AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
FEBRUARY 15, 2021
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

   A. Approval of January 21, 2021 Special Meeting and February 1, 2021 Regular Meeting Minutes

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

   C. Approval of Request to Pay Prior Year Invoices

   D. Approval of Reappointment of Tax Administrator

   E. Approval of Acceptance of Offer to Purchase Surplus Property Located at 823 McNeil Street, Spring Lake

   F. Approval of Acceptance of Offer to Purchase Surplus Property Located At 3239 Princess Ann Drive, Fayetteville

   G. Approval of Acceptance of Offer to Purchase Surplus Property Located at 504 Carteret Place, Fayetteville

   H. Approval of Acceptance of Offer to Purchase Surplus Property Located at 6323 Canadian Avenue, Fayetteville

   I. Approval of Acceptance of Offer to Purchase Surplus Property Located Off Hummingbird Place, Fayetteville

   J. Approval of Acceptance of Offer to Purchase Surplus Property Located at 2012 Bain Drive, Fayetteville

   K. Approval of Acceptance of Offer to Purchase Surplus Properties, Being Two Parcels at 4025 Limestone Street, Eastover

   L. Approval of Acceptance of Offer to Purchase Surplus Property Located at 4741 Desert Ridge Road, Fayetteville

   M. Approval of Acceptance of Offer to Purchase Surplus Property Located at 4709 Star Rite Lane, Fayetteville

   N. Approval of Budget Ordinance Amendments for the February 15, 2021 Board of

Commissioners' Agenda

O. Approval of Cumberland County Board of Commissioners Agenda Session Items

1. Resolution in Support of the Triangle Trails Initiative
2. Funding Agreement with Kingdom Community Development Corporation
3. Alliance Health Board of Director Vacancies
4. Cape Fear Valley Health System Board of Trustee Vacancies
5. Reconsideration of Joint Resolution of the Board of Commissioners and the City Council Requesting Cumberland County's Delegates to the General Assembly to Sponsor a Local Bill to Amend Session Law 1991-413, Authorizing a Prepared Food and Beverage Tax, and to Modify the Distribution of Proceeds from the Sale of Alcoholic Beverages in Cumberland County Pursuant to G.S. 18b-805(E)
6. Fiscal Year 2021 Audit Contract with Elliott Davis, PLLC
7. Intergovernmental Support Agreement Between the United States and Cumberland County for Fort Bragg Animal Services
8. Federal Legislative Agenda
9. Lease Agreement with the North Carolina Department of Agriculture - Plant Industry Division
10. AECOM Change Order #2 for 500 Executive Place
11. Notice from the Cumberland County Board of Commissioners Transferring the Workforce Innovation and Opportunity Act (WIOA) Program and Fiscal Agent for Programs to The Mid-Carolina Council of Governments
12. Board of Education's Offer of Real Property in Accordance with G.S. 115C-518

3. PUBLIC HEARINGS

Contested Rezoning Cases

A. Case P21-01

B. Case P20-47

C. Case P21-03

Uncontested Rezoning Cases

D. Case P20-51

E. Case P20-63

F. Case P21-04

G. Case P21-07

4. ITEMS OF BUSINESS

A. Consideration of Formal Bid Award for an Electronic Health Record (EHR) System for the Cumberland County Department of Public Health

B. Consideration of Diversity, Equity & Inclusion (DEI) Executive Steering Committee

Alternative Holiday Schedule Recommendation

C. Consideration of Water Service Utility Agreement with JFJ III Investments, LLC, for Rufus Johnson Road Subdivision

5. NOMINATIONS

A. Cumberland County Juvenile Crime Prevention Council (6 Vacancies)

6. APPOINTMENTS

A. Equalization and Review Board (6 Vacancies)

B. Transportation Advisory Board (3 Vacancies)

C. Cape Fear Valley Health System Board of Trustees (3 Vacancies)

D. Alliance Health Board of Directors (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

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

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

7. GRAY'S CREEK WATER AND SEWER CONSENT AGENDA

A. Approval of September 21, 2020 and January 19, 2021 Gray's Creek Water & Sewer District Governing Board Minutes

8. GRAY'S CREEK WATER AND SEWER ITEMS OF BUSINESS

A. Water Service Utility Agreement with JFJ III Investments, LLC, for Rufus Johnson Road 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, FEBRUARY 17, AT 7:00 PM AND FRIDAY, FEBRUARY 19 AT 10:30 AM.

<u>REGULAR BOARD MEETINGS:</u>

March 1, 2021 (Monday) 9:00 A.M.
March 15, 2021 (Monday) 6:45 P.M.
April 5, 2021 (Monday) 9:00 A.M.
April 19, 2021 (Monday) 6:45 P.M.

CUMBERLAND COUNTY
NORTH CAROLINA

INTERNAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **JEFFERY P. BROWN, PE INTERNAL SERVICES MANAGER**

DATE: **2/2/2021**

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

BACKGROUND

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

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

RECOMMENDATION / PROPOSED ACTION

Approval of the attached report, so that the report may be duly recorded in the official minutes, and the disposal of the items indicated on the report.

ATTACHMENTS:

Description	Type
Surplus Property Listing for Furniture/Equipment	Backup Material
Surplus Property Listing for Fleet	Backup Material

SURPLUS PROPERTY DISPOSAL LIST
August 1, 2020 - January 31, 2021

ITEM NO.	PROPERTY DESCRIPTION	RENDERING DEPARTMENT	DISPOSAL METHOD
1	22 Chairs	Child Support	Landfill-Ann Street
2	2 Chairs	Planning	Landfill-Ann Street
3	1 Printer	Planning	Landfill-Ann Street
4	2 Chairs	NCH/ADMIN	Landfill-Ann Street
5	4 Ice Machines	Detention Center	Landfill-Ann Street
6	10 Tables	Detention Center	Landfill-Ann Street
7	20 Chairs	Detention Center	Landfill-Ann Street
8	4 Bookshelves	Detention Center	Landfill-Ann Street
9	13 Chairs	Social Services	Landfill-Ann Street
10	8 Vacuums	Social Services	Landfill-Ann Street
11	1 Cabinet	Social Services	Landfill-Ann Street
12	5 Chairs	Information Systems	Landfill-Ann Street
13	1 File Cabinet	Veterans Services	Landfill-Ann Street
14	1 Bookcase	Veterans Services	Landfill-Ann Street
15	1 Hutch	Planning	Landfill-Ann Street
16	2 Chairs	Detention Center	Landfill-Ann Street
17	1 Ice Machine	Detention Center	Landfill-Ann Street
18	1 Printer	Planning	Landfill-Ann Street
19	2 Chairs	Planning	Landfill-Ann Street
20	3 Chairs	Public Health	Landfill-Ann Street
21	Medical Equipment	Public Health	Landfill-Ann Street
22	10 Chairs	Sheriff's Office	Landfill-Ann Street
23	1 Desk	Sheriff's Office	Landfill-Ann Street
24	1 Wooden Stand	Sheriff's Office	Landfill-Ann Street
25	1 Printer	Sheriff's Office	Landfill-Ann Street
26	11 Bookshelf	Sheriff's Office	Landfill-Ann Street
27	2 Printer Desks	Tax Administration	Landfill-Ann Street
28	2 Mini Fridges	Social Services	Landfill-Ann Street
29	1 Microwave	Social Services	Landfill-Ann Street
30	4 Chairs	Social Services	Landfill-Ann Street

T. J. Jackson 2/2/21

TRACY JACKSON, **DATE**
ASSISTANT COUNTY MANAGER

CUMBERLAND COUNTY
VEHICLES REQUESTED FOR SURPLUS

Department	Vehicle Description	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
CCSO	FORD CROWN VIC	End of useful life; intake leak	150944	2006	FL 41	$1,617	GOVDEALS
SOCIAL SERVICES	DODGE CARAVAN	End of useful life; needs engine	59,848	2015	SS 20	$9,767	GOVDEALS
CCSO	FORD CROWN VIC	Needs transmission replacement	212,215	2008	FL 161	$1,422	GOVDEALS
PLANNING DEPARTMENT	DODGE RAM	Needs engine and transmission replacement	169,628	2001	PD 5	$4,982	GOVDEALS
ANIMAL SERVICES	CHEVY TAHOE	End of useful life; catalytic converter failure, evaporator leak	210,825	2004	AC 18	$3,758	GOVDEALS
CCSO	FORD CROWN VIC	End of useful life; timing chain	203,475	2011	FL 477	$2,556	GOVDEALS
CCSO	FORD CROWN VIC	End of useful life; heater core failure	201,224	2010	FL 456	$2,515	GOVDEALS
CCSO	POLARIS SPORTSMAN	End of useful life; dismembered; parts unavailable for repair	695	2011	FL 511	$4,585	GOVDEALS
CMF	FORD F-550 SD	End of useful life; wrecker is no longer being used	127642	2005	CMF 4	$15,000	GOVDEALS
TAX	FORD RANGER XLT	End of useful life; repair cost exceed value of vehicle	145,648	1999	TS 5	$2,366	GOVDEALS
CCSO	FORD CROWN VIC	End of useful life; rear axle bearing failure	168,660	2010	FL 458	$2,943	GOVDEALS
EMERGENCY SERVICES	FORD WINNEBAGO	End of useful life; repair cost exceed value of vehicle	7,681	1999	ES 8	$10,000	GOVDEALS
ANIMAL SERVICES	CHEVY TAHOE	End of useful life; repair cost exceed value of vehicle	210,825	2004	AC 18	$4,193	GOVDEALS
CCSO	FORD CROWN VIC	End of useful life; repair cost exceed value of vehicle	170,918	2008	FL 98	$1,699	GOVDEALS
COMMUNITY DEVELOPMENT	FORD RANGER	End of useful life; repair cost exceed value of vehicle	114,000	1999	CD 1	$2,757	GOVDEALS
CCSO	ISUZU BOX TRUCK	End of useful life; unable to repair roof and lift gate, parts for repair discontinued; seized vehicle	112,806	1997	FL 971	$4,500	GOVDEALS
ANIMAL SERVICES	FORD TAURUS	End of useful life; blown head gasket	55,900	1998	AC 6	$1,337	GOVDEALS
CCSO	BEARING BOX TRUCK	End of useful life; repair costs exceed value of vehicle.	99,999	2000	FL-2001	$3,300	GOV DEALS

T. Jackson

Tracy Jackson, Assistant County Manager

1/19/2021

Date

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **2/5/2021**

SUBJECT: APPROVAL OF REQUEST TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Public Information Office
Vendor: Carolina Interpreting Associates, Inc.
Service Date: March 16, 2020
Total Amount: $364.26

Soil and Water Conservation District
Vendor: City of Fayetteville
Services provided during June, 2020
Total Amount: $5,314.24

Soil and Water Conservation District
Vendor: City of Fayetteville
Services provided during June, 2020
Total Amount: $17,727.00

Staff have verified these invoices have not been paid. There are sufficient funds within the fiscal year 2021 departmental budget to cover these expenses.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay a prior year invoice for the Public Information Office totaling $364.26, and for the Soil and Water Conservation District totaling $23,041.24.

ATTACHMENTS:

Description	Type
Prior Year Invoice	Backup Material

CUMBERLAND
COUNTY
NORTH CAROLINA

PUBLIC INFORMATION OFFICE

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER Sally Shutt

DATE: FEBRUARY 1, 2021

SUBJECT: OUTSTANDING INVOICE FOR CAROLINA INTERPRETING ASSOCIATES, INC.

I am requesting approval for payment of Invoice #: 26458 from Carolina Interpreting Associates, Inc. for Interpreting Services that were provided at a Covid-19 press conference held on March 16, 2020. The services were provided during FY 19-20. Payment was not made timely during the fiscal year because the vendor sent invoice to incorrect client. PIO will be more diligent in providing vendors with updated accounts payable contact information. We have verified that services were indeed provided at the press conference and that this is not a duplicate invoice. Therefore, payment of $364.26 is due to the vendor. There are funds available in our FY21 budget to pay this outstanding invoice.

It is my understanding that payment of invoices for services purchased in a previous fiscal year that has been closed, must be approved by the County Board of Commissioners. Upon your review and approval, please place this item on the consent agenda for the next scheduled meeting.

Please contact me at 437-1921 if you need any additional information. Thank you for your assistance.

Courthouse • 5th Floor • Suite 512 • P.O. Box 1829 • Fayetteville • North Carolina 28302-1829
(910) 437-1921 • Fax: (910) 678-7717

Cumberland Soil and Water Conservation District
Charlie Rose Agri-Expo Center
301 East Mountain Drive, Suite 229 - Fayetteville, NC 28306-3422
Telephone: (910) 484-8479

Memorandum

To: Vicki Evans, Finance Director

From: Donna Foster, Soil & Water Conservation District
Administrative Program Officer

Date: October 29, 2020

SUBJECT: Old Year Outstanding Invoices

City of Fayetteville
Vendor # 3057
Invoice # 77166 (#2)
$5,314.24
PO # 20001584
Received September 18, 2020

City of Fayetteville
Vendor # 3057
Invoice # 79407 (#3)
$17,727.00
PO # 20001584
Received September 15, 2020

This Stream Debris Removal of Locks Creek is an ongoing project 1014509 533301 SCD01 & SCD03. The attached described work completed in March, April, May, and June of 2020 billed in September of 2020, to no fault of the County. When Soil & Water Conservation received the Invoice # 79407 it indicated that we had a past due amount of $5,314.24, after several telephone calls, I spoke with LaShonda. She checked the folder and the invoice was in the folder. Like us, some of their folks are working from home during COVID-19.

The invoices are not duplicates.

The work completed as described per Mitch Miller, Soil & Water Conservationist.

Total due to the City of Fayetteville at this time is $23,041.24.

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANGEL WRIGHT-LANIER, ASSISTANT COUNTY MANAGER**

DATE: **2/8/2021**

SUBJECT: APPROVAL OF REAPPOINTMENT OF TAX ADMINISTRATOR

BACKGROUND

On March 16, 2015, the County of Cumberland Board of Commissioners appointed Joseph R. Utley to the position of Tax Administrator, effective April 1, 2015 through March 31, 2017.

At that time, Mr. Utley was required to obtain all certifications as outlined in the N.C. General Statutes for County Assessor within his first two years of appointment. Mr. Utley became a certified County Assessor effective April 7, 2016, fulfilling this obligation.

According to the N.C. General Statute 105-294(a), the Tax Administrator must be appointed for a term of no less than two years and no more than four years. Based on Mr. Utley's nearly twenty five years of experience with the County and his leadership as Tax Administrator for the last six years, it is recommended that Mr. Utley be reappointed to an additional four-year term.

RECOMMENDATION / PROPOSED ACTION

Reappoint Mr. Joseph R. Utley, Jr. to the position of Tax Administrator for the period of April 1, 2021 through March 31, 2025.

