	<b>Wagner-Peyser</b>	
	PY 2020	PY 2021
Employment (Second Quarter after Exit)	72.0%	72.7%
Employment (Fourth Quarter after Exit)	70.0%	70.7%
Median Earnings (Second Quarter after Exit)	\$4,500	\$4,550

<b>PARTICIPANT NUMBERS</b>	<b>PY20 Total Served</b>
WIOA Adult	237
WIOA Dislocated Worker	111
WIOA In School Youth	30
WIOA Out of School Youth	110
Special Grants (to include Finish Line Grants)	25 new enrollments

The Career Center Manager will also be responsible for ensuring compliance with Career Center Performance Measures as determined by the Division of Workforce Solutions (DWS) and the NCWorks Commission. The Career Center Manager will be responsible for reviewing, developing, and implementing procedures that ensure continuous improvement of Career Center operations that will provide all job seekers, businesses, and partners with high quality training, career, and supportive services as required for success. The Career Center Manager will be responsible for determining a method to track and report on the impact of these services as demonstrated through continuous improvement of quality customer services, to include customer flow and Integrated Service Delivery, partner engagement/referrals, and business services relations.

CONTRACTOR will work with the WIOA Title I Services Provider (Two Hawk Workforce Services) to ensure that a continuous level of service is provided to the citizens of Cumberland County for the entire length of this contract.



## **Customer Flow and Building Redesign**

CONTRACTOR will work with Career Center partnering agencies, to include the WIOA Title I Service Provider (Two Hawk Workforce Services), to develop recommendations to improve the customer flow through the Cumberland County NCWorks Career Center, increase the efficiency and effectiveness of the Career Center services, and enhance the value received by customers from their experience with the Career Center and their receipt of Center services. This process will include the identification of the optimal building design and size to facilitate the required Career Center services.

## **Reporting Requirements and Responsibilities to the Workforce Development Board**

Performance data must be provided to the County Workforce staff on a monthly basis, and must include the number of enrollments, number receiving training, and the common performance measures. In addition, financial and ad-hoc reports may be requested. These reports shall include cumulative numbers as well as activities since the last report.

A CONTRACTOR representative must attend Workforce Development Board meetings, Youth Council meetings and special called meetings, as announced by the Workforce Development Board Chair, to present written reports and answer questions from Board members.

The Career Center Manager will foster and promote Career Center written nominations for outstanding participants, employers, and partners for recognition and submission to the annual State Workforce Conference and related events. A minimum of at least four submissions is required for each participant category:

- Younger Youth (14 – 17 years of age)
- Young Adult (18 – 25 years of age)
- Adult
- Dislocated Worker
- Employer
- Innovative Partnership
- Workforce Development Professional

## **Monitoring**

The files and staff shall be available to the County Workforce Staff and to the State staff for monitoring reviews. CONTRACTOR will have 10 workdays from the receipt of any monitoring report or request for additional information to provide a response or a written corrective action plan. The monitoring will include file reviews, performance reviews, and measures of customer satisfaction and business services.

## **Coordination with Other Agencies**

CONTRACTOR Workforce Services will work with other local and state agencies to create cross-referral system to enhance services offered. CONTRACTOR will make presentations to community groups and agencies, such as Vocational Rehabilitation and the Department of Social Services, to further the understanding of each partner's capabilities and roles. Cross-referrals and presentations to community groups and other partnering agencies will be tracked and reported to the Workforce Development Board at their next meeting.

The Career Center Manager will develop an annual training plan and conduct staff professional development training weekly within the Career Center. Training will be offered to staff of partnering agencies as well.

### **Additional Requirements for CONTRACTOR**

CONTRACTOR will submit timely invoices by the close of business on the tenth workday of the month following the month that services are invoiced. These invoices shall be complete, accurate, and contain any and all applicable documentation to support the reported expenditures. CONTRACTOR will provide a full job description for each staff person and how that position participates with the Integrated Services Team.

TWO HAWK WORKFORCE SERVICES, LLC

By:

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Harvey Godwin, Member Manager

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Date

**PY20/FY21 CONTRACT BUDGET FOR THE PROVISION OF ONE STOP  
OPERATOR SERVICES IN AN INTEGRATED DELIVERY SYSTEM**

One Stop Operator		
Budget Item	Original Budget	
A. Personnel Expenditures	\$230,287	
B. Operating Expenditures	123,028	
C. Indirect Costs	29,518.20	
D. Profit/Management Fee	17,166.66	
<b>Total Personnel &amp; Operating</b>	<b>\$400,000.00</b>	
<b>GRAND TOTAL:</b>	<b><u>\$400,000.00</u></b>	<b>-</b>



## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/16/2020**

**SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (1 VACANCY)**

#### **BACKGROUND**

The Cumberland County Workforce Development (WFD) Board has the following one (1) vacancy:

##### Representative of Business:

Phillip Perrier – Resigned. The Workforce Development Board recommends **Melissa Pennington** to fill the unexpired term. (See attached)

The information sheet, current membership roster and applicant list for the Workforce Development Board are attached.