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 823 MCNEIL STREET, SPRING LAKE**

BACKGROUND

The County acquired the real property with the PIN 0501-78-6946, being Lt 1 Angela Black Subd., Plat Book 138, page 47, located at 823 McNeil Street, Spring Lake, at a tax foreclosure sale in 2019 for a purchase price of $13,091.88. The property is zoned R6 with a tax value of $10,000.00. Based on the GIS Mapping and the tax records, there is a structure on the lot. Michael Nepstad on behalf of MDN Rentals, LLC made an offer to purchase the property for $13,091.88. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0501-78-6946, being Lt 1 Angela Black Subd., Plat Book 138, page 47, located at 823 McNeil Street, Spring Lake, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $13,091.88. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of

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

February __, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 3239 PRINCESS ANN DRIVE, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with PIN 0425-16-7712 at a tax foreclosure sale in 2018 for a purchase price of $7,868.48. The parcel is described in the tax records as Lot 58 Haire Sub, Plat Book 34, Pg. 32, located at 3239 Princess Ann Drive, Fayetteville. It is zoned R6A, with a tax value of $34,700.00. Based on the GIS Mapping and the tax records, there is a structure on the property. Ms. Maline Crupi has made an offer to purchase the property for $7,868.48 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is attached.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the property with PIN 0425-16-7712, being Lot 58 Hair Sub, Plat Book 34, Pg.32, located at 3239 Princess Ann Drive, Fayetteville, for a purchase price of $7,868.48. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five

percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February __, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 504 CARTERET PLACE, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 0520-94-5534, being Lot 350 Sec. 10 College Lakes Part A, Plat Book 32, page 44, located at 504 Carteret Place, Fayetteville, at a tax foreclosure sale in 2012 for a purchase price of $9,226.29. The property is zoned SF10 with a tax value of $20,000. The City conveyed its interest in the property to the County on August 22, 2018, by a quitclaim deed recorded in Book 10365 at page 546. Based on the GIS Mapping and the tax records, there is a structure on the lot. Michael Nepstad on behalf of MDN Rentals, LLC made an offer to purchase the property for $9,226.29. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0520-94-5534, being Lot 350 Sec. 10 College Lakes Part A, Plat Book 32, page 44, located at 504 Carteret Place, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $9,226.29. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand

dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February __, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 6323 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 0442-66-9074, being Lot 107 Twin Oaks, Sec. Four, Part 20, Plat Book 86, page 117, located at 6323 Canadian Avenue, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of $1,899.22. The property is zoned RR with a tax value of $10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Wayne D. Sparrow made an offer to purchase the property for $1,899.22. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0442-66-9074, being Lot 107 Twin Oaks, Sec. Four, Part 20, Plat Book 86, page 117, located at 6323 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $1,899.22. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February ___, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED OFF HUMMINGBIRD PLACE, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 0467-44-5967, being .41 Ac. Jacobs Ld., located off Hummingbird Place, Fayetteville, at a tax foreclosure sale in 2010 for a purchase price of $4,072.81. The property is zoned RR with a tax value of $5,653.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Dawn C. McKoy made an offer to purchase the property for $4,072.81. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with 0467-44-5967, being .41 ac. Jacobs Ld., located off Hummingbird Place, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $4,072.81. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February ___, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 2012 BAIN DRIVE, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 0428-84-3816, being Lots 154-155 Council Heights, Plat Book 1, page 32, located at 2012 Bain Drive, Fayetteville, at a tax foreclosure sale in 2013 for a purchase price of $14,961.21. The property is zoned SF6 with a tax value of $31,100.00. The City conveyed its interest in the property to the County on January 22, 2021, by a quitclaim deed recorded in Book 11002 at Page 54. Based on the GIS Mapping and the tax records, there is a structure on the lot. Michael Nepstad on behalf of MDN Rentals, LLC made an offer to purchase the property for $14,961.21. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0428-84-3816, being Lots 154-155 Council Heights, Plat Book 11, page 32, located at 2012 Bain Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $14,961.21. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with

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

February ___, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTIES, BEING TWO PARCELS AT 4025 LIMESTONE STREET, EASTOVER**

BACKGROUND

The County acquired the two parcels of real property described below at a tax foreclosure sale in 2017 for a total purchase price of $11,029.97.

PIN 0469-45-6373, .35 Acres of McLaurin Ld., 4025 Limestone St., Eastover; tax value of $9,500.00; zoned R6A
PIN 0446-45-7228, .35 Acres of McLaurin Ld., 4025 Limestone St., Eastover; tax value of $9,500.00; zoned R6A

Based on the GIS Mapping and the tax records, there is not a structure on either of the lots. Deldrick Gilbert made an offer to purchase the properties for $11,029.97. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real properties with PIN 0469-45-6373, being .35 Acres

of McLaurin Ld., and PIN 0446-45-7228, being .35 Acres of McLaurin Ld., both located at 4025 Limestone Street, Eastover, are not needed for governmental purposes and proposes to accept an offer to purchase the property for $11,029.97. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February ___, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 4741 DESERT RIDGE ROAD, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 9493-55-5245, being Lot 22 Upchurch Sands, Sec. 4, Plat Book 94, page 190, located at 4741 Desert Ridge Road, Fayetteville, at a tax foreclosure sale in 2013 for a purchase price of $8,286.75. The property is zoned RR with a tax value of $10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Zondra D. Barnes made an offer to purchase the property for $8,286.75. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 9493-55-5245, being Lot 22 Upchurch Sands, Sec. 4, Plat Book 94, page 190, located at 4741 Desert Ridge Road, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $8,286.75. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of

the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February ___, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: APPROVAL OF ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 4709 STAR RITE LANE, FAYETTEVILLE

BACKGROUND

The County acquired the real property with PIN 9493-45-9348, being Lot 107 Upchurch Sands Sec. 4, Plat Book 94, page 190, located at 4709 Star Rite Lane, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of $7,263.93. The property is zoned RR with a tax value of $57,900. Based on GIS Mapping and the tax records, there is a dwelling on the property. Myles Hester has made an offer to purchase the property for $7,263.93 and has submitted the required deposit to the Finance Department. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 9493-45-9348, being Lot 107 Upchurch Sands, Sec. 4, Plat Book 94, page 190, located at 4709 Star Rite Lane, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $7,263.93. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject all offers. Further details may be obtained from the Office of the

County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

February __, 2021 Candice White, Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **2/10/2021**

SUBJECT: **APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE FEBRUARY 15, 2021 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B211123 to recognize a donation from the Cumberland County Fire Chiefs' Association in the amount of $5,000

The Board is requested to approve Budget Ordinance Amendment B211123 to recognize a donation from the Cumberland County Fire Chiefs' Association in the amount of $5,000. These funds are a match to the recent Hertford Grant award and will be used to purchase smoke alarms for Cumberland County Citizens as part of the Fire Prevention Outreach program.

Please note this amendment requires no additional county funds.

Intergovernmental Fund 201

2) Excise Tax, Domestic Violence – Budget Ordinance Amendment B210164 to establish a budget for specified Register of Deeds revenues per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $1,698,100

The Board is requested to approve Budget Ordinance Amendment B210164 to establish a budget for specified Register of Deeds revenues per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $1,698,100. Budgeted funds will include the real estate transfer tax, remittances to the state treasurer and marriage licenses.

Please note this amendment requires no additional county funds.

School Fines Fund 210

3) School Fines & Forfeitures – Budget Ordinance Amendment B211186 to establish a budget for school fine and forfeiture funds per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $14,400

The Board is requested to approve Budget Ordinance Amendment B211186 to establish a Special Revenue Fund for school fine and forfeiture funds per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $14,400. Under G.S. 14-4 any civil penalty or fine assessed for a violation of a local ordinance must be remitted to the local school administrative unit in the county in which the penalty was assessed.

Please note this amendment requires no additional county funds.

4) Concealed Weapon Permit – Budget Ordinance Amendment B210012 to establish a budget for concealed weapon permits per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $216,000

The Board is requested to approve Budget Ordinance Amendment B210012 to establish a budget for concealed weapon permits per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $216,000. These funds are used for payments to the North Carolina State Bureau of Investigation for background checks and fingerprinting services.

Please note this amendment requires no additional county funds.

Community Development Fund 265

5) Emergency Rental Assistance – Budget Ordinance Amendment B210003 to recognize United States Department of the Treasury Emergency Rental Assistance funds in the amount of $3,735,545

The Board is requested to approve Budget Ordinance Amendment B210003 to recognize United States Department of the Treasury Emergency Rental Assistance funds in the amount of $3,735,545. These funds will be administered through the Community Development Department to provide financial assistance to households unable to pay rent or utility bills due to the COVID-19 Pandemic.

Please note this amendment requires no additional county funds.

NC Elderly Handicap Transportation Fund 277

6) Community Transportation – Budget Ordinance Amendment B210123 to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the Department of Health and Human Services in the amount of $44,561

The Board is requested to approve Ordinance Amendment B210123 to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the Department of Health and Human Services in the amount of $44,561. These funds will be used towards the costs of transporting the qualified elderly population to and from COVID-19 vaccination sites.

Please note this amendment requires no additional county funds.

7) Community Transportation – Budget Ordinance Amendment B210127 to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the Mid-Carolina Agency on Aging in the amount of $4,000

The Board is requested to approve Budget Ordinance Amendment B210127 to recognize Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the Mid-Carolina Agency on Aging in the amount of $4,000. The funds will be used to purchase personal protective equipment (PPE) for the qualified elderly population who will receive the COVID-19 vaccination. This PPE includes face masks, hand sanitizers and disinfectant cleaners.

Please note this amendment requires no additional county funds.

Representative Payee Fund 280

8) Representative Payee – Budget Ordinance Amendment B210044 to establish a budget for DSS cash accounts per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $1,038,200

The Board is requested to approve Budget Ordinance Amendment B210044 to establish a budget for DSS cash accounts per new Governmental Accounting Standards Board (GASB) Statement 84 implementation in the amount of $1,038,200. Payee accounts hold funds entrusted to the agency as the guardian/ payee for funds such as social security, death benefits, disability, and child support.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEM #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 amendment seeks 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.

9) Soil Conservation District – Budget Ordinance Amendment B210051 to re-appropriate grant funds for stream debris removal from the NC Division of Soil and Water in the amount of $414,952

The Board is requested to approve Budget Ordinance Amendment B210051 to re-appropriate grant funds for stream debris removal from the NC Division of Soil and Water in the amount of $414,952. This project has been extended until December 31, 2021. This grant is sub-contracted to the City of Fayetteville through an interlocal agreement.

Contingency Funds Report – FY21

The County Manager approved the following use of contingency funds totaling $2,212.

- $2,212 was used for the Cedar Creek Industrial Park to cover high water bills due to an irrigation system leak which has since been repaired.

RECOMMENDATION / PROPOSED ACTION

Approve budget ordinance amendments

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **2/4/2021**

SUBJECT: RESOLUTION IN SUPPORT OF THE TRIANGLE TRAILS INITIATIVE

BACKGROUND

The Triangle Trails Initiative (also known as Triangle Trails) is a newly launched collaboration between government, business, anchor institutions and civic leaders to make the Research Triangle Region a national leader in greenways and trails. The mission of this newly-forming organization is to help brand, promote, market, program and grow the existing trail programs of the regional network. This organization also aims to serve as a clearinghouse to help local entities seek and leverage resources for grant acquisition, planning documents, and inter-agency coordination for greenway construction.

The Triangle Trails Initiative is currently an ad hoc organization operated by volunteers and is being established in partnership with the East Coast Greenway Alliance, headquartered in Durham, NC, which has offered to incubate its growth under its 501(c)(3) umbrella. It is the plan of the organization to grow into a comparable organization similar to the Carolina Threads Trail (in Charlotte) and the Piedmont Legacy Trails in the Triad.

Triangle Trails is not requesting any monetary support from the County. They are asking for a resolution of support from area counties to be used to leverage funding requests from private donors. There are 14 counties in the Triangle Trails coverage area with 12 counties having already approved supportive resolutions. This item was presented to the Board at their February 11, 2021 Agenda Session.

RECOMMENDATION / PROPOSED ACTION

At the February 11, 2021 Agenda Session Meeting, the Board of Commissioners approved placing this item as a Consent Item on the February 15, 2021 Board of Commissioners Meeting. Staff recommends approval of this item.

ATTACHMENTS:

Description	Type
Triangle Trails Resolution of Support	Backup Material

Triangle Trails Initiative Summary	Backup Material
Triangle Trails County Endorsements	Backup Material

RESOLUTION OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, NORTH CAROLINA SUPPORTING THE FORMATION OF THE TRIANGLE TRAILS INITIATIVE

WHEREAS, Cumberland County, North Carolina is committed to maintaining and enhancing the quality of life for citizens throughout the region and recognizes that the "Triangle Trails Initiative" will contribute to quality of life by weaving together community and regional assets via a network of trails and greenways; and

WHEREAS, the "Triangle Trails Initiative" recommends linking trails and greenways together, across a multi-county regional landscape, gaining cooperation of public and private sector interests that encourage collaboration; and to create a network that will, in the long term, provide transportation, exercise, leisure, safety, accessibility, recreation, community and economic benefits aimed at enhancing the quality of life; and

WHEREAS, many communities, agencies, and trail advocates in the region have taken a lead in planning and building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails; and

WHEREAS, trails and their green landscape areas help improve the quality of the air we breathe by preserving trees and vegetation, by promoting reduce congestion through non-motorized transportation, and enhance the quality of our water through natural buffers mitigating the impacts of storm water run-off; and

WHEREAS, trails and greenways are freely accessible community assets offering opportunities for transportation, recreation and exercise to everyone, including children and families, providing safe places for county residents to experience a sense of community, celebrate our history and culture, and create stronger social ties; and

WHEREAS, trails have significant impact on the health and economic viability of the region encouraging active lifestyles, increased levels of tourism, enhanced property values, added jobs, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and

WHEREAS, the "Triangle Trails Initiative" provides the foundation for a long term strategy that will continue to grow and to provide an invaluable resources for our children, grandchildren and great grandchildren.

NOW, **THEREFORE**, **BE IT RESOLVED** that the Cumberland Board of Commissioners of Cumberland County, North Carolina supports the concept of working within a regional framework to plan, design, develop and link protected undeveloped landscapes and natural resources by endorsing the "Triangle Trails Initiative."

ADOPTED this ___ day of _____ 2021.