#### **RECOMMENDATION / PROPOSED ACTION**

**Nominate individual to fill the one (1) vacancy above.**

#### **ATTACHMENTS:**

Description	Type
CC Workforce Development Board Nomination Backup Information	Backup Material

## **Cumberland County Workforce Development Board**

The Cumberland County Workforce Development Board promotes the full development and utilization of the state's employment and training resources.

### **Member Specifications:**

Members with Specific Categories:

- Representative of Business
- Representative of Workforce
- Representative of Education/Training
- Representative of Economic Development
- Representative – Other
- Representative of Labor

**Term:** 3 Years

**Compensation:** None

### **Duties:**

Works to develop employment and training programs for the residents of Cumberland County.

**Meetings:** Third Tuesday of every other month at 11:00 AM

**Meeting Location:** Meeting take place at various locations

**Kellie Beam**

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**Subject:** Recommendation

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**From:** Cynthia McKoy <cmckoy@co.cumberland.nc.us>  
**Sent:** Wednesday, September 2, 2020 11:04 AM  
**To:** Kellie Beam <kbeam@co.cumberland.nc.us>  
**Subject:** Recommendation

The Workforce Development Board recommends

Melissa Pennington to be appointed as Representative of Business.

With Kind Regards,

*~Cyndi*

**Cynthia M. McKoy**  
Administrative Coordinator  
**Cumberland County Workforce Development Board**  
**Email** | [cmckoy@co.cumberland.nc.us](mailto:cmckoy@co.cumberland.nc.us)  
**Phone** | 910.678.7716  
**Address** | 414 Ray Ave  
Fayetteville, NC 28301  
**Visit us on Social Media:**  
[Facebook](#) | [Twitter](#) | [Instagram](#)



Visit Our Website at: <https://www.ncworks.gov>



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CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD  
(FORMERLY, PRIVATE INDUSTRY COUNCIL)  
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
<b>VACANT</b> (Vacated by A. Florez)	11/17	1st	Oct/20 10/31/20	Yes
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031	6/18	1st	Jun/21 6/30/21	Yes
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 <a href="mailto:DPOTTS@TCFEB.COM">DPOTTS@TCFEB.COM</a>	11/17	1st	Oct/20 10/31/20	Yes
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 <a href="mailto:NSMEHTA@5POINTSNC.COM">NSMEHTA@5POINTSNC.COM</a>	6/18	1st	Jun/21 6/30/21	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Jennifer Watson 1638 Owen Drive Fayetteville, NC 28306 832-499-1121/615-4922 <a href="mailto:JWATSON@CAPEFEARVALLEY.COM">JWATSON@CAPEFEARVALLEY.COM</a>	8/19	1st	Feb/22 2/28/22	Yes
(serving unexpired term; eligible for one additional term)				
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/19	2nd	Feb/22 2/28/22	No
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 <a href="mailto:Mark.wilderman@yahoo.com">Mark.wilderman@yahoo.com</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes



Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/19	2nd	Feb/22 2/28/22	No
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306 808-282-4125/307-9123 <a href="mailto:Sherri.turner@firstcitizens.com">Sherri.turner@firstcitizens.com</a>	2/19	1 <sup>st</sup> full term	Feb/22 2/28/22	Yes
Eric Buck (W/M) 2825 Sand Trap Ln Hope Mills, NC 28348 281-235-4582/630-5222 <a href="mailto:Eric_buck@goodyear.com">Eric_buck@goodyear.com</a>	8/19	1 <sup>st</sup> full term	Oct/22 10/31/22	Yes
<b>VACANT</b> (Vacated by P. Perrier)	8/19	1 <sup>st</sup> full term	Sep/22 9/30/22	Yes
Chas L. Sampson (B/M) 712 Hinterland Lane Spring Lake, NC 28390 571-289-0476/202-999-6310 <a href="mailto:info@oursevenprinciples.com">info@oursevenprinciples.com</a>	8/19	1 <sup>st</sup> full term	Oct/22 10/31/22	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	8/19	2nd	Oct/22 10/31/22	No
<u>Representative of Workforce:</u>				
<b>VACANT</b> (Vacated by C. Bennett)	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/19	2nd	Aug/22 8/31/22	No
<b>VACANT</b> (Vacated by D. Servie)	9/16	1 <sup>st</sup>	Sep/19 9/30/19	Yes

Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Education/Training:</u>				
Dr. Mark Sorrells (W/M) 908 Calamint Lane Fayetteville, NC 28305 678-8370/252-955-4064 <a href="mailto:sorrellm@faytechcc.edu">sorrellm@faytechcc.edu</a>	6/19	1st	June/22 6/30/22	Yes
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 <a href="mailto:robert@fayedc.com">robert@fayedc.com</a>	8/17	1st	Aug/20 8/31/20	Yes
<u>Representative – Other:</u>				
Nora Armstrong (W/F) 5734 Archer Road Hope Mills, NC 28348 910-578-4849/910-483-7727 <a href="mailto:narmstro@cumberland.lib.nc.us">narmstro@cumberland.lib.nc.us</a>	12/19	1st	Dec/22 12/31/22	Yes
Dr. J. Lee Brown (B/M) 1200 Murchison Road Fayetteville, NC 23801 672-1592/757-285-0483 <a href="mailto:Jbrown84@uncfsu.edu">Jbrown84@uncfsu.edu</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes
<u>Representative of Labor:</u>				
Anthony D. McKinnon Sr. 611 Longwood Place Fayetteville, NC 28314 491-7873/202-285-5752/323-1172 <a href="mailto:tonydmckinnonsr@gmail.com">tonydmckinnonsr@gmail.com</a>	8/19	1 <sup>st</sup>	Aug/22 8/31/22	Yes

Vainette Walker  
North Carolina Department of Human Resources  
Division of Vocational Rehabilitation Services  
155 Eastwood Avenue  
Fayetteville, NC 28301

(unlimited term - replaced by state agency)

John Lowery  
NC WORKS Career Center  
414 Ray Avenue  
Fayetteville, NC 28301

(unlimited term – replaced by state agency)

Contact: Cyndi McKoy (Administrative Support) 678-7716 [cmckoy@co.cumberland.nc.us](mailto:cmckoy@co.cumberland.nc.us)

Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, FTCC General Classroom Building Room 114, 2817 Ft Bragg Rd

Name Changed to Cumberland County Workforce Development Board, November 1995  
The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BECKLEY, TAMMY (W/F) 4341 PRODUCTION DRIVE FAYETTEVILLE NC 28306 NO PHONE # LISTED <a href="mailto:T.BECKLEY@NITTA.GELATIN.COM">T.BECKLEY@NITTA.GELATIN.COM</a>	HR GENERALIST NITTA GELATIN	SOME COLLEGE

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: REPRESENTATIVE OF***

BROWN, CURTIS L. SR. (B/M) 249 PUDDINGSTONE DRIVE FAYETTEVILLE NC 28311 987-0173/420-4377/420-0133 <a href="mailto:CURTIS@EAGLETCG.COM">CURTIS@EAGLETCG.COM</a>	VETERAN TRANSITIONING CONSULTANT EAGLE TALENT CAREER GROUP	BA
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Graduate-County Citizens' Academy: YES  
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: REPRESENTATIVE OF BUSINESS, REPRESENTATIVE OF EDUCATION/TRAINING***

COBB, CLYDE (B/M) PO BOX 43911 FAYETTEVILLE, NC 28309 808-349-4165/785-1206 <a href="mailto:CLYDE.T.COBB165@GMAIL.COM">CLYDE.T.COBB165@GMAIL.COM</a>	OWNER SELF-EMPLOYED	HS/COLLEGE
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Graduate-County Citizens' Academy: YES  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: US ARMY ADVANCED LEADERSHIP COURSE

***CATEGORY: REPRESENTATIVE OF BUSINESS***

GIRAUD, CHAR'KARIA D. (B/F) 1632 MAN O WAR DRIVE HOPE MILLS NC 28348 629-255-6008/396-1017 <a href="mailto:CHARKARIA.GIRAUD@GMAIL.COM">CHARKARIA.GIRAUD@GMAIL.COM</a>	ACCOUNTANT DEPT OF DEFENSE	BACHELORS
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: YES  
Graduate-Leadership Fayetteville: YES  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF BUSINESS***



**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 2**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>GRICE, KIMBERLY (B/F)</b> 351 WAGONER DRIVE STE 402 FAYETTEVILLE NC 28301 910-303-6917 <a href="mailto:KGRICE@AUTISMSOCIETY-NC.ORG">KGRICE@AUTISMSOCIETY-NC.ORG</a> 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 <b>CATEGORY: REPRESENTATIVE OF BUSINESS &amp; GENERAL PUBLIC</b>	<b>EMPLOYMENT SERVICES COORDINATOR</b> <b>AUTISM SOCIETY OF NC</b>	<b>MS-HUMAN SVCS</b> <b>BACHELORS</b>
<b>HAMILTON, ROBERT (W/M)</b> 6001 DUNBRIDGE DR FAYETTEVILLE NC 28314 336-430-6329/250-3025 <a href="mailto:ROBERT@CERBERUSBRANDS.COM">ROBERT@CERBERUSBRANDS.COM</a> 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 <b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>	<b>MARKETING AGENCY OWNER</b> <b>CERBERUS BRANDS</b>	<b>BA-HISTORY</b>
<b>HOLMES, KIM (B/F)</b> 3549 SANDEROSA RD FAYETTEVILLE NC 28312 824-1000/223-4442 <a href="mailto:KIMHOLMES2@GMAIL.COM">KIMHOLMES2@GMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>CUSTOMER SERVICE CALLCENTER</b> <b>PUBLIC WORKS COMMISSION</b>	<b>SOME COLLEGE</b>
<b>LASHLEY, DR. TRACIE HINES (B/F)</b> 1540 EPIC WAY HOPE MILLS NC 28348 922-4575/432-4165 <a href="mailto:TRACIE@DRTRACIELASHLEY.COM">TRACIE@DRTRACIELASHLEY.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: JOHN MAXWELL TEAM <b>CATEGORY: GENERAL PUBLIC</b>	<b>CHIEF, CYBER COMPLIANCE BRANCH</b> <b>DEPT OF DEFENSE; WEBSTER UNIVERSITY</b>	<b>DOCTORATE</b>