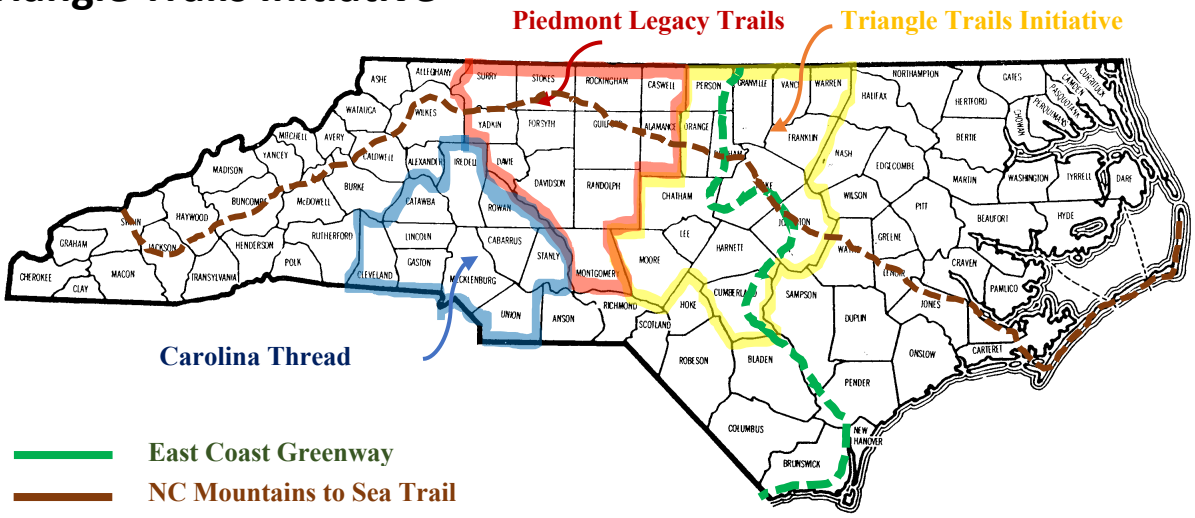
Cumberland County Board of Commissioners By:

_____
Charles E. Evans, Chairman

Attest:

_____
Candice H. White, Clerk to the Board

Triangle Trails Initiative

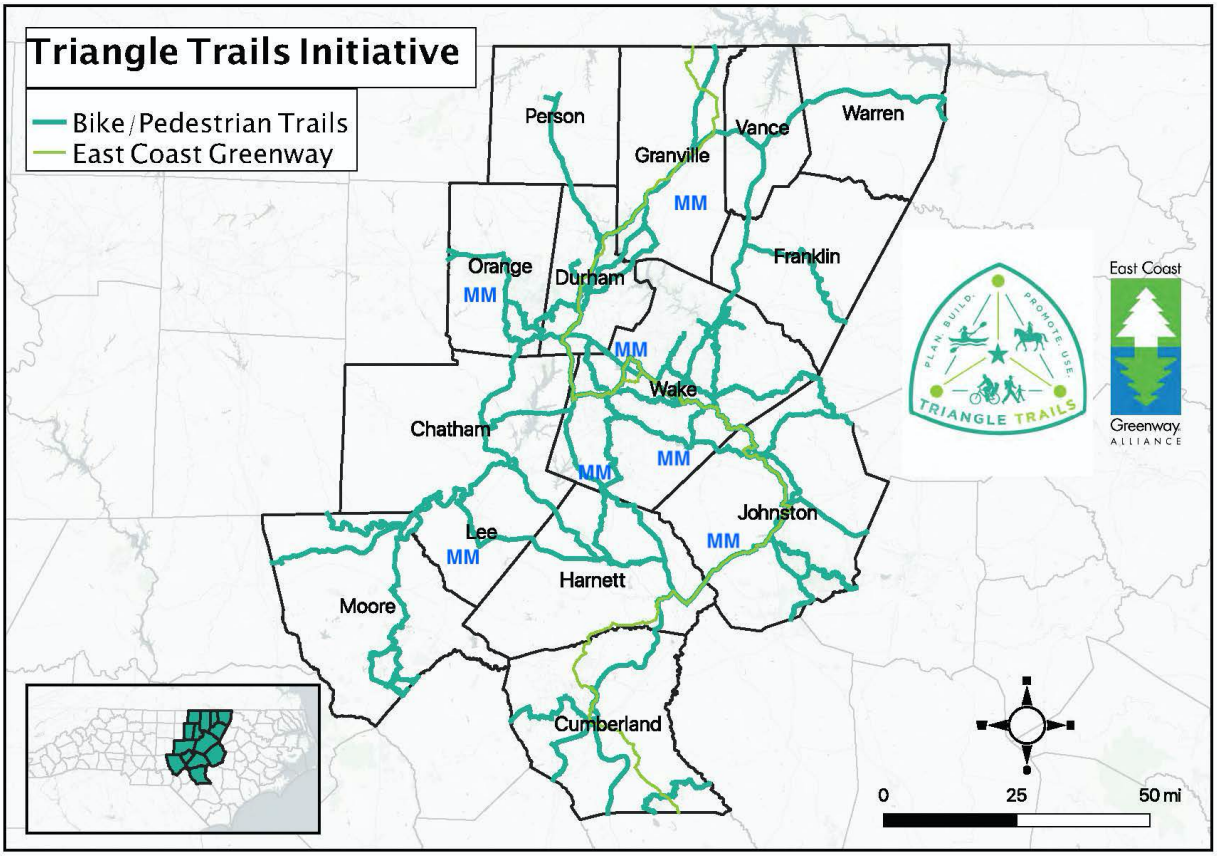


The Triangle Region is blessed with a well-developed network of trails and greenways that afford excellent access to regional outdoor resources. With a constructed network of approximately 400 miles of trails and greenways in use today, now is the time to establish a **regional organization** that can brand, promote, market, program and grow this network. **The Triangle Trails Initiative** (also known as TriangleTrails) is a newly launched collaboration between government, business, anchor institutions and civic leaders to make the Research Triangle Region a **national leader** in greenways and trails. TriangleTrails will work on behalf of the region to promote the extensive regional greenway system.

The Triangle Region joins a growing number of regional greenway organizations across the United States, and here in North Carolina, who are working to connect citizens and visitors to the wealth of close to home and work outdoor resources. TriangleTrails joins current efforts in the Charlotte-Metro Region, through the work of the **Carolina Thread Trail** (established in 2005) and efforts in the Triad region, through the work of The **Piedmont Legacy Trails** (established 2012) to link 38 counties in central North Carolina with a proposed interconnected greenway system. TriangleTrails also supports North Carolina's two long distance greenways, the 1,000-mile east-west **North Carolina Mountains-to-Sea Trail** and the 3,000-mile, north-south **East Coast Greenway**, which intersect in our region near Falls Lake. TriangleTrails also supports the efforts of the NC Department of Transportation and NC State Parks to build and promote greenways and trails in all 100 counties under the recently launched **Great Trails State** initiative.

The goals of TriangleTrails are to Plan, Build, Use, and Promote the extensive network of greenways and trails found throughout our 14-county Initiative region (see map on reverse side of this page). TriangleTrails is an ad hoc organization that is currently operated by volunteers. The Initiative is being established in partnership with the East Coast Greenway Alliance, headquartered in Durham, NC, which has offered to incubate our growth under its 501c3 umbrella. TriangleTrails is working towards a long-term organizational structure to best serve the needs of its members, supporters and regional citizens. Fourteen counties have, or are in the process of, adopting Resolutions of Support for the Initiative.

The AJ Fletcher Foundation provided seed funding to support the initial start-up of TriangleTrails. We are currently engaged in raising three years of operating funds. We have secured financial pledges from the Research Triangle Park Foundation and the Raleigh Convention and Visitors Bureau. Triangle Trails is actively seeking pledges to match the RTPF and VisitRaleigh pledges.


Triangle Trails Initiative
Bike/Pedestrian Trails
East Coast Greenway
Person
Granville
Vance
Warren
Franklin
Orange
Durham
Wake
Chatham
Lee
Johnston
Harnett
Moore
Cumberland
MM
PLAN. BUILD. PROMOTE. USE.
TRIANGLE TRAILS
East Coast
Greenway
ALLIANCE
0
25
50 mi

Connecting people and communities with investments
that keep us active and engaged with nature and our neighborhoods

Adopted Resolutions of Support
County-by-County Status

The Triangle Trails Initiative has grown to include 14 counties in the region, from Vance and Warren in the north to Cumberland in the south. The following provides an update on where each county stands in terms of adopting a Resolution of support for the Triangle Trails Initiative.

Chatham County
Chuck Flink met with Commission Vice Chair Diana Hales, Commissioner Dasher and County Manager Dan LaMontagne on October 22, 2019. **Resolution is approved and adopted by County Commission on July 20, 2020.**

Cumberland County
Chuck Flink met with Joel Strickland of FAMPO on January 17, 2020 to discuss the Triangle Trails Initiative. Joel stated he would work with Cumberland County to see if they would like to join.

Durham County
Chuck Flink and Sig Hutchinson met with Commissioners Reckhow and Jacobs, County Manager Davis and staff on January 7, 2020. **Resolution is approved and adopted by County Commission on February 10, 2020.**

Franklin County
Chuck Flink and Sig Hutchinson met with Franklin County Commission Board Chair Sidney Dunston, Manager Angela Harris, Assistant Manager Kim Denton and Planning Director Scott Hammerbacher on May 19, 2020. The county does not have a completed greenway master plan. **Resolution is approved and adopted by County Commission on November 16, 2020.**

Granville County
Chuck Flink met with Commission Chair Smith and County Manager Michael Felts on February 14, 2020. **Resolution is approved and adopted by County Commission on July 6, 2020.**

Harnett County
Chuck Flink met with full commission on October 1, 2019 and then met with County staff on October 21, 2019. **Commission approved (unanimously) the Resolution of support for TTI on March 16, 2020.**

Johnston County
Chuck Flink and Sig Hutchinson met with Commission Chair Godwin, Commissioner Lawter and County Manager Hester on October 1, 2019. Chuck met with the full commission on March 2, 2020. **County Commission approved the Resolution of support for TTI on March 2, 2020.**

Lee County
Chuck Fink and Sig Hutchinson met with Commission Chair Amy Dalrymple, Commissioner Smith and County Manager Crumpton on January 7, 2020. **Resolution is approved and adopted by County Commission on November 16, 2020.**

Moore County
Chuck Fink and Sig Hutchinson conducted a Zoom meeting with the Chair of the Moore County Commission, Frank Quis and Planning Director Debra Ensminger on May 12, 2020. County does not have a greenway master plan at this time. Flink and Hutchinson will meet with County Commissioners on January 5, 2021 to request resolution of support.

Orange County
Chuck Flink met with Commissioners Penny Rich and Mark Marcoplos on January 16, 2020 Draft Resolution is under review, expect approval in April 2020. **Resolution of support was approved unanimously and adopted by County Commission on June 2, 2020.**

Person County
Chuck Flink met with Commissioner Chairman Jeffers and Commissioner Jimmy Clayton and County Manager Heidi York on December 16, 2019. **Resolution is approved and adopted by County Commission on November 16, 2020.**

Vance County
Chuck Flink met with the Commission Vice Chair Brummitt and County Manager Jordan McMillen on February 14, 2020. **Resolution of support was approved and adopted by County Commission on March 9, 2020.**

Wake County
Chuck Flink met with County Commissioners Growth and Sustainability Committee on February 17, 2020. **Resolution is approved and adopted by County Commission on July 6, 2020.**

Warren County
Chuck Flink met with full Commission and County Manager Vincent Jones on February 19, 2020 **Resolution is approved and adopted, unanimously, by County Commission on March 9, 2020.**

CUMBERLAND COUNTY
NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **2/12/2021**

SUBJECT: **FUNDING AGREEMENT WITH KINGDOM COMMUNITY DEVELOPMENT CORPORATION**

BACKGROUND

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

Attached is a copy of the Funding Agreement between Cumberland County and Kingdom Community Development Corporation to use funds for land acquisition, site clearance, and infrastructure / improvements on eight (8) lots as part of a multi-phased affordable housing development project that will be located along Elizabeth Street and Lee Street in Spring Lake. The development hard cost for the infrastructure / site improvements will include new onsite improvements that are essential for the development of the site for the affordable housing to be constructed. Community Development funds in the amount up to $204,732 are available for Phase I of this project. Once completed, the project will serve households with an income at or below 80% of the area median income.

RECOMMENDATION / PROPOSED ACTION

At the February 11, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the February 15, 2021 Board of Commissioners' Meeting:

1. Approve the funding agreement with Kingdom Community Development Corporation in the amount not to exceed $204,732.

ATTACHMENTS:

Description	Type
Funding Agreement with Kingdom Community Development Corporation	Backup Material

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

THIS AGREEMENT entered this 16th day of February, 2021 by and between Cumberland County (herein called the "**County**") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "**CHDO**") located at 127 N. Main Street, Spring Lake, North Carolina.

WHEREAS, the County has received funds from the Department of Housing and Urban Development under the Community Development Block Grant Program and HOME Investment Partnerships Program; and,

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

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

I. SCOPE OF SERVICES

A. Activities

The CHDO will be responsible for administering funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the "own, develop, or sponsor" requirement in 24 CFR Part 92 and 24 CFR Part 570.

Phase I: Acquisition, Clearance, and Infrastructure / Improvements – Funds will be utilized for land acquisition, site clearance, and infrastructure / improvements on eight (8) lots (Parcel #s: 0501-46-9395; 0501-56-0389; 0501-56-1483; 0501-56-2446; 0501-56-2498; 0501-56-3561; 0501-56-1244; and 0501-56-0250) as part of a multi-phased affordable housing development project. The development hard cost for the infrastructure / site improvements will include new onsite improvements such as water, sewer lines, etc. that are essential for the development of the site for the affordable housing to be constructed. The CHDO will ensure that all activities conducted under this Agreement will comply with the project requirements in 24 CFR 92, subpart F and the affirmative marketing requirements in accordance with 24 CFR 92.351.

B. Property Standards

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

C. Performance Monitoring

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

II. TIME OF PERFORMANCE

All acquisition, clearance, infrastructure / site improvements, and construction activities shall be completed no later than December 31, 2021. A final accounting for the expenditure of all County funds shall be submitted no later than January 31, 2022. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. PAYMENT OF EXPENSES

A. Project Expenses

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

IV. BANKING REQUIREMENTS

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

V. FUNDING TERMS

A. Project Development Costs

The County will allocate up to $197,000 in CDBG funds and $7,732 in HOME funds for the development of eligible projects. These funds will be provided as a grant to the CHDO to assist in the multi-phased development of eligible affordable housing projects, as further described in Paragraph I Scope of Services of this Agreement. The CHDO agrees to ensure that the properties acquired, improved, or constructed with HOME funds will meet the affordability standards as further described in Paragraph VIII.B of this agreement.

TOTAL CONTRACT AMOUNT NOT TO EXCEED: $204,732

B. Future HOME Set-Aside Funds

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

VI. PROCEEDS

A. Sale Proceeds

1. **Grantee Share:** Thirty percent (30%) of the net sales proceeds from units developed or improved with HOME funds shall be returned to the Grantee. The CHDO shall return thirty percent (30%) of said proceeds to the Grantee within thirty (30) days from the date of closing.

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

B. Rental Proceeds

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

VII. NOTICES

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

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

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

VIII. PROJECT REQUIREMENTS

A. The CHDO will ensure that all activities undertaken meet the HOME funding requirements as spelled out in 24 CFR Part 92.

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

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

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

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

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

D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.

E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME

Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8 HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.

F. The CHDO will be responsible for complying with the provisions of this Agreement even when the CHDO designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required by this Agreement.

G. The CHDO will comply with all lawful requirements of the County necessary to ensure that the program is carried out in accordance with the CHDO's certifications including certifications of assumption of labor standards responsibilities outlined in 24 CFR Part 92.

H. The employees, agents, or officials of the CHDO, including members of the governing body, who exercise any function or responsibility with respect to the program, or their immediate family members, during the tenure of the subject person or for one year thereafter, will have no direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. The same prohibition will be incorporated in all such contracts and subcontracts.

I. The assistance provided under this Agreement will not be used by the CHDO to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. However, HOME funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs. No fees for these services will be paid until invoices are submitted by the CHDO and reviewed for approval by the Community Development Director.

J. The CHDO will reimburse the County for any amount of HOME funds determined by the County to have been improperly expended.

K. The CHDO will notify the County in writing of any changes in its 501(c)(3) tax exempt status throughout the specified period of affordability, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of a CHDO as provided under 24 CFR Part 92. Any change in effective control of the ownership or management of the CHDO shall require prior written approval of the County. The CHDO will not be relieved of any of the requirements, duties or obligation of this Agreement unless the County consents in writing.

L. The CHDO agrees to repay, remit or return to the County any amount of remaining HOME funds provided under this Agreement, if the County determines that the CHDO does not have the capacity to carry out its HOME program on schedule or in a timely matter. The CHDO will have thirty (30) days to cure identified deficiencies or to submit a plan of corrective action acceptable to Community Development. Upon failure of the CHDO to comply, the County will provide a written determination of capacity to the CHDO ten (10) days prior to any request to remit, return or repay the HOME funds.

M. The CHDO must meet the per unit subsidy limits as required by 24 CFR 92.250.

N. The CHDO will comply with the conditions of 24 CFR 92.257 regarding primary religious organizations.

IX. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

The CHDO will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The CHDO will comply with the bonding and insurance requirements of 2 CFR Part 200.

F. Debarred / Suspended

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

G. County Recognition

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

H. Amendments

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

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph 1A above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the CHDO under this Agreement will, at the option of the County, become the property of the County, and the CHDO will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The County may also suspend or terminate this Agreement, in whole or in part, if the CHDO materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the CHDO ineligible for any further participation in the County's contracts, in addition

to other remedies as provided by law. In the event there is probable cause to believe the CHDO is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen percent (15%) of said contract funds until such time as the CHDO is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

J. Agency and Authority

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

X. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The CHDO will maintain all records required by the Federal regulations specified in 24 CFR 92.508 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include but are not limited to:

- **a.** Records providing a full description of each activity undertaken;
- **b.** Records demonstrating that each activity undertaken are eligible under the HOME and CDBG programs;
- **c.** Records documenting long-term affordability;
- **d.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME and CDBG assistance;
- **e.** Records documenting compliance with the fair housing and equal opportunity components of the HOME & CDBG program; and
- **f.** Financial records as required by 24 CFR Part 92 and 24 CFR Part 570, and 2 CFR Part 200.

2. Retention

The CHDO will retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for five (5) years after the CHDO has received final payment. Notwithstanding the above, if there is/are litigation, claims, audits, negotiations or other activities that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Property Records

The CHDO will maintain a real property inventory that identifies properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the affordability restrictions as specified in 24 CFR Part 92.252 or 92.254, as applicable.

4. Close Outs

The CHDO's obligation to the County will not end until all closeout requirements through the Integrated Disbursement and Information System (IDIS) are completed. Activities during this close-out period will include, but are not limited to, making final payments, tracking un-spent cash advances, proceeds balances, accounts receivable, and determining the custodianship of records.

5. Audits & Inspections

The Subrecipient agrees to have an annual agency audit conducted in accordance with 2 CFR part 200. If the Subrecipient does not meet the threshold requirements for an annual audit in accordance with 2 CFR part 200, the Subrecipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Subrecipient within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Payment Procedures

The County will pay the CHDO funds available under this contract based upon information submitted by the CHDO and consistent with the activities described in Paragraph I Scope of Services of this Agreement and the following standards:

a. **Payment of Expenses:** The CHDO will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the County for payment. The CHDO's Executive Director will submit all requests for payment with a cover memorandum consistent with the County's policy and the following source documentation:

b. **Payroll Expenses**: All requests for payment of eligible payroll expenses will include a copy of a timesheet (in the format specified by the County) signed and dated by both the employee and the employee's supervisor. To accompany the timesheet, the CHDO will submit a work progress report to correspond to the hours submitted for payment. The work progress report will include, at a minimum, a synopsis of the dates and times worked, the number of clients assisted, the specific services that were provided to the clients, and/or the services that were performed for the program.

c. **Other Expenses**: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as the date and check number documenting payment of the expense by the CHDO (or a copy of the check will suffice). The invoice / receipt should indicate the date the expense was incurred, the name of the CHDO (if applicable), and the amount of the expense.

d. **Documentation of Expenditure of Proceeds**: To document the expenditure of CHDO proceeds committed to the eligible HOME projects of this Agreement, the CHDO will submit copies of all invoices for eligible expenses paid from the CHDO proceeds. These copies will be submitted to the County within 30 days after payment of the expense. A cover memorandum should accompany the documentation indicating the name of the project that the expense was made for in accordance with this agreement.

e. **Frequency:** The CHDO will submit requests for payment of eligible expenditures incurred on behalf of the program to the Grantee at least on a monthly basis. The County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the CHDO.

2. **Progress Reports**

a. Monthly Report(s) - The CHDO will submit to the County on a monthly basis a Program Income Report. This report will include the program income, if applicable, (rents, fees, etc.) collected for the month, the expenses that were paid from that income; and the balance on hand. The report should also have attached copies of bills paid for eligible expenses as supporting documentation.

b. Other Reports - The CHDO will submit the following reports to the County on a quarterly basis:

(i) Project Inventory Report – This report will include the activities conducted to date to locate a project site, the number of units acquired/constructed, location of units acquired; the cost per unit, rehabilitation/construction costs, and the schedule for when the rehabilitation/construction will be completed and the unit leased/sold.

(ii) HOME Rental Project Activity Report for any project involving the acquisition or rehabilitation of rental housing;

(iii) Project Proceeds Report –This report details the amount of proceeds collected during the period, the amount currently on hand, and the amount expended on eligible home activities. This report should also include details on the nature of the expense and including copies of bills and/or invoices to document the expense.

(iv) Bank Statements showing all activity for the Project Proceeds bank account during the report period.

(v) Budget Activity Report.

All quarterly reports are due to the County by October 15th, January 15th, April 15th and July 15th. All monthly reports will be due to the County by the 15th of the month (i.e. July's report will be due August 15th).

3. **Project Set Up and Completion**

The CHDO will provide information to the County on the proposed activities of projects for set-up in IDIS, ten (10) days prior to CHDO obligation of any funds. The CHDO will provide project completion records to the County no later than fifteen (15) days after the final expenditure on the project has been made. The County will provide all required forms to the CHDO. The CHDO will spend its total allocation of HOME funds on eligible housing activities by the end of the fifth year or less after its project has been entered into IDIS or it must remit the remaining funds to the United States Treasury.

D. **Procurement**

1. **Compliance**

The CHDO will comply with current County policy concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets, including but not limited to, unexpended proceeds, will revert to the County upon termination of this contract. If this Agreement is terminated during the first twelve (12) months, all personal property acquired with HOME funds will revert to the County.

2. **Other Standards**

The CHDO will procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and will subsequently follow Subpart C, Sections .30-.37, Property Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

E. **Other Program Requirements**

The CHDO agrees to comply with the following requirements of 24 CFR Part 92, Subpart H:

1. The federal requirements regarding nondiscrimination established in 24 CFR 92.350;

2. If the project contains five (5) or more HOME assisted units, the CHDO agrees to comply with the Affirmative Marketing responsibilities as enumerated by the County in accordance with 24 CFR 92.351;

3. Any displacement, relocation, and acquisition requirements imposed by the County consistent with 24 CFR 92.353;

4. The employment and contracting requirements in 24 CFR 92.354;

5. The conflict of interest provisions prescribed in 24 CFR 92.356(f); and

6. The consultant activities provision prescribed in 24 CFR 92.358.

XI. MISCELLANEOUS

A. Merger Clause

This Agreement, including the exhibits and attachments made herein, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties will be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

B. Non-appropriation Clause

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the CHDO written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program.

C. Environmental Review Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Cumberland County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

D. Iran Divestment Act Certification

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E. E-Verify

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

XII. INCORPORATED DOCUMENTS

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I - Recapture Provision;
- Exhibit II – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: _____
Clerk to the Board of
County Commissioners

By: _____
CHARLES EVANS, Chair Date

[OFFICIAL SEAL]

ATTEST:

KINGDOM COMMUNITY DEVELOPMENT CORPORATION

By: _____
Secretary

By: _____
Chair Date

[SEAL]

PRE-AUDIT CERTIFICATE:
This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

By: _____
County Finance Director Date

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Attorney's Office Date
Agreement Expires:
(X) Renewable
( ) Non-Renewable

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State, do hereby certify that _____, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that Charles Evans is the duly appointed Chairman; that the seal affixed to the foregoing Agreement is the Official Seal of the Board; that said Chairman is duly authorized to enter into this Agreement on behalf of said Board and that he signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Board; all by its authority duly granted; and that said Chairman acknowledged the said Agreement to be the act and deed of the Board.

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

EXHIBIT I

CUMBERLAND COUNTY COMMUNITY DEVELOPMENT
RECAPTURE PROVISION

Recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR Part 92.254(a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that the net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of $150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed $150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of $5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. ***Minimum Wages.***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. ***Withholding.***

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. ***Payrolls and Basic Records.***

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and Trainees.***

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. ***Compliance with Copeland Act Requirements.***

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. ***Subcontracts.***

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. ***Compliance with Davis-Bacon and Related Act Requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

• Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
• Fails to meet reasonable contract performance requirements; or
• Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CANDICE H. WHITE, CLERK TO THE BOARD**

DATE: **2/15/2021**

SUBJECT: ALLIANCE HEALTH BOARD OF DIRECTOR VACANCIES

BACKGROUND

Alliance Health is governed by an appointed Board of Directors. The Alliance Board consists of community stakeholders from Durham, Wake, Cumberland and Johnston counties that are appointed by their respective County Commissioners. Orange County has also initiated the process of requesting formal disengagement from Cardinal Innovations Healthcare and is seeking realignment with Alliance Health. (See attached correspondence from Orange County to NC DHHS.)

Cumberland County Commissioners appoint four directors to the Alliance Board and two of those four director positions have expired. Each of those directors served two consecutive terms of three years and are not eligible for reappointment under the Cumberland County Commissioners' Rules of Procedure. (See attached membership roster.)

Correspondence was received from the Alliance Board Chairman recommending that Lodies J. Gloston be appointed to the Alliance Board for an additional three-year term. (See attached correspondence.) Rule 29 of the Rules of Procedure for the County Commissioners of Cumberland County states, "no citizen may serve more than two consecutive terms on any board/committee (must be off at least one year before returning to the board/committee)." Rule 29 further states, "The Board of Commissioners reserves the right to waive this requirement, based on special circumstances."

Following discussion at the February 11, 2021 Agenda Session meeting, consensus was to waive the two consecutive term requirement, nominate Lodies Gloston for a third term on the Alliance Health Board of Directors, and forward the nomination to the February 15, 2021 regular meeting for appointment.

RECOMMENDATION / PROPOSED ACTION

Waive the two consecutive term requirement and appoint Lodies Gloston to a third term on the Alliance Health Board of Directors.

ATTACHMENTS:

Description	Type
Alliance Health Board of Directors Membership Roster	Backup Material
Alliance Health Recommendation for Appointment	Backup Material
Orange County Correspondence to NC DHHS	Backup Material

ALLIANCE HEALTH
BOARD OF DIRECTORS

3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Duane Holder 1111 Boone Hall Way #108 Fayetteville, NC 28303 (252) 714-3832 dholder@co.cumberland.nc.us	5/19	1st full term	May/22 5/31/22	Yes
Christopher Bostock 424 Kingsford Road Fayetteville, NC 28314 486-0415 (W) / 273-4936 (C) Chris_bostock@ml.com	9/16	2nd	Sept/19 9/30/19	No
Lodies Gloston 2000 Greendale Drive Fayetteville, NC 28304 867-5724 (H) lodiesgloston@nc.rr.com	9/16	2nd	Sept/19 9/30/19	No
Glenn Adams 407 Hilliard Drive Fayetteville, NC 28311 223-1400 (W) / 822-4578 (H) gadams@co.cumberland.nc.us	9/19	2nd	Sept/22 9/30/22	No

(serving unexpired term; eligible for one additional three-year term)

Alliance Health is governed by a Board of Directors that is responsible for comprehensive planning, budgeting, implementing and monitoring of community-based mental health, developmental disability and substance abuse services to meet the needs of individuals in the Alliance region.

The Alliance Board consists of community stakeholders from Durham, Wake and Cumberland counties that are appointed by their respective County Commissioners, as well as representation from Johnston County. Service providers do not serve as members of the Board.

1/29/19 – received email from Veronica Ingram that Alliance Behavioral Healthcare name is being changed to Alliance Health.

Board meets on the first Thursday of the month at 4:00 p.m. at 5200 W. Paramount Parkway, Ste 200, Morrisville, NC 27560. (July and January meeting only as needed).
Veronica Ingram, 919-651-8466 vingram@alliancebhc.org

Alliance Health

All Offices:
(919) 651-8401

Online:
AllianceHealthPlan.org

September 6, 2019

Sent via Electronic Mail
Cumberland Board of County Commissioners
Attn: Dr. Jeannette M. Council
P.O. Box 1829
Fayetteville, NC 28302
jcouncil@co.cumberland.nc.us

RE: Request for Reappointment

Dear Chair Council,

I am pleased to share with you and your colleagues that Alliance's Board voted unanimously at its September 5 meeting to recommend Lodies J. Gloston's reappointment to Alliance's Board for an additional three-year term, representing Cumberland County. Ms. Gloston's current term expires September 30, 2019.

Her background as a special education teacher/school administrator, advocate for mental health/developmental disabilities and previous experience as a chairperson of the Cumberland County LME are valuable assets. Ms. Gloston currently serves as chairperson of Alliance's Policy Committee. She has also served as chairperson of our Human Rights Committee.

Ms. Gloston brings commitment and a unique perspective to Alliance's Board and we respectfully request her appointment.

Sincerely,

George P. Corvin, MD
Board Chairman

cc: Candice White, Clerk to the Board of Commissioners
Robert Robinson, Alliance CEO
Glenn Adams, Cumberland Board of County Commissioners/Alliance Board Member

urac ACCREDITED Health Call Center Expires 01/01/2020
urac ACCREDITED Health Network Expires 01/01/2020
urac ACCREDITED Health Utilization Management Expires 01/01/2020

ORANGE COUNTY
NORTH CAROLINA
COUNTY MANAGER'S OFFICE

300 West Tryon Street
Post Office Box 8181
Hillsborough, North Carolina 27278

Bonnie B. Hammersley, County Manager
Travis Myren, Deputy County Manager

Phone (919) 245-2300
Fax (919) 644-3004

Via Email and USPS Mail

November 16, 2020

Dr. Mandy Cohen, MD, MPH
Secretary, NC Department of Health and Human Services
2001 Mail Service Center
Raleigh, NC 27699-2001

Dear Secretary Cohen:

On November 5, 2020, the Board of Orange County Commissioners authorized the County Manager to initiate the process of requesting formal disengagement from Cardinal Innovations Healthcare and seeking realignment with Alliance Health. Please accept this letter as Orange County's Intent to Disengage as described in 10A NCAC 26C .0702.

Orange County is creating its disengagement plan for approval by the Board of County Commissioners and will post the adopted plan on the appropriate websites. The County also looks forward to receiving public comment on the plan and making those comments available on the County's website. We will also be asking the Board of Commissioners to approve a continuity of services plan for the transition.

Orange County is committed to offering the highest quality services to its residents and has made significant efforts to improve behavioral health services through local investments. Although the timing of this request is likely not ideal given the State and County responses to the COVID-19 pandemic, the Board expressed urgency in finalizing the disengagement process well before the implementation of Tailored Plans in July of 2022.

Thank you for your leadership in responding to the COVID-19 pandemic and for your ultimate thoughtful consideration of Orange County's complete disengagement and realignment request in the near future.