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 3**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
LIGHTBURN, LYNDIA R. (B/F) 5205 ROCKINGHAM ROAD FAYETTEVILLE NC 28311 568-2422/424-4536 <a href="mailto:LITCOACH3@GMAIL.COM">LITCOACH3@GMAIL.COM</a>	READING TEACHER CUMBERLAND MILLS ELEMENTARY	MASTERS-EDUCATION

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: REPRESENTATIVE OF EDUCATION/TRAINING***

MCNEILL, TREVONE (B/M) 8436 ENGLISH SADDLE DRIVE FAYETTEVILLE NC 28314 910-391-1726 <a href="mailto:FDECYP@GMAIL.COM">FDECYP@GMAIL.COM</a>	CHILDCARE SELF EMPLOYED	ASSOCIATES/BA
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: YES  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF BUSINESS***

MOORE, BENJAMIN (B/M) 5419 CEDAR CREEK RD FAYETTEVILLE NC 28312 804-593-8237/433-1657 <a href="mailto:BMOORE@CI.FAY.NC.US">BMOORE@CI.FAY.NC.US</a>	ENGINEERING SPECIALIST II CITY OF FAYETTEVILLE	COLLEGE LISTED
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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: CITY OF FAYETTEVILLE LEADERSHIP ACADEMY

***CATEGORY: REPRESENTATIVE OF ECONOMIC DEVELOPMENT***

PALMER, REV DWIGHT E JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE NC 28314 868-2575/476-0799/892-6405 <a href="mailto:DEPALMERJR@YAHOO.COM">DEPALMERJR@YAHOO.COM</a>	GENERAL SALES MANAGER DORMAN CADILLAC-GMC	BA MBA
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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: REPRESENTATIVE OF BUSINESS***



**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 4**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
PENNINGTON, MELISSA (H/F) 3931 BROOKGREEN DRIVE FAYETTEVILLE, NC 28304 910-364-2345 <a href="mailto:MELISSA.PENNINGTON@ME.COM">MELISSA.PENNINGTON@ME.COM</a> 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	HR DIRECTOR PHASE CHANGE ENERGY SOLUTIONS	MBA/BA
<b>CATEGORY: REPRESENTATIVE OF BUSINESS &amp; GENERAL PUBLIC</b>		
PLATER, J RAY SR. (B/M) 4805 WADE STEDMAN RD WADE NC 28395 723-2461/489-8628 <a href="mailto:JPLATER@E2GP.NET">JPLATER@E2GP.NET</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	PRESIDENT BUSINESS OWNER EXTENSION ENTERPRISE GROUP	MBA, MS
<b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>		
PROCTOR, JENNY (W/F) 3086 CRICKET ROAD FAYETTEVILLE NC 28306 818-5246/433-6762 <a href="mailto:JENNY@FAYBIZ.COM">JENNY@FAYBIZ.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	DIRECTOR OF COMMUNITY RELATIONS GREATER FAYETTEVILLE CHAMBER	BS-BUSINESS ADMIN
<b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>		
RIVERA, HENRY (H/M) 850 JEREMIAH STREET STEDMAN NC 28391 508-837-0420/580-0178/567-2625 <a href="mailto:RIVERAHENRY64@YAHOO.COM">RIVERAHENRY64@YAHOO.COM</a> 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	OCCUPATIONAL SAFETY & HEALTH TRI STATE	BACH-PSYCHOLOGY MASTERS
<b>CATEGORY: REPRESENTATIVE OF BUSINESS/REPRESENTATIVE OF EDUCATION</b>		

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 5**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>THOMPSON, LYNNDORA (B/F)</b> 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 <a href="mailto:LYNNDORATHOMPSON3@GMAIL.COM">LYNNDORATHOMPSON3@GMAIL.COM</a> 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 <b>CATEGORY: GENERAL PUBLIC</b>	UNEMPLOYED	BA, MA
<b>TREGO, DAVID (W/M)</b> 1041 WILD PINE DRIVE FAYETTEVILLE NC 28312 910-223-4001 <a href="mailto:DAVID.TREGO@FAYPWC.COM">DAVID.TREGO@FAYPWC.COM</a> 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 <b>CATEGORY: REPRESENTATIVE OF BUSINESS/REPRESENTATIVE OF WORKFORCE</b>	CEO/GENERAL MANAGER PUBLIC WORKS COMMISSION	UNDERGRADUATE
<b>TWITTY, MARTELLE (B/F)</b> 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 <a href="mailto:MARTELLECOKE@GMAIL.COM">MARTELLECOKE@GMAIL.COM</a> 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 <b>CATEGORY: GENERAL PUBLIC</b>	DENTAL HYGIENIST DAY AND NIGHT FAMILY DENTAL	DENTAL HYGIENE, BS





## CLERK TO THE BOARD OF COMMISSIONERS

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21, 2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/16/2020**

**SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (6  
VACANCIES)**

#### **BACKGROUND**

On September 8, 2020, the Board of Commissioners nominated the following individuals to fill six (6) vacancies on the Cumberland County Workforce Development Board:

#### **NOMINEE(S)**

##### **Representative of Business:**

**Tammy Beckley** (new appointment)  
**Jimmy Ray Plater, Sr.** (new appointment)  
**Diana Potts** (reappointment)

##### **Representative of Workforce - Apprenticeship:**

**Curtis Brown, Sr.** (new appointment)  
**Kia McMillan** (new appointment)

##### **Representative of Economic Development:**

**Robert Van Geons** (reappointment)

I have attached the current membership list for this board.

#### **RECOMMENDATION / PROPOSED ACTION**

**Appoint individuals to fill the six (6) vacancies above.**

**ATTACHMENTS:**

Description

Type

CC Workforce Development Board Membership Roster

Backup Material

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD  
(FORMERLY, PRIVATE INDUSTRY COUNCIL)  
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
<b>VACANT</b> (Vacated by A. Florez)	11/17	1st	Oct/20 10/31/20	Yes
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031	6/18	1st	Jun/21 6/30/21	Yes
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 <a href="mailto:DPOTTS@TCFEB.COM">DPOTTS@TCFEB.COM</a>	11/17	1st	Oct/20 10/31/20	Yes
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 <a href="mailto:NSMEHTA@5POINTSNC.COM">NSMEHTA@5POINTSNC.COM</a>	6/18	1st	Jun/21 6/30/21	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Jennifer Watson 1638 Owen Drive Fayetteville, NC 28306 832-499-1121/615-4922 <a href="mailto:JWATSON@CAPEFEARVALLEY.COM">JWATSON@CAPEFEARVALLEY.COM</a>	8/19	1st	Feb/22 2/28/22	Yes
			(serving unexpired term; eligible for one additional term)	
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/19	2nd	Feb/22 2/28/22	No
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 <a href="mailto:Mark.wilderman@yahoo.com">Mark.wilderman@yahoo.com</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes

Cumberland County Workforce Development Board, page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/19	2nd	Feb/22 2/28/22	No
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306 808-282-4125/307-9123 <a href="mailto:Sherri.turner@firstcitizens.com">Sherri.turner@firstcitizens.com</a>	2/19	1 <sup>st</sup> full term	Feb/22 2/28/22	Yes
Eric Buck (W/M) 2825 Sand Trap Ln Hope Mills, NC 28348 281-235-4582/630-5222 <a href="mailto:Eric_buck@goodyear.com">Eric_buck@goodyear.com</a>	8/19	1 <sup>st</sup> full term	Oct/22 10/31/22	Yes
Phillip Perrier (-/M) 5838 Bear Creek Circle Fayetteville, NC 28304 No phone # on app <a href="mailto:ptperrier@gmail.com">ptperrier@gmail.com</a>	8/19	1 <sup>st</sup> full term	Sep/22 9/30/22	Yes
Chas L. Sampson (B/M) 712 Hinterland Lane Spring Lake, NC 28390 571-289-0476/202-999-6310 <a href="mailto:info@oursevenprinciples.com">info@oursevenprinciples.com</a>	8/19	1 <sup>st</sup> full term	Oct/22 10/31/22	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	8/19	2nd	Oct/22 10/31/22	No
<u>Representative of Workforce:</u>				
<b>VACANT</b> (Vacated by C. Bennett)	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/19	2nd	Aug/22 8/31/22	No
<b>VACANT</b> (Vacated by D. Servie)	9/16	1 <sup>st</sup>	Sep/19 9/30/19	Yes

Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Education/Training:</u>				
Dr. Mark Sorrells (W/M) 908 Calamint Lane Fayetteville, NC 28305 678-8370/252-955-4064 <a href="mailto:sorrellm@faytechcc.edu">sorrellm@faytechcc.edu</a>	6/19	1st	June/22 6/30/22	Yes
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 <a href="mailto:robert@fayedc.com">robert@fayedc.com</a>	8/17	1st	Aug/20 8/31/20	Yes
<u>Representative – Other:</u>				
Nora Armstrong (W/F) 5734 Archer Road Hope Mills, NC 28348 910-578-4849/910-483-7727 <a href="mailto:narmstro@cumberland.lib.nc.us">narmstro@cumberland.lib.nc.us</a>	12/19	1st	Dec/22 12/31/22	Yes
Dr. J. Lee Brown (B/M) 1200 Murchison Road Fayetteville, NC 23801 672-1592/757-285-0483 <a href="mailto:Jbrown84@uncfsu.edu">Jbrown84@uncfsu.edu</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes
<u>Representative of Labor:</u>				
Anthony D. McKinnon Sr. 611 Longwood Place Fayetteville, NC 28314 491-7873/202-285-5752/323-1172 <a href="mailto:tonydmckinnonsr@gmail.com">tonydmckinnonsr@gmail.com</a>	8/19	1 <sup>st</sup>	Aug/22 8/31/22	Yes

Vainette Walker  
North Carolina Department of Human Resources  
Division of Vocational Rehabilitation Services  
155 Eastwood Avenue  
Fayetteville, NC 28301  
(unlimited term - replaced by state agency)

John Lowery  
NC WORKS Career Center  
414 Ray Avenue  
Fayetteville, NC 28301  
(unlimited term – replaced by state agency)

Contact: Cyndi McKoy (Administrative Support) 678-7716 [cmckoy@co.cumberland.nc.us](mailto:cmckoy@co.cumberland.nc.us)

Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, FTCC General Classroom Building Room 114, 2817 Ft Bragg Rd  
Name Changed to Cumberland County Workforce Development Board, November 1995  
The Cumberland County Workforce Development Board  
reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,  
2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MANAGER - ENVIRONMENTAL  
AND COMMUNITY SAFETY**

**DATE: 8/28/2020**

**SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III  
INVESTMENTS, LLC, FOR DEER MEADOW SUBDIVISION**

**BACKGROUND**

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a six-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 464 feet of a 2-inch water line with six individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC. The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the said utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The County Attorney has reviewed the attached Utility Service Agreement.