Sincerely,

Bonnie Hammersley
Orange County Manager

Enclosure: Authorization by the Board of Commissioners to initiate disengagement from Cardinal Innovations Healthcare and to seek realignment with Alliance Health

CC: Counties in the Cardinal Innovations Healthcare and Alliance Health Catchment Areas

Representative Josh Dobson, Co-Chair
NC General Assembly, Joint Legislative Committee on Health and Human Services
300 N. Salisbury Street, Room 307B
Raleigh, NC 27603

Senator Joyce Krawiec, Co-Chair
NC General Assembly, Joint Legislative Committee on Health and Human Services
300 N. Salisbury Street, Room 308
Raleigh, NC 27603

Representative Donny Lambeth, Co-Chair
NC General Assembly, Joint Legislative Committee on Health and Human Services
300 N. Salisbury Street, Room 303
Raleigh, NC 27603

Senator Valerie Foushee, District 23
NC General Assembly
300 N. Salisbury Street, Room 629
Raleigh, NC 27603

Representative Verla Insko, District 56
NC General Assembly
300 N. Salisbury Street, Room 503
Raleigh, NC 27603

Representative Graig Meyer, District 50
NC General Assembly
16 West Jones Street, Room 1017
Raleigh, NC 27601

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CANDICE H. WHITE, CLERK TO THE BOARD**

DATE: **2/15/2021**

SUBJECT: **CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEE VACANCIES**

BACKGROUND

The Cape Fear Valley Health System Board of Directors consists of twenty appointed trustees. Seven of the trustees are the Cumberland County Commissioners. Eight trustees are appointed at-large by the Board of Commissioners, with two of those being medical doctors and one being a nurse.

Of the eight trustees appointed at-large by the Board of Commissioners, two medical doctor trustee positions and one general public trustee position have expired. These trustees have each served two consecutive terms of three years and are not eligible for reappointment. (See attached membership roster.)

Following discussion at the February 11, 2021 Agenda Session meeting, consensus was to nominate and forward to the February 15, 2021 regular meeting for appointment Dr. Michael Jones and Dr. Myron Strickland for the two medical doctor Board of Trustee positions and Marshall Faircloth and Robert "Jason" Poole for the one general public Board of Trustee position.

RECOMMENDATION / PROPOSED ACTION

Appoint Dr. Michael Jones and Dr. Myron Strickland to the two medical doctor Board of Trustee positions on the Cape Fear Valley Health System Board of Directors, and Marshall Faircloth or Robert "Jason" Poole to the one general public Board of Trustee position on the Cape Fear Valley Health System Board of Directors.

CUMBERLAND COUNTY
NORTH CAROLINA

COUNTY EXECUTIVE ASSISTANT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMY H. CANNON, COUNTY MANAGER AND RICKEY MOOREFIELD, COUNTY ATTORNEY**

DATE: **2/4/2021**

SUBJECT: **RECONSIDERATION OF JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS AND THE CITY COUNCIL REQUESTING CUMBERLAND COUNTY'S DELEGATES TO THE GENERAL ASSEMBLY TO SPONSOR A LOCAL BILL TO AMEND SESSION LAW 1991-413, AUTHORIZING A PREPARED FOOD AND BEVERAGE TAX, AND TO MODIFY THE DISTRIBUTION OF PROCEEDS FROM THE SALE OF ALCOHOLIC BEVERAGES IN CUMBERLAND COUNTY PURSUANT TO G.S. 18B-805(E)**

BACKGROUND

A Joint Resolution between the Board of Commissioners and the City Council as well as language to amend Session Law 1993-413 and to modify the distribution of proceeds from the sale of alcoholic beverages in Cumberland County was approved by the Board on January 19, 2021 and subsequently approved by the City Council on January 25, 2021.

On January 21, 2021 the Board of Commissioners held a special meeting with our Legislative Delegation to discuss this item and other potential legislative changes for the upcoming session. For many years, the Board has requested amendments to Session Law 1991-413 to expand the use of the Food and Beverage proceeds and to remove the repeal requirement once the debt has been paid. The Delegation advised the Board at this most recent meeting that a referendum would likely be required to move this legislation successfully through the General Assembly.

This new information regarding a referendum requirement creates significant risks to the County and the extension of the tax. The proposed language for Session Law 1965-892 which allows the sharing of ABC revenue with the City of Fayetteville, Spring Lake and Hope Mills does not address a referendum requirement. The currently approved resolution and proposed Session Law language provides that the County would begin sharing ABC revenue immediately without results of a referendum. This creates a potential loss of

$9M of revenue to the County, $3M of ABC revenue and $6M Food and Beverage revenue upon a failed referendum.

The Food and Beverage Work Group comprised of Chairman Evans, Vice Chairman Adams and Commissioner Keefe met with staff twice since the January 21, 2021 Delegation Meeting to discuss this new information and how we should proceed with the potential legislative changes. County Staff obtained information from the NCACC regarding local bills related to food and beverages taxes. Paige Worsham indicated the General Assembly has not passed any bills recently without the voter referendum requirement. Durham County is the entity that most recently took a proposed food and beverage tax to the voters in 2008, and the referendum failed to pass.

The work group believes there is a significant risk of losing the Food and Beverage Tax in our community if the repeal is tied to a referendum. Therefore, they are recommending the Board rescind the Joint Resolution of the Cumberland County Board of Commissioners and the Fayetteville City Council.

Since meeting with the work group, staff met with the County's Bond Counsel. While staff agrees with the workgroup's recommendation to rescind the Joint Resolution, after discussion with Bond Counsel, staff does not recommend pursuing any legislative changes. Additionally, staff suggests the County continue working with Spectra in completing the feasibility study once events have resumed at the Crown Complex.

RECOMMENDATION / PROPOSED ACTION

This item was presented to the Board of Commissioners' at their February 11, 2021 Agenda Session and was approved to move the following recommendation to the February 15, 2021 Board of Commissioner's meeting as a consent agenda item:

Rescind the Joint Resolution of the Cumberland County Board of Commissioners and the Fayetteville City Council and suspend pursuing any legislative changes.

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **2/11/2021**

SUBJECT: FISCAL YEAR 2021 AUDIT CONTRACT WITH ELLIOTT DAVIS, PLLC

BACKGROUND

On February 13, 2020 the Board of Commissioners awarded the County's audit contract for fiscal years 2020, 2021, and 2022 to Elliott Davis, PLLC. Each fiscal year the audit contract requires approval by the Board of Commissioners. For fiscal year 2021, the total County contract cost is $98,940 and the total cost for the Tourism Development Authority (TDA) is $4,539. Both amounts are consistent with the amounts presented during the request for proposal process conducted last fiscal year.

RECOMMENDATION / PROPOSED ACTION

The following actions were recommended during the February 11, 2021 Agenda Session meeting:

1. Approval of the Fiscal Year 2021 Audit Contract and Engagement Letter with Elliott Davis, PLLC.
2. At the request of the Board of County Commissioners, Finance Director will request that Elliott Davis, PLLC consider engaging a local minority firm to cover a portion of the audit work.

ATTACHMENTS:

Description	Type
FY2021 Audit Contract with Elliott Davis	Backup Material
FY2021 Engagement Letter with Elliott Davis	Backup Material

CONTRACT TO AUDIT ACCOUNTS

The	Governing Board
of	Primary Government Unit (or charter holder)
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐Auditor ☐Governmental Unit ☐Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: ***Title and Unit / Company:*** ***Email Address:***

OR Not Applicable *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature*
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

February 2, 2021

To the Board of County Commissioners and Management
Cumberland County, North Carolina
Fayetteville, North Carolina

The Objective and Scope of the Audit of the Financial Statements
You have requested that we audit Cumberland County's (the County) governmental activities, business-type activities, each major fund, the aggregate remaining fund information, the Cumberland County Tourism and Development Authority, the Eastover Sanitary District, the Fayetteville Area Convention and Visitors Bureau, and the Fayetteville Cumberland Economic Development Commission as of and for the year ending June 30, 2021, which collectively comprise the basic financial statements. You acknowledge that we are the group auditor of County's basic financial statements as of and for the year ending June 30, 2021. We will not audit the financial statement of Cumberland County ABC Board. Those financial statements will be audited by component auditors. We are pleased to confirm our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

An audit of County as of June 30, 2021 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the State Single Audit Implementation Act.

The Responsibilities of the Auditor
We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the Uniform Guidance; the U.S. Office of Management and Budget's (OMB) Compliance Supplement; and the State Single Audit Implementation Act. Those standards, circulars, and supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board of Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; to include: the County's financial statements and related footnote disclosures of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and all required and other supplementary information;

2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;

3. For the preparation of the transmittal letter, management's discussions and analysis, the County's schedule of expenditures of federal and state awards to include all applicable grants and the related expenditures that are required to be reported under the Uniform Guidance and the State Single Audit Implementation Act and provision of accurate listings for accrual items and all information necessary for the statistical tables;

4. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

5. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

6. For report distribution; and

7. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;

    b. Additional information that we may request from management for the purpose of the audit; and

    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act, the Uniform Guidance, and the State Single Audit Implementation Act, management is responsible for (a) identifying all federal and state awards received and expended; (b) preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal and state awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The Board of Commissioners is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Our association with an official statement is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.

We agree that our association with any proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> *"Elliott Davis, PLLC, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Elliott Davis, PLLC also has not performed any procedures relating to this official statement or memorandum."*

Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services, including the preparation of the basic financial statements and combining and individual fund financial statements, budget and actual comparisons, comparative schedule of capital assets and changes in capital assets by function and activity, schedule of ad valorem taxes receivable, analysis of current tax levy and secondary market disclosures, schedule of cash and investment balances, schedule of interfund transactions, calculation of debt service coverage ratio and other supplementary information, and the preparation and submission of the Data Collection Form to the Federal Audit Clearinghouse. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The County has agreed that Vicki Evans, Finance Director possesses suitable skill, knowledge or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated Vicki Evans, Finance Officer as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;

2. Vicki Evans, Finance Officer will assume all management responsibilities for subject matter and scope of the non-audit services described above;

3. The County will evaluate the adequacy and results of the services performed; and

4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the County's management of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

Elliott Davis, PLLC may mention the County's name and provide a general description of the engagement in Elliott Davis, PLLC's client lists and marketing materials.

In accordance with GAS, a copy of our most recent peer review report has been provided to you.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee for the engagement will be $103,479. These fees reflect our estimate for compliance testing of up to 3 major federal programs and up to 2 major state programs based on requirements that were in effect when the fees were initially quoted. If changes to requirements such as those imposed by federal or state agencies, or resulting from CARES Act funding result in in additional programs having to be tested we will discuss potential scope and fee changes with you as soon as they become known and prior to incurring any additional costs.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not arise that would significantly increase the time required for us to complete the audit. Examples of circumstances that cause us to perform work in excess of that contemplated in the above fee include:

Changing Auditing and Reporting Standards
Governmental and rule-making bodies regularly expand or revise their audit and reporting requirements. While we attempt to plan our work to anticipate these changes, they can often arise subsequent to when we quote our initial proposed fees. We will assess the effects of these situations and discuss them with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records
We base our fees on the expectation that client accounting methods and records are accurate and in accordance with existing authoritative guidance so that our work can be performed in a timely and efficient manner. Numerous errors, incomplete records, or the application of incorrect accounting methods will require significant additional work in order for us to issue our audit opinion in accordance with professional standards.

Failure to Prepare for the Audit
Our fees also assume that the County will be prepared for us to perform the audit in accordance with the agreed upon timeline. When we are required to start and stop work due to the condition of records or failure to provide records on schedule, we are not able to perform the engagement efficiently. As a result, we must incur significant time and expense to reschedule staff, absorb additional start-up costs, and still complete the audit within the deadline.

In the event you terminate this engagement, you will pay Elliott Davis, PLLC for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by Elliott Davis, PLLC through the effective date of termination.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, Elliott Davis, PLLC may, at its sole discretion, terminate this arrangement letter without further obligation to the County. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for Elliott Davis, PLLC to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a shareholder, principal or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the County agrees it will compensate Elliott Davis, PLLC for any additional costs incurred as a result of the County's employment of a shareholder, principal or professional employee of Elliott Davis, PLLC.

The audit documentation for this engagement is the property of Elliott Davis, PLLC and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the County or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Elliott Davis, PLLC. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Elliott Davis, PLLC audit personnel and at a location designated by our firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program. Our association with the CAFR is to consist of assisting you in preparing the basic financial statements, combining and individual fund financial statements, and compliance reports, and reading, referencing and reviewing information presented in the introductory section, management's discussion and analysis and the statistical sections for consistency with the financial statements.

Claim Resolution

Cumberland County and Elliott Davis, PLLC agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the audit report issued by Elliott Davis, PLLC or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Elliott Davis, PLLC's liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to Elliott Davis, PLLC or the services rendered under this arrangement letter.

Because Elliott Davis, PLLC will rely on the County and its management and Board of Commissioners to discharge the foregoing responsibilities, the County holds harmless and releases Elliott Davis, PLLC and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management that has caused, in any respect, Elliott Davis, PLLC's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Information Security - Miscellaneous Terms
Elliott Davis, PLLC is committed to the safe and confidential treatment of the County's proprietary information. Elliott Davis, PLLC is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The County agrees that it will not provide Elliott Davis, PLLC with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the County's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Elliott Davis, PLLC may terminate this relationship immediately in its sole discretion if Elliott Davis, PLLC determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Elliott Davis, PLLC's client acceptance or retention standards, or if the County is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the County or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting
We will issue a written report upon completion of our audit of the County's financial statements. Our report will be addressed to the Board of Commissioners of Cumberland County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the County's financial statements, we will also issue the following types of reports:

1. A report on fairness of the presentation of the County's schedule of expenditures of federal and state awards for the year ending June 30, 2021.

2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control.

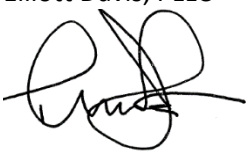
3. Report on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and the *State Single Audit Implementation Act,* on each major program.

4. An accompanying schedule of findings and questions costs.

This letter constitutes the complete and exclusive statement of agreement between Elliott Davis, PLLC and the County, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Elliott Davis, PLLC



Thomas J. McNeish, CPA
Shareholder

Confirmed on behalf of ***Cumberland County, North Carolina***:

Governance Signature	Title
Management Signature	Title

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **2/11/2021**

SUBJECT: **INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN THE UNITED STATES AND CUMBERLAND COUNTY FOR FORT BRAGG ANIMAL SERVICES**

BACKGROUND

In February 2016, Cumberland County entered into an Intergovernmental Support Agreement with Fort Bragg to provide animal control services on the installation.

Under the agreement, Fort Bragg pays Cumberland County to respond to animal services dispatches within the portions of the post located in Cumberland County. Stray and surrendered animals from post are taken to the Animal Services shelter. The County also quarantines animals from Fort Bragg as needed.

The original agreement was for one year and renewable annually for up to four additional years.

Animal Services invoices the post monthly for services rendered. Over the course of the five-year period, Animal Services has requested pricing adjustments to the agreement based on the costs to the County for the services rendered.

The attached agreement for your consideration is for one year and can be renewed for successive one-year periods for four additional years. Fort Bragg has agreed to new changes in the prices for services. The cost for productive dispatches per animal impounded will go from $223 to $309. The cost for surrendered animals taken over the counter from Fort Bragg will go from $30 to $309 per animal. The $309 cost is the average cost for intaking, housing and caring for one animal for the average length of stay of nine days. These animals are either reported as stray and found on Fort Bragg or surrendered by owners living on Fort Bragg.

Animal Services also has a new partnership with Fort Bragg. The post is providing veterinarians and staff to perform sterilization surgeries on dogs, cats and livestock at the animal shelter twice a month. This partnership

provides more surgical experience for new graduate veterinarians beginning their Army career and is a valuable service to the Animal Services Department.Animal Services Director Elaine Smith reports this partnership is working well and very beneficial to both parties.