**RECOMMENDATION / PROPOSED ACTION**

This item was presented at the Board's September 10, 2020 Agenda Session, and it was agreed to move it forward to the September 21, 2020 Board of Commissioners meeting, and the Gray's Creek Water and Sewer District Governing Board agenda, as a consent item.

**ATTACHMENTS:**

Description	Type
Agreement for Extension of Utility Services	Backup Material



**NORTH CAROLINA  
CUMBERLAND COUNTY**

**AGREEMENT FOR UTILITY SERVICE(S)**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Gray's Creek Water and Sewer District (hereinafter called "DISTRICT") and JFJ III Investments LLC (hereinafter called "APPLICANT")

**WITNESSETH**

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below. (check all that apply)

\_\_\_\_\_ Water and/or Sewer Utility Extension

☒ Water Service

\_\_\_\_\_ Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

**Article 1: Water and/or Sewer Utility Extension**

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT will furnish all material, perform all labor, and pay all other costs not provided for herein to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT rules currently in effect and approved by the Board of Commissioners of Cumberland County, all applicable local codes and ordinances, the current service provider and State regulations and laws for those utilities on the conditions precedent that 1) DISTRICT reserves the right to require a performance bond from APPLICANT (and/or his contractor) any time before or during construction of these utilities; and 2) APPLICANT will first obtain for and in the name of the DISTRICT deeds or easements of conveyance for all unencumbered rights-of-way necessary for said construction; and 3) APPLICANT shall obtain an encroachment agreement from NCDOT prior to any work commencing.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than six months from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction will be longer than six months from date of this agreement, then DISTRICT reserves the right to amend this agreement.
- C. Connection to the DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the County's Subdivision Ordinance shall be governed by the requirements of the County's Subdivision Ordinance.
- D. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of the DISTRICT and the DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- E. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by the DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by the DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the DISTRICT of those repairs and/or

replacements. If the DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, the DISTRICT may bill the APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

- F. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by the DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.
- G. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with the DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- H. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of the DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- I. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICT forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- J. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless, to the extent permitted by law, the DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor failure to comply with said regulations.
- K. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT may be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in "III".

## **Article 2: General Terms and Conditions**

### **SAFETY:**

Safety in, on, or about the site is the sole and exclusive responsibility of the APPLICANT. The APPLICANT's means and method of work performance, superintendent of the APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of the APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Representative and/or DISTRICT's Representative's Representative, Owner and/or Owner's Representative, citizen, etc. on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of the APPLICANT or Contractor or Sub-Contractor. The APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by GS95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this contract and agreement. Nothing in this agreement shall relieve the APPLICANT of any duty or obligation to direct the means and methods of the work.

**INDEMNIFICATION:**

APPLICANT agrees to indemnify and hold the DISTRICT, its servants, agents, and employees harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

**INDEPENDENT CONTRACTOR:**

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

**COMPLIANCE WITH LAWS:**

APPLICANT agrees that in performing services relative to this Agreement to comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to perform services relative to this Agreement.

**NOTICE:**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: JFJ III Investments LLC  
Attention: Franklin Johnson  
231 Fairway Drive  
Fayetteville, NC 28305

DISTRICT: County of Cumberland  
Attention: Gray's Creek Water and Sewer District  
P.O. Box 1829  
Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

**GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of North Carolina.

**BREACH:**

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby agrees to reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

**NONWAIVER OF BREACH:**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

**SEVERABILITY:**

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be modified to the mutual satisfaction and agreement of all parties to reflect the parties' intention. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable. Provided, however, this section shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement which is of the essence of or a material part of, this Agreement shall be void.

**ASSIGNMENT:**

APPLICANT shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of DISTRICT. Nothing contained in this paragraph shall prevent DISTRICT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist APPLICANT in the performance of services rendered.

**BENEFITS LIMITED TO PARTIES:**

Nothing herein shall be construed to give any right or benefits hereunder to anyone other than DISTRICT and APPLICANT.



IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments LLC

BY: Franklin Johnson  
Franklin Johnson, managing member

WITNESS:

George M. Rose  
Name, Title  
GEORGE M. ROSE, AGENT

Gray's Creek WATER & SEWER DISTRICT

BY: \_\_\_\_\_  
W. Marshall Faircloth, Chairman

WITNESS:

\_\_\_\_\_  
Candice White, Clerk to the Board

APPROVED for Legal Sufficiency  
Gray's Creek Water & Sewer District

\_\_\_\_\_  
Rick L. Moorefield, County Attorney  
Attorney for Gray's Creek

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

\_\_\_\_\_  
Vicki Evans, Finance Director  
Finance Officer for Gray's Creek

***Exhibit “I” Project  
Summary***

Project:      Deer Meadow Subdivision

Engineer:                                  George M. Rose, P.E.

Developer: JFJ III Investments, LLC

PIN:              0339-09-1659

**Asset Summary**

2-inch water line with 6 individual 1-inch domestic water services.

**Project Highlights**

Project description/location goes here.

6 lot single family subdivision with public water and septic systems.  
Located on Chicken Foot Road (SR 2252) approximately one mile  
north of the Cumberland/Bladen County line.



## EXHIBIT "II"

## STATEMENT OF TOTAL PROJECT COST

Developer/Applicant JFJ III INVESTMENTS LLC Contractor HOKE CO. SAND COMPANY  
Project Name/Loc DEER MEADOW Pipe Supplier MAINLINE  
Completion Date 8/30/20 Engineer GEORGE M. POKE

## WATER

464 feet of 2 inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
6 - 1 inch domestic water lateral(s)  
Total water distribution \* \$ 15,160  
Mains greater than 12"  
\_\_\_\_ feet of \_\_\_\_ inch water main  
\_\_\_\_ feet of \_\_\_\_ inch water main  
Total water transmission \* \$ \_\_\_\_\_

## SEWER

\_\_\_\_ feet of \_\_\_\_ inch sewer mains  
\_\_\_\_ feet of \_\_\_\_ inch sewer mains  
\_\_\_\_ - \_\_\_\_ inch sewer laterals  
Total sanitary sewer collection\* \$ \_\_\_\_\_  
Mains greater than 12"  
\_\_\_\_ feet of \_\_\_\_ inch sewer main  
\_\_\_\_ feet of \_\_\_\_ inch sewer main  
Total sanitary sewer outfalls & interceptors\* \$ \_\_\_\_\_  
\_\_\_\_ feet of \_\_\_\_ inch sewer force mains \$ \_\_\_\_\_  
- \_\_\_\_ lift station (s) \$ \_\_\_\_\_

## OFF-Site

\_\_\_\_ feet of \_\_\_\_ inch water mains\* \$ \_\_\_\_\_  
\_\_\_\_ feet of \_\_\_\_ inch sewer mains\* \$ \_\_\_\_\_

\*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

## Other Project Costs:

Engineering  
10 \* Percentage of Project Cost  
Other (list detail)

Total project cost

1500  
\$ 16,660

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

J. Seville Jurett III  
Signature\*

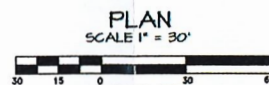
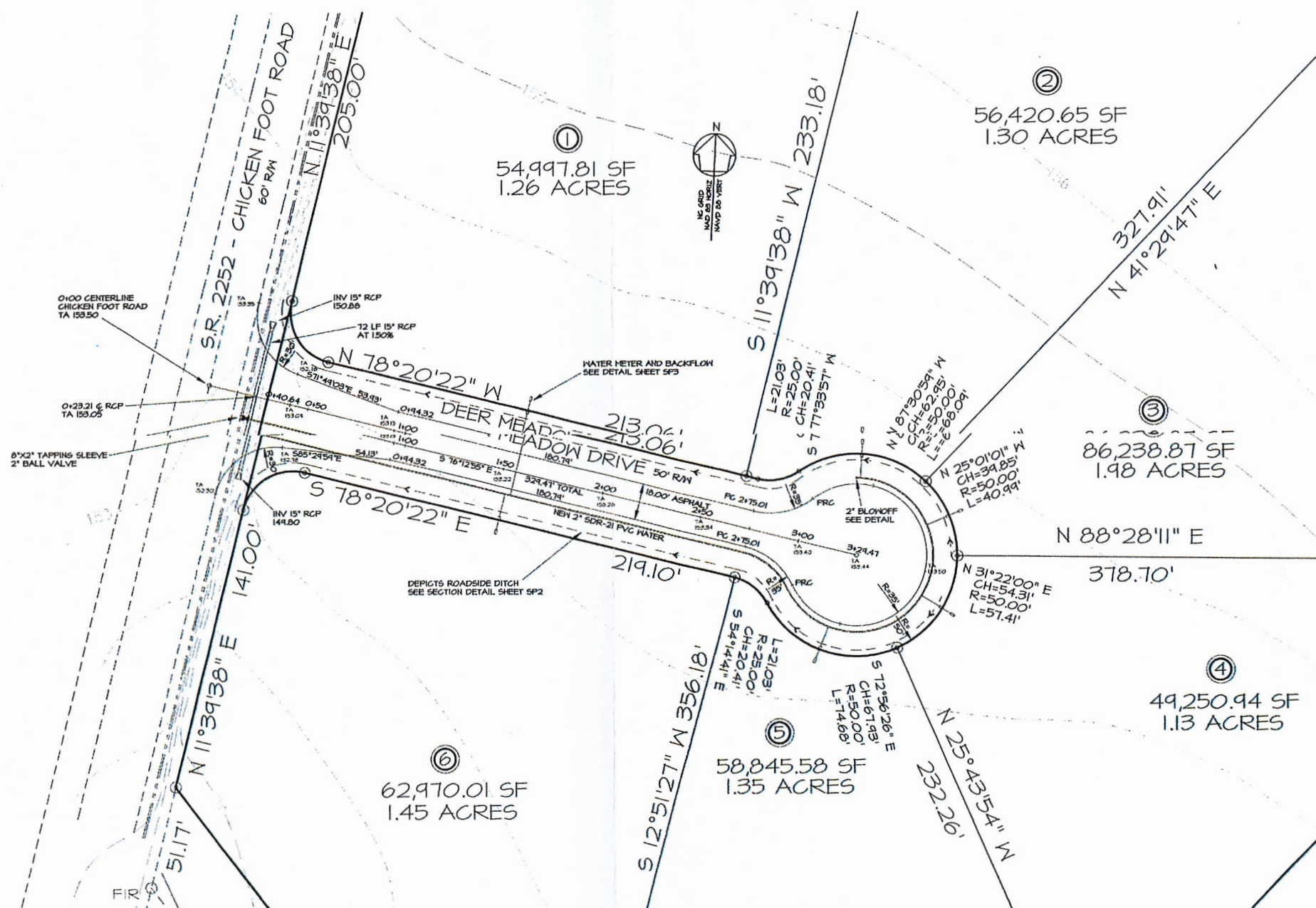
5-6-20  
Date

\* Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District

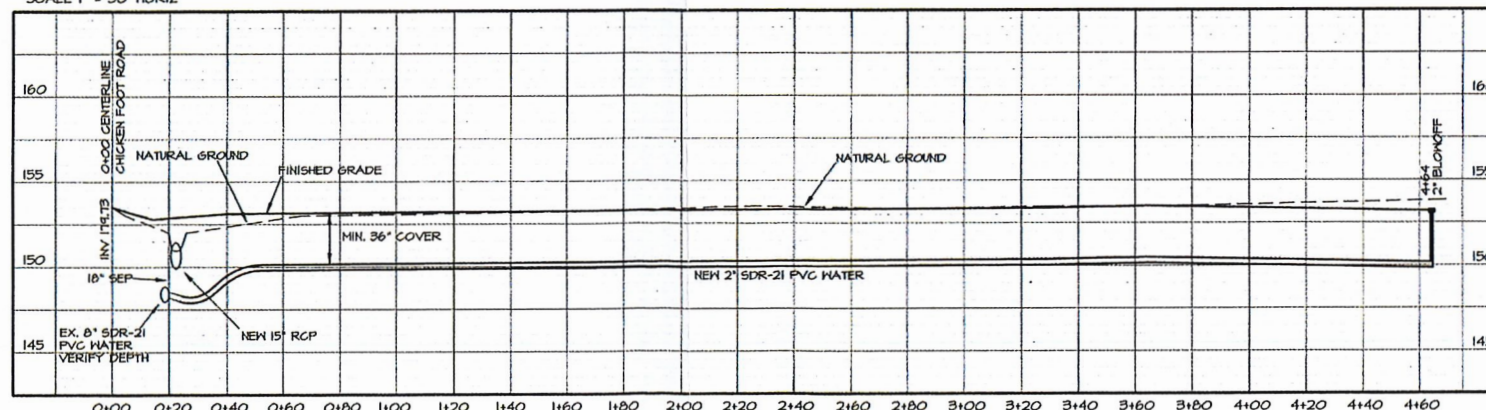
Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.



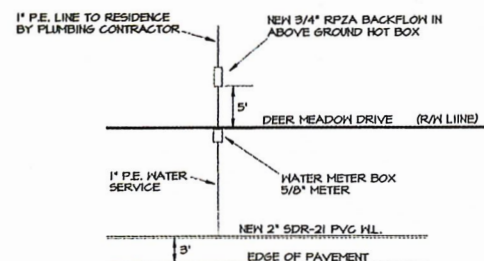
# EXHIBIT III



STREET PROFILE  
SCALE 1" = 5' VERT  
SCALE 1" = 30' HORIZ



NOTE: NO LANDSCAPING PROPOSED IN THIS AREA. ANY ADDITIONAL LANDSCAPING PROPOSED MUST BE APPROVED BY CUMBERLAND COUNTY PRIOR TO CONSTRUCTION.



NEW WATER SERVICES AND BACKFLOWS  
SCALE 1" = 10'



REVISIONS


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DEER MEADOW SUBDIVISION

CUMBERLAND COUNTY, NC

CHICKEN FOOT ROAD

STREET PLAN AND PROFILE

DATE: APR 2020

DRAWN BY: GMR

CHECKED: GMR

SCALE: NOTED

SHEET NO.

SP3



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 21,**  
**2020**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM:**

**DATE:**

**SUBJECT: MEETINGS**

**BACKGROUND**

**October 5, 2020 (Monday) - 9:00 AM**

**October 19, 2020 (Monday) - 6:45 PM**

**November 2, 2020 (Monday) - 9:00 AM**

**November 16, 2020 (Monday) - 6:45 PM**