At the Agenda Session on February 11, 2021 the board approved moving this item to the consent agenda for the regular meeting of the Board of Commissioners on February 15, 2021.

RECOMMENDATION / PROPOSED ACTION

Approve the attached Intergovernmental Support Agreement between Cumberland County and Fort Bragg for animal services provided on the post.

ATTACHMENTS:

Description	Type
Intergovernmental Support Agreement for Fort Bragg Animal Services	Backup Material

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES

AND

CUMBERLAND COUNTY, NC

FORT BRAGG ANIMAL SERVICES
ORDER # BRAG-IGSA-20-

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter COUNTY is used for brevity throughout this model) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA Agreements Officers (hereafter Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the COUNTY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

The COUNTY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in COUNTY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall COUNTY employees or contractors be deemed federal employees. If the COUNTY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the

COUNTY and its employees.) Employees of the United States may not perform services for or on behalf of the COUNTY without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the COUNTY, the United States agrees to pay the COUNTY in accordance with the following amounts:

Service	Quantity Est.	Unit	Unit Price	Total
Administrative fee for Insurance Coverage at Cost	12	month	$ 2,084	$ 25,000
Non-productive Dispatch	100	EA	$ 96	$ 9,600
Productive Dispatch (per animal impounded)	120	EA	$ 309	$ 37,080
Stray or Surrendered Animals brought to Cumberland County Facility	300	EA	$ 309	$ 92,700
10 Day Quarantine (Partial 7 Days)	5	EA	$ 340	$ 1,700
Kennel fee per day per animal for animals held pending neglect/cruelty charges	30	EA	$ 34	$ 1,020

*Note: Totals are based on historical County estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

PAYMENT: The United States shall pay the COUNTY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The COUNTY shall not include any State or Local taxes in the prices it charges the United States unless approved by the Agreements Officer in advance. The County shall electronically submit invoices or payment requests to the Government's Coordination Representative (CR) and the Agreements Officer. The Agreements Officer will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations Interest shall be paid for late payments as required by the Act, and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

Payment will be made by the CR through the General Fund Enterprise Business System (GFEBS). Rates may only be adjusted upon 90 days written notice to the CR and the Agreements Officer. If the CR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the Agreements Officer.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The COUNTY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the COUNTY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the COUNTY.

INSPECTION OF SERVICES: The COUNTY will only tender services and goods in conformance with the IGSA. The Fort Bragg Garrison Commander shall appoint a CR who will be responsible for inspecting all services performed. The COUNTY will be notified of the identity of the CR and his alternate, and of any changes. If services are performed outside the installation, the CR shall be granted access to areas where services are performed. The CR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the CR determines that services do not conform to the requirements in Agreement, the CR can require the COUNTY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the CR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the CR can reduce the billed price to reflect the reduced value of the services to be performed. The CR may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the Agreements Officer.

If the COUNTY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the COUNTY's performance, the County shall promptly notify the CR.

In those rare instances in which the COUNTY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the COUNTY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the COUNTY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the CR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the COUNTY POC identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the COUNTY shall immediately stop all work. The government will pay the COUNTY a percentage of the agreed price reflecting the percentage of work performed to the notice. The COUNTY shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statue expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The CR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the CR or the COUNTY may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a COUNTY representative to discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If the COUNTY is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to the COUNTY must be coordinated with the Agreements Officer.

As part of its appeal, the COUNTY may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the

installation commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA: The POCs for issues pertaining to this IGSA are as follows:

For the United States, the CR or his designated representative.

For the COUNTY: The Animal Services Director and Assistant County Manager for Governmental Affairs

Unless otherwise specified, all notices under this agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The COUNTY shall conduct a visit of the installation with the CR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The COUNTY shall prepare an accident avoidance plan and plan to protect Government property on the installation. The County shall take measures to protect and not damage any property of the United States during performance of services. Should the COUNTY damage such property, the COUNTY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the County does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the COUNTY each month. The CR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: The County recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the County agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the COUNTY and any contractor performing services under this IGSA on behalf of the COUNTY. The COUNTY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the COUNTY, and complies with all applicable COUNTY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The COUNTY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the COUNTY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the COUNTY

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to COUNTY and its contractors. The COUNTY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The COUNTY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The COUNTY shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the Agreements Officer.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

Scott Pence
Colonel, U.S. Army
Garrison Commander

26 January 2021

Date

FOR CUMBERLAND COUNTY:

Charles Evans
Chairman, Board of Commissioners

Date

ATTACHMENT 1: PERFORMANCE WORK STATEMENT

Scope. Provide animal control services on the Fort Bragg cantonment area to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

1. Basic Services.

1.1 The COUNTY shall on "request for services" through Cumberland County 911 center, proceed to the specified area on the Fort Bragg cantonment area and portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is located in Harnett County. The COUNTY shall impound all domestic animals observed as a stray animal as dispatched for. The COUNTY shall transport live captured domestic animals to the Cumberland County Animal Services Shelter or any other premises operated by another entity with which the COUNTY contracts for such purposes. Personnel who are directly involved in capturing and impounding domestic animals will maintain communications with the Fort Bragg 911 Dispatch via cellular telephone. The key word is "domestic" as all urban wild life is the responsibility of the DPW Wildlife Branch. The COUNTY will not be responsible for removing and/or disposing of dead animals found on Fort Bragg. Any animal that must be tested for rabies must be transported to VETCEN for such testing.

1.2 The COUNTY shall be dispatched for a request for service on Fort Bragg by the Fort Bragg Directorate of Emergency Services Integrated 911 Center (FB 911) contacting the Cumberland County 911 center when domestic animal control issues arise. The COUNTY shall be available to receive and respond to "request for service" 24 hours per day, 7 days a week to include weekends and holidays. A "request for service" that is received outside COUNTY business hours will be sent to the on-call Animal Control Officer if it constitutes an emergency (Priority 1 on the Call Priority List seen below). Non-emergency calls received outside business hours should be directed to call back during business hours for ACO response.

2. STRAY AND FERAL ANIMALS

2.1. During a request for service, the COUNTY shall impound, in a humane manner, all stray domestic and feral animals and transport them to the COUNTY Animal Services Facility.

2.2. The COUNTY shall receive telephonic calls from the FB 911 center to impound domestic animals that have been observed or reported as a stray or feral animal. The COUNTY shall proceed to the specified location according to the call priority standards stated in section 5. of this document. All stray and feral animals captured will be taken to the COUNTY Animal Shelter or any designated facility operated by COUNTY for the purpose of sheltering animals.

2.3. COUNTY staff, upon receiving any animal for impoundment from the field or at the COUNTY facility, shall record the description, breed, color, sex, and microchip of the animal and the date and time of impoundment. If the animal is microchipped or if the owner is known, the staff member shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the Animal Services Department shall telephone the appropriate microchip company (http://www.petmicrochiplookup.org/ or see attachment). If the owner is identified, the Animal Control Department will contact the owner. If unsuccessful in attempting to telephone the owner, COUNTY will notify the Fort Bragg Veterinary Technician on call (910)988-8002.

2.4. Unless the animal is reclaimed within 72 hours after entering the shelter, Sundays and federal and COUNTY-observed holidays excluded, the animal may be adopted or humanely disposed of by the Department's shelter. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Bragg Veterinary office upon request.

2.5. COUNTY will ensure that all animals returned to owners living on Fort Bragg property have a current rabies vaccine and microchip prior to release. COUNTY will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to their shelter. COUNTY will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter. COUNTY will provide the name and address and description of animals reclaimed by owner each month as part of their invoice submitted.

2.6. Any animal which comes into possession of the Department's shelter which is seriously injured, sick or exhibiting symptoms of contagious disease may be humanely euthanized by the shelter personnel without waiting for the 72 hour hold period. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall attempt to contact the animal's owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within 24 hours of such notification, or if the owner of such animal is not known, the sick or injured animal may be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal.

Upon observation that a domestic animal, which has been impounded on Ft. Bragg property, displays signs of injury, illness, or any other trauma that indicates the domestic animal is in need of immediate medical attention, the COUNTY shall immediately notify the Fort Bragg Animal Health Technician at (910-988-8002). The animal will then be transported by COUNTY to VETCEN for care if during duty day (Monday through Friday 0800 to 1630. Outside of duty hours, COUNTY will transport the animal to appropriate veterinary care facility following their usual protocols. Should VETCEN be unable to identify the owner of an injured animal they are providing care for, they may request COUNTY to pick up the animal and transport to their shelter on next available business day for COUNTY.

2.7. If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous domestic animal, or a domestic animal as to which there is reasonable suspicion to believe is potentially dangerous, such animal is not securely restrained and an ACO or a military law enforcement officer has reasonable cause to believe the animal poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such domestic animal immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said domestic animal.

2.8. Upon being notified of an area being frequented by stray domestic animals, the COUNTY after exhausting all available capture measures and methods except trapping shall coordinate with DES and DPW via phone call to (910) 396-0321 to place traps that are specifically designed for the humane capture of domestic animals. DPW shall check all traps at least twice a day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water, or any adverse conditions that could cause harm or injury to the trapped animal. DPW will be responsible for restocking the trap with fresh food. Wild animals that are captured in traps will be released in the woods by DPW wildlife. Upon capture of a stray domestic animal in a trap, ACO will be notified to collect and transport to COUNTY Animal Shelter.

3. **QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES**

3.1. Stray animals involved in bites to humans or other animals will be quarantined for 240 hours from the initial bite incident. Determination of where the animal will be quarantined rest with the VETCEN. Stray animals whose owner cannot be identified will be taken to County Animal Shelter and become the property of County and are counted as a productive capture.

3.2. Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one business day following the incident to receive an initial quarantine examination. It is the Installation veterinarian's discretion to authorize a 240 hour home quarantine or 240 hour quarantine at the COUNTY animal control center.

3.3. Owned animals authorized home quarantine will be released to the owner following the initial quarantine examination and confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets should not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the 240 hour quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.4. Owned animals on Fort Bragg property involved in a bite or scratch to a human or another animal that are not granted in-home quarantine will be transported by the owner or COUNTY ACO to COUNTY animal control center to be quarantined. Animals transported by owner must be accompanied by a referral memorandum for record (MFR) from VETCEN. This quarantine will be at the expense of the owner. Animals will receive an initial examination upon entering quarantine. Animals will be confined to an isolated area away from other animals. At the end of the 240 hour quarantine, the animal will be examined again and may be released to the owner depending on the results of the examination. All fees

associated with the examination, vaccination, and care of quarantined animals will be at the expense of the owner.

4. Surrender of Pets by Owners.

4.1 The COUNTY may accept the surrender of pets by their owners subject to the availability of space in the shelter. Only owners residing in Fort Bragg family housing are eligible to surrender pets under this IGSA. The COUNTY will verify the owners' residency based on presentation of a signed MFR from VETCEN before accepting any animals. After the three working day holding period, impounded animals surrendered by owners that have not been reclaimed shall be placed for adoption or otherwise disposed of in a humane manner and as required by law. A healthy animal may be retained for an additional period for the purpose of adoption or transferred to an approved local animal adoption or rescue agency at no additional cost to United States.

5. Abandoned Animals, Animals involved in Neglect or Cruelty cases

5.1 The COUNTY will assist Ft. Bragg Military Police by impounding any abandoned domestic animals to the COUNTY animal control facility where they will be held as a stray animal. The address where an abandoned animal was being housed will be communicated by COUNTY on their monthly invoice.

5.2 Any animal that is designated to be part of an animal neglect or cruelty case by Military Police will be transported by COUNTY to VETCEN for evaluation and necessary treatment as a productive dispatch. VETCEN will determine if the animal will continue to be housed and treated at their facility or will contact COUNTY to arrange transport to the animal control facility if needed (as a productive dispatch). Animals held by the COUNTY more than 10 calendar days on request of VETCEN for cruelty or neglect will be housed at the further daily expense of the United States until released by VETCEN, either to the legal owner or to the COUNTY.

5. CALL PRIORITY

Priority 1 (Purple) Need an ACO to respond to this call immediately
Person actively in Danger
Aggressive Animal (currently charging or loose, dangerous dog at large)
Assist Law Enforcement or another ACO
Possible Rabies Exposure (pet fought with raccoon, etc.)
Animal to Human Bites if victim is not animal owner
Animal on Animal attack currently in progress
Severely Injured or Sick Animal (HBC, bleeding, broken bones, etc.)
Animal on School Property during school hours
Extreme or Gross Cruelty/Neglect (close to death, no shelter in freezing temps, being beaten, inside hot car)
Priority 2 (Gold) Need an ACO to go ASAP
Animal Bites (24 hrs. or older)
Neglect (suspect animal may be in danger)
Animal on Business Property
Animal on Animal Attack (24 hours or older)
Injured or Sick Animal, not severe, but needs medical care within 24 hours

Animals in traffic

Priority 3 (Green) Need ACO to Complete by End of Shift
Stray Confined
Bite Follow Ups
Animal in Trap (personal or CCAC trap)
Check Conditions
Animal on Animal Attack (over 48 hours old)
Abandonments

Priority 4 or 5 **(Black)** Normal Routine Calls to be Completed **no more than 24 hrs. after request**
Advise Leash Law, Check tags, tethering, barking
Stray Roams
Recheck conditions
Owner Surrenders
Trap Requests

ATTACHMENT 2: GENERAL PROVISIONS

COUNTY FURNISHED PROPERTY:

The COUNTY shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. The COUNTY shall provide and maintain its own telephones lines necessary to maintain contact with FB911 center.

Acronyms and Definitions:

ACO- Animal Control Officer

ADOPTION- The transfer of a stray or surrendered animal by the animal shelter to a new owner.

COUNTY – Cumberland County

CR- Coordination Representative

FERAL- existing in a wild or uncultivated state, especially after being domestic or cultivated

STRAY ANIMAL- An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed to roam without restriction.

VETCEN – Fort Bragg Veterinarian Center

INSTALLATION SECURITY AND ACCESS REQUIREMENTS

The COUNTY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the CR. The COUNTY shall not permit any employee to perform work on this IGSA if such person is identified by the CR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The CR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All COUNTY vehicles will be identifiable and include the COUNTY's name.

FEDERAL HOLIDAYS: The COUNTY may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day
Labor Day
Martin Luther King Jr.'s Birthday
Columbus Day
Washington's Day
Veterans' Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

INSURANCE: The COUNTY is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY: Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by County personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The COUNTY shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The COUNTY shall timely furnish to the CR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

In the event emergency treatment is required for COUNTY personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. County shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the County shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The CR may direct the COUNTY to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

COUNTY EMPLOYEE REQUIREMENTS: All COUNTY and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are COUNTY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the COUNTY will provide the CR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA

FB 40-5 Veterinary Services

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **2/11/2021**

SUBJECT: FEDERAL LEGISLATIVE AGENDA

BACKGROUND

The Board of Directors of the North Carolina Association of County Commissioners (NCACC) adopted 12 federal legislative priorities for the 2021-2022 Congressional Biennium during its Legislative Goals Conference held virtually in January 2021.

The NCACC typically takes the lobbying lead on items of statewide impact for both state and federal priorities. The association has partnered with a federal adviser, Leslie Mozingo of Strategics Consulting. The County pays NCACC membership dues of $23,030.

NCACC 2021-2022 Federal Legislative Goals

FG-1: Support direct and flexible funding as needed by counties of all sizes to mitigate the ongoing Impact of COVID-19 Pandemic.

FG-2: Support efforts to promote food system resiliency, such as ways to strengthen North Carolina's Food System and increase access to affordable, healthy food options.

FG-3: Support increased funding for disaster preparation, assistance and mitigation as well as legislation that expedites and expands county use of federal disaster assistance funds.

FG-4: Support federal reclassification of 911 telecommunicators as first responders.

FG-5: Support funding for behavioral health programs and services to address the opioid and substance abuse epidemic and support flexibility for counties to use funds for prevention and recovery.

FG-6: Support funding and legislation to expand high-speed broadband access.

FG-7: Support measures to reduce the number of people with mental illness in county jails such as those identified in NACo's "Stepping Up Initiative."

FG-8: Support funds for health, human and economic services programs including Temporary Assistance for Needy Families, Food and Nutrition Services and federal block grants.

FG-9: Support increased funding and flexibility in services for older Americans.

FG-10: Support additional funding for Payment In Lieu of Taxes (PILT), agricultural, conservation, workforce, economic development, and Infrastructure programs that help counties meet public needs.

FG-11: Support strong regulations and enforcement along with funding assistance or reimbursement to state and local governments when a federal agency, such as the EPA, regulates emerging contaminants and other discharges into drinking water sources.

FG-12: Oppose unfunded mandates and changes in eligibility for federal programs that shift costs to counties.

At the February 11, 2021, Agenda Session, the commissioners approved placing the NCACC Federal Legislative Goals on the consent agenda for the regular board meeting on February 15, 2021.

In addition, the commissioners also approved placing the consideration of issuing a Request for Quotes for federal lobbying services on the consent agenda.

RECOMMENDATION / PROPOSED ACTION

Adopt the NCACC Federal Legislative Goals and share them with the County's federal delegation and allow staff to issue a Request for Quotes for federal lobbying services and bring the proposals to the board for consideration.

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TRACY JACKSON, ASSISTANT COUNTY MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

DATE: **2/11/2021**

SUBJECT: **LEASE AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE - PLANT INDUSTRY DIVISION**

BACKGROUND

The North Carolina Department of Agriculture - Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Agri-Expo Center from Cumberland County for the operation of its Witchweed Program. This space is leased at a rate of $15.00 per square foot or $5,250.00 per year payable in equal monthly installments of $460.00 per month, over a two year period. The proposed term of the lease is January 1, 2021 to December 31, 2023. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this particular purpose to the State at least as far back as 2012.

RECOMMENDATION / PROPOSED ACTION

This item was presented at the February 11, 2021 Board of Commissioners' Agenda Session. Staff recommended approval of the agreement and requested that it be forwarded for consideration as a Consent Agenda Item to the February 15, 2021 Board of Commissioners' Regular Meeting.

ATTACHMENTS:

Description	Type
Witchweed Lease Agreement	Backup Material
Proposal to Lease (State Form PO-28)	Backup Material
State Lease Specs	Backup Material
Office Floorplan	Backup Material

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into as of the last date set forth in the notary acknowledgements below by and between**, Cumberland County** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated December 22, 2016; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town/City of Fayetteville,** County of Cumberland, North Carolina, more particularly described as follows:

Being approximately 368, net square feet of office space- offices #224,226,227 space located at Charlie Rose Expo Center located in 301 East Mountain Drive Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

(DEPARTMENT OF NCDA & CS)
Plant Industry Division

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1.The term of this lease shall be for a period of **three (_3_) year(s)**, commencing on the **1st day of January, 2021**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of December, 2023_.**

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **$ 5250.00** Dollars per annum, which sum shall be paid in equal monthly installments of **$460.00** Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal and recycling, including maintenance of lawns, parking areas (including snow and debris removal) and common areas is required.

C. Parking

D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

E. All stormwater fees.

F. Any fire or safety inspection fees.

G. Daily janitorial service and supplies.

H. All utilities (electricity, gas, water/sewer) except telephone.

I. All land transfer tax/fees imposed by the County or City in which the space is located.

J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.

K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, bulbs and tubes, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **County Manager; Cumberland County, PO BOX 1829 Fayetteville, NC.** the Lessee at **NCDA&CS, Property & Construction Division, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001** with a copy to **State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By:_____ (SEAL)
Andrew A. Meier - Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew A. Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____day of _____, 20___.

_____
Notary Public
Printed Name: _____

(Notary Seal)

My Commission expires _____

LESSOR:

Type in full name of Lessor

By: _____ (SEAL)
(insert name, title)

If applicable add corporate attestation here

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____and State aforesaid, do hereby certify that _____, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as _____ of the Department of _____ of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____day of _____, 201_.

_____
Notary Public
Printed Name: _____

(Notary Seal)

My Commission expires _____.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. **FAXED OR E-MAILED PROPOSALS ARE NOT ACCEPTABLE.**

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR : Cumberland County

2. LESSOR'S AGENT:

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ___A. PROPRIETORSHIP _____B. PARTNERSHIP ____C. CORPORATION ___x__D. GOVERNMENTAL ____E. NON-PROFIT ____F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ____G. OTHER:_____ TAX I.D. # _____

MAILING ADDRESS: PO BOX 1829	MAILING ADDRESS
CITY: Fayetteville ZIP: 28302	CITY: ZIP:
PHONE#: CELL#:	PHONE#: CELL#:
E-MAIL:	E-MAIL:

3. *SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)* Charlie Rose Expo Center offices # 224,226,227

STREET ADDRESS	CITY	COUNTY	ZIP CODE
301 East Mountain Drive	Fayettville NC	Cumberland	28306

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED 368	A. OFFICE Sq feet	B. WAREHOUSE	C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	368	5520		YES	YES	YES	
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide (___) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments: 3 YEAR LEASE

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDINING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	
OFFICE							
WAREHOUSE							
OTHER							
TOTALS			XXXX	XXXX			

Lessor will provide (___) clientele parking spaces and (____) employee parking spaces

Comments:

7. LEASE TERM : _3_____YEARS BEGINNING DATE: January 1,2021-Dec.31st 2023

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, waste paper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	***YES*** _____	***NO***_____
Is the proposed building free of hazardous lead paint?	**YES** _____	**NO**_____

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM	*DATE:*

LESSOR:

9. ADDITIONAL INFORMATION

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

_____YES	_____NO	_____PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. IS PROPERTY TO BE LEASED WITHIN AN AREA DESIGNATED BY FEMA TO BE IN A FLOOD PRONE AREA (100 YEAR, 500 YEAR)? IF SO, PLEASE PROVIDE DETAILS BELOW.

12. This proposal is made in compliance with the specifications furnished by the Department of _____. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until_____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

_____

****(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.*

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

_____
Printed Name of Lessor

_____ _____
Signature of Lessor Date

MAILING /DELIVERY INSTRUCTIONS

To be considered this proposal must be received in the Property & Construction Office prior to 4:00 PM on the cutoff. No faxed or e-mailed proposals will be accepted. PHONE: 919-707-3167 wendy.dudka@ncagr.gov
Delivery Address If Delivered In Person: Real Property Agent, Dept. of Agriculture, Building, 2 W. Edenton, Raleigh, North Carolina 27601 **Mailing Address If Sent Through Mail Service: NCDA & CS 1001 Mail Service Center**, Raleigh, North Carolina 27699-1001. Use of Mail Service Center may delay proposal reaching the State Property Office.

ENVELOPE SHOULD BE MARKED:

(a) Lease proposal Enclosed
(b) Cutoff Date for Receiving Proposals
(c) Name of State Agency involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
   - *a. Toilets and lounges
   - *b. Entrance and elevator lobbies
   - *c. Corridors
   - d. Stairwells
   - e. Elevators and escalator shafts
   - f. Building equipment and service areas
   - g. Stacks, shafts, and **interior columns**
   - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:	

SPECIFICATIONS FOR NON-ADVERTISED LEASE

Please place a "✓" next to each item that is applicable and an "x" next to each item that is not applicable to the lease

_√_ 1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.

_√_ 2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.

_√_ 3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

_√_ 4. Telecommunication room temperature should be within a range of 65˚ to a maximum of 75˚. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.

_√_ 5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

_√_ 6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.

_√_ 7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.

_√_ 8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

_√_ 9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.

_√_ 10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.

_√_ 11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.

_√_ 12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

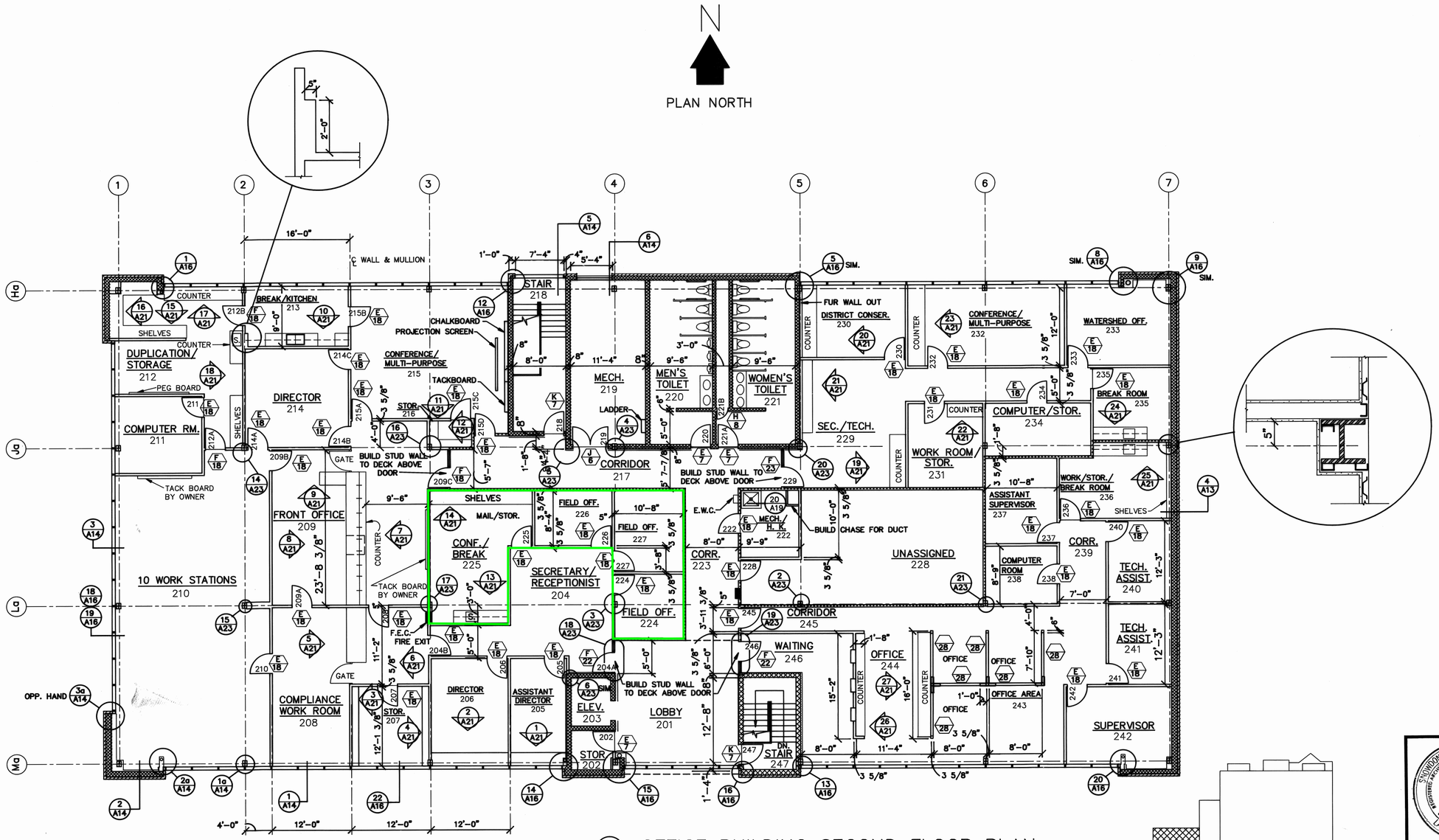
_√_ 13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

_√_ 14. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

_____ _____

Signature of the Lessor Date



1/A4 OFFICE BUILDING SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"

KEY PLAN

NOT TO SCALE

NOTES:
1. DIMENSIONS TO METAL STUD WALLS ARE TO FACE OF STUDS.

2. METAL STUD WALLS ARE TO BE SET TO WORK TO DETAILS AS SHOWN ON SHEET A-23. WHEN DIMENSIONS ARE IN CONFLICT, SHEET A-23 SHALL GOVERN.

3. UNLESS OTHERWISE NOTED, METAL STUD WALLS JOINING EXTERIOR WINDOW WALLS SHALL BE LOCATED ON MULLION CENTERLINES.

SNOWDON AND ASSOCIATES, P.A. CERT. NO. 249 LAURINBURG, N.C.

SNOWDON AND ASSOCIATES, P.A.
ARCHITECTS ENGINEERS PLANNERS
600 SOUTH MAIN STREET, SUITE F
919-276-2618 LAURINBURG, NORTH CAROLINA 28352

ROBERT N SHULLER, AIA FAYETTEVILLE, N.C.

CUMBERLAND COUNTY
AGRI-EXPO
FAYETTEVILLE, NORTH CAROLINA

OFFICE BLDG. SECOND FLOOR PLAN

ARCHITECTURAL

DRAWN BY	DATE	SHEET NUMBER
WW	10 MAR 87	A-4
CHECKED BY	COMM. NO.	
RS	947	5 OF 30 SHEETS

DUNCAN-PARNELL, INC., CHARLOTTE 1289 800-432-8022

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TRACY JACKSON, ASSISTANT COUNTY MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

DATE: **2/12/2021**

SUBJECT: AECOM CHANGE ORDER #2 FOR 500 EXECUTIVE PLACE

BACKGROUND

Since the County ceased the Construction Manager-at-Risk (CMAR) method of construction with Balfour-Beatty and moved to the Design-Bid-Build process with AECOM (which saved the County approximately $1.4M) staff needs to process a change order so AECOM can provide construction contract administration services for the County. These services are specified in the attached AECOM Change Order #2. The cost for these services will be $62,401 as outlined in the attached change order document. This cost was anticipated and is much less than the County would have paid under the CMAR contract with Balfour-Beatty.

Funds are available in the Capital Project Fund for the cost of the change order.

RECOMMENDATION / PROPOSED ACTION

This item was presented at the February 11, 2021 Board of Commissioners' Agenda Session. It was approved to move forward to the February 15, 2021 Board of Commissioners' Regular Meeting for further consideration. Staff recommends approval of the AECOM Change Order #2, and requests the County Manager be authorized to sign the change order.

ATTACHMENTS:

Description	Type
AECOM Change Order #2	Backup Material

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated November 1, 2019 between Cumberland County, North Carolina ("Client"), and AECOM Services of NC, Inc., a North Carolina corporation, ("AECOM"), this Change Order, with an effective date of December 22, 2020 modifies that Agreement as follows:

1. **Changes to the Services**:

1. Cumberland County changed the project delivery method from a Construction Manager at Risk (CMAR) to design/bid/build.
a. Construction contract administration services: i. An additional AECOM employee to attend up to 20 on-site construction meetings (two (2) per month for ten (10) months). ii. Review of Payment Applications provided by the Contractor. iii. Two (2) AECOM employees to attended two (2) Board of Commissioners Meetings.
*Further detail regarding these services and any associated disclaimers and assumptions are included in AECOM's proposal, which is attached hereto and incorporated by reference into this Change Order.

2. **Change to Deliverables**:

There are no changes to the deliverables.

3. **Change in Project Schedule** (attach schedule if appropriate):

There are no changes to the project schedule

4. **Change in CONSULTANT's Compensation**:

The Services set forth in this Change Order will be compensated on the following basis:

[ ] No change to Compensation

[ ] Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)

[ ] Time and Materials with a Not- to-Exceed amount of $_____. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

[X] Lump Sum $ _62,401.00_____

Milestone/Deliverable & Date	Payment Amount
Construction Contract Administration Services (CA)	$ 54,221.00
CA ODCs	$ 8,180.00

[ ] **Cost Plus Fixed Fee:** Cost $ _____ and Fee $ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is $ _____.

5. **Project Impact**:

Additional services outlined above include services that are not already covered in the current AECOM contract with the County. Inclusion of these additional services will provide the construction contract administration services necessary to align with the change of project delivery method from a CMAR to a design/bid/build.

6. **Other Changes** (including terms and conditions):

There are no other changes.

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

9. Attachments:
    a. Cumberland County 9-1-1 Center – Change Order #2 Proposal Letter, dated December 22, 2020

AECOM Services of NC, Inc.	**CLIENT:**
Signature	Signature
Lewis W. Robinson, AIA Printed Name	Printed Name
Vice President Printed Title	Printed Title
29 Dec 2020 Date	Date
Address **440 Monticello Avenue, Suite 1500** **Norfolk, VA 23510**	Address _____ _____

1500 Wells Fargo Center, 440 Monticello Avenue, Norfolk, VA 23510
T 757.306.4000 F 757.306.4001 www.aecom.com

December 22, 2020

Amy H. Cannon
County Manager
Cumberland County
117 Dick Street, P.O. Box 1337
Fayetteville, NC 28301

Re: Cumberland County 9-1-1 Center – Change Order #2 Proposal Letter

Dear Ms. Cannon:

In accordance with our Design Engineering Services Agreement, fully approved on 12/2/2019, Exhibit A1 – Design Scope of Services and Exhibit A2 Scope of Work Technology Systems-, 'Any changes to the Concept Design/Feasibility Study recommendations after Project Kickoff/Program Verification meeting may be handled as an Additional Service.' 'Any work outside this scope and price proposal will be subject to the fair negotiation as additional services based upon approved hourly rates.'

This modification proposal is based on the County's direction to change the project delivery method from a Construction Manager at Risk (CMAR) to traditional design/bid/build. AECOM's contract with the County is written to provide services in line with a CMAR project. With the change in project delivery method, there are elements of the design/bid/build process that are not covered in the current AECOM contract with the County. AECOM has put together the following list of additional services to capture these elements of the award and construction administration efforts.

The scope of services is modified to include the following additional services:

1. <u>Change in project delivery method from a CMAR to design/bid/build.</u>

    a. <u>Construction Contract Administration Services (CA)</u>:

        i. Attendance by one additional employee for a total of two (2) AECOM employees at up to 20 (two (2) per month for ten ((10) months) on-site construction meetings. The additional AECOM employee will provide for Subject Matter Experts (SMEs) presence on site to review technical elements as the project progresses, in addition to the main point of contact (POC) throughout CA. The POC provides for continuity throughout construction communicating and working with the selected Contractor.

        Other direct costs (ODCs) associated with the additional employee are broken out from the labor costs of the additional person. The ODCs include lodging, transportation, and meals for the duration of the scheduled trips.

1. Construction Inspections

AECOM shall make visits to the site at intervals appropriate to the various stages of construction, as AECOM deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the work of the construction contractor (the "Contractor"). AECOM shall provide on-site observations of such work. Such visits and observations by AECOM are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to AECOM in the Agreement; but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on AECOM's exercise of professional judgment. Based on information obtained during such visits and such observations, AECOM shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents (the "Contract Documents"), and AECOM shall keep County informed of the progress of the work. AECOM shall report to the County any deficiencies in the work of which AECOM has direct knowledge.

AECOM shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. AECOM shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

ii. AECOM will review Payment Applications provided by the Contractor each month and will advise the County.

1. Construction Progress Payments

Recommendations by AECOM to the County for periodic construction progress payments to the Contractor will be based on AECOM's knowledge, information, and belief from selective observation and sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by AECOM to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that AECOM has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work materials or equipment has passed to County free and clear of all liens, claims, security interests or encumbrances; or that there are no other matters at issue between County and Contractor that affect the amount that should be paid.

iii. AECOM presence at two (2) Board of Commissioners Meetings for two (2) AECOM employees for to attended.

Throughout the project presentations are periodically provided by the County Manager with the assistance of McGill and AECOM to the Board of Commissioners. This additional service accounts for attendance to a meeting prior to bidding and for one other additional presentation to the Board. The ODCs for this additional service are separated from the labor as indicated below.

iv. Assumptions:

1. The selected Contractor is responsible for on-site construction meeting minutes, RFI and submittal logs. Parties do not intend to use a centralized electronic on-line document management system. The selected Contractor will manage the document control via email.

2. Additional onsite support for Technology Solution specialist, not covered in Exhibit A2, can be provided as additional service if desired.

Assumptions:

1. Additional revisions to the project scope moving forward can be included as an additional service.

2. The County will not require additional cost estimates. If the County determines a cost estimate is required, this can be provided by AECOM for an additional service.

Deliverables

There are no changes to the deliverables.

Schedule

There are no changes to the schedule.

Compensation

We will provide the additional construction administration services described herein on a lump sum basis.

ADDITIONAL SERVICES FEE:	
Construction Contract Administration Services	$ 54,221.00
CA ODCs	$ 8,180.00

Attached

There are no attachments.

Commencement of Work

We will commence work upon your executed authorization below. The above fee and schedule are based on our general understanding and assumptions of the services required for the project.

We greatly appreciate the opportunity to work with you on this project.

Sincerely,

AECOM Services of NC, Inc.

Lewis Robinson, AIA
Vice President

ACCEPTANCE BY CUMBERLAND COUNTY:

AECOM is hereby authorized to begin work in accordance with the above terms.

Signature: _____

Name: _____

Title: _____

Date: _____

Copy to: Contract file

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TRACY JACKSON, ASSISTANT COUNTY MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

DATE: **2/12/2021**

SUBJECT: **NOTICE FROM THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS TRANSFERRING THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) PROGRAM AND FISCAL AGENT FOR PROGRAMS TO THE MID-CAROLINA COUNCIL OF GOVERNMENTS**

BACKGROUND

The attached letter is the first step in a process required by the North Carolina Department of Commerce - Division of Workforce Solutions (DWS) for the transfer of WIOA program and fiscal agent from one entity to another (in this case from Cumberland County to the Mid-Carolina Council of Governments or "COG"). March 1, 2021 is the proposed transfer date, but this will likely be impacted by the other pending tasks and reviews required by DWS before the transfer can occur.

These tasks include:

- DWS Financial Monitors must complete a financial assessment of the Mid Carolina COG to determine financial fitness (DWS and Local Area)
- A new grants administration agreement will need to be signed by DWS and Mid-Carolina COG (DWS and Local Area)
- DWS will have to close-out the funding for Cumberland County Cumberland County funding will have to de-obligated and re-issued to Mid Carolina. A statement from Cumberland County that all expenditures and obligations have been satisfied may need to be completed by Cumberland County (DWS and Local Area)
- Amendments to Special projects (if applicable) (Local Area)
- Updated Memorandum of Agreement/ Memorandum of Understanding (MOA/MOU) to reflect changes (Local Area)
- A statement that details the process for an orderly transition of services to customers from Cumberland County to Mid Carolina (Local Area)

- A complete inventory list and a determination of property that will need to be transferred to Mid-Carolina COG (Local Area)
- Financial Monitor, Programmatic Monitor, and Planner schedule on-boarding meetings with Mid-Carolina COG (DWS)

RECOMMENDATION / PROPOSED ACTION

This item was presented to the Board of Commissioners' at their February 11, 2021 Agenda Session Meeting. This item was approved to move forward as a Consent Agenda Item for the February 15, 2021 Board of Commissioners' Meeting. Staff recommends approval, and execution by the Board Chair, of the attached transfer letter.

ATTACHMENTS:

Description	Type
Transfer Letter to DWS	Backup Material

CHARLES E. EVANS
Chairman

GLENN B. ADAMS
Vice-Chairman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
JIMMY KEEFE
LARRY L. LANCASTER
DR. TONI STEWART

CUMBERLAND COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

KELLIE BEAM
Deputy Clerk

February 15, 2021

Jessica Englert, Assistant Secretary
North Carolina Department of Commerce
Division of Workforce Solutions
313 Chapanoke Road
4316 Mail Service Center
Raleigh NC 27699-4316

Dear Assistant Secretary Englert,

On behalf of the Cumberland County Board of Commissioners, I am happy to inform you that we have agreed to transfer the designation of Program and Fiscal Agent for the Workforce and Innovation and Opportunity Act (WIOA) from the County of Cumberland to the Mid-Carolina Council of Governments (COG) as of March 1, 2021 or a later date if necessary, based upon the review and approval of the North Carolina Department of Commerce – Division of Workforce Solutions.

We believe the Mid-Carolina COG can and will be a capable administrator for our local WIOA Program. Cumberland County is committed to supporting the COG's efforts to provide an integrated system of training, retraining, and employment for job seekers and employers of Cumberland County to build a globally competitive workforce and positively influence the economic development of the region. The goal is to enhance employment and training opportunities for the County's citizens and increase placement of skilled employees with competitive employers.

Our Management Team will be happy to help in any way possible to assure a smooth and successful transition of the WIOA program from the County to the COG. We await your agency's formal review, approval, and official notification concerning this transfer.

Sincerely,

Charles Evans, Chairman
Cumberland County Board of Commissioners

Judge E. Maurice Braswell Cumberland County Courthouse
P.O. Box 1829 | Fayetteville, NC 28302-1829 | Phone: 910-678-7771 | Fax: 910-678-7770

co.cumberland.nc.us

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY MANAGER AND COUNTY ATTORNEY**

DATE: **2/12/2021**

SUBJECT: **BOARD OF EDUCATION'S OFFER OF REAL PROPERTY IN ACCORDANCE WITH G.S. 115C-518**

BACKGROUND

The Cumberland County Board of Education adopted a resolution May 12, 2020, to convey the parcel with PIN 0426-89-4048 containing 0.78 acres to Robeson Investment Corporation by quitclaim deed. G.S. 115C-518 requires the Board of Education to offer the parcel to the County on the same terms before the conveyance to any third party can be made. The Board of Education's reasons for deeding this parcel without any monetary consideration are that it is not useful to the School System for any purpose; a 2019 storm damaged trees on the property and neighbors are complaining it is unsightly; and Robeson Investment Corporation has used it as part of its adjoining business, Fayetteville Building Supply, since at least 1993. The parcel is an irregularly shaped lot adjoining Trainer Road, which connects to Levy Drive near its intersection with Robeson Street. The boundary of the parcel is shown outlined in green on the Boundary Map on page 1 of the attachment. A GIS Aerial Map showing the parcel outlined in blue is page 2 of the attachment. The aerial map shows the parcel is occupied and used by the adjoining business, with a building and several trailers being maintained on it. The request of Attorney Rebecca Person, on behalf of the Board of Education, is pages 3 and 4 of the attachment. According to the tax records, the parcel has split zoning of residential (SF10) and light industrial (LI), with a land value of $39,263.

RECOMMENDATION / PROPOSED ACTION

County manager and county attorney recommend the Board of Commissioners decline the offer of this parcel for the same reasons the Board of Education wishes to divest it.

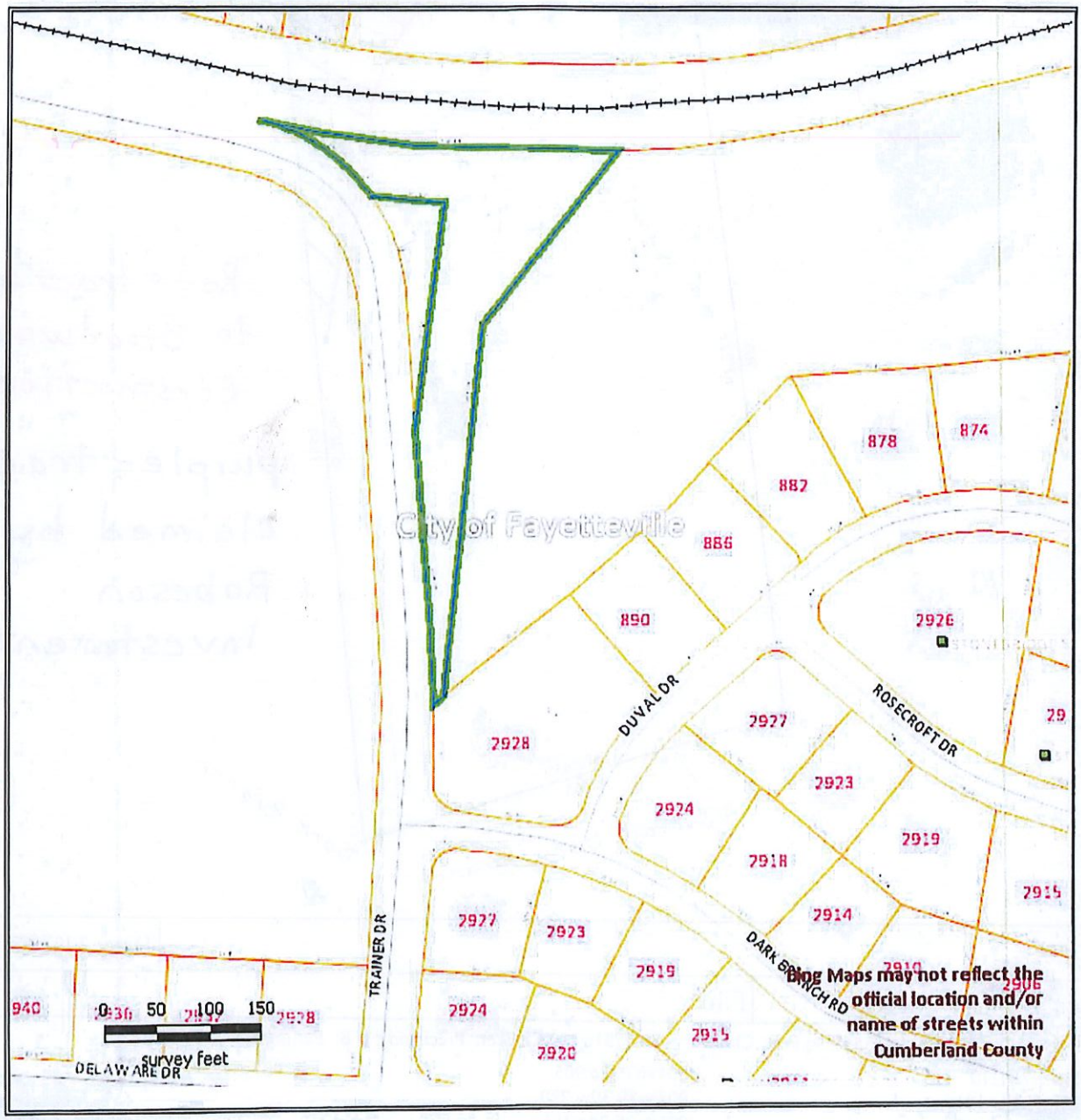
ATTACHMENTS:

Description	Type
Maps and Request of Board of Education	Backup Material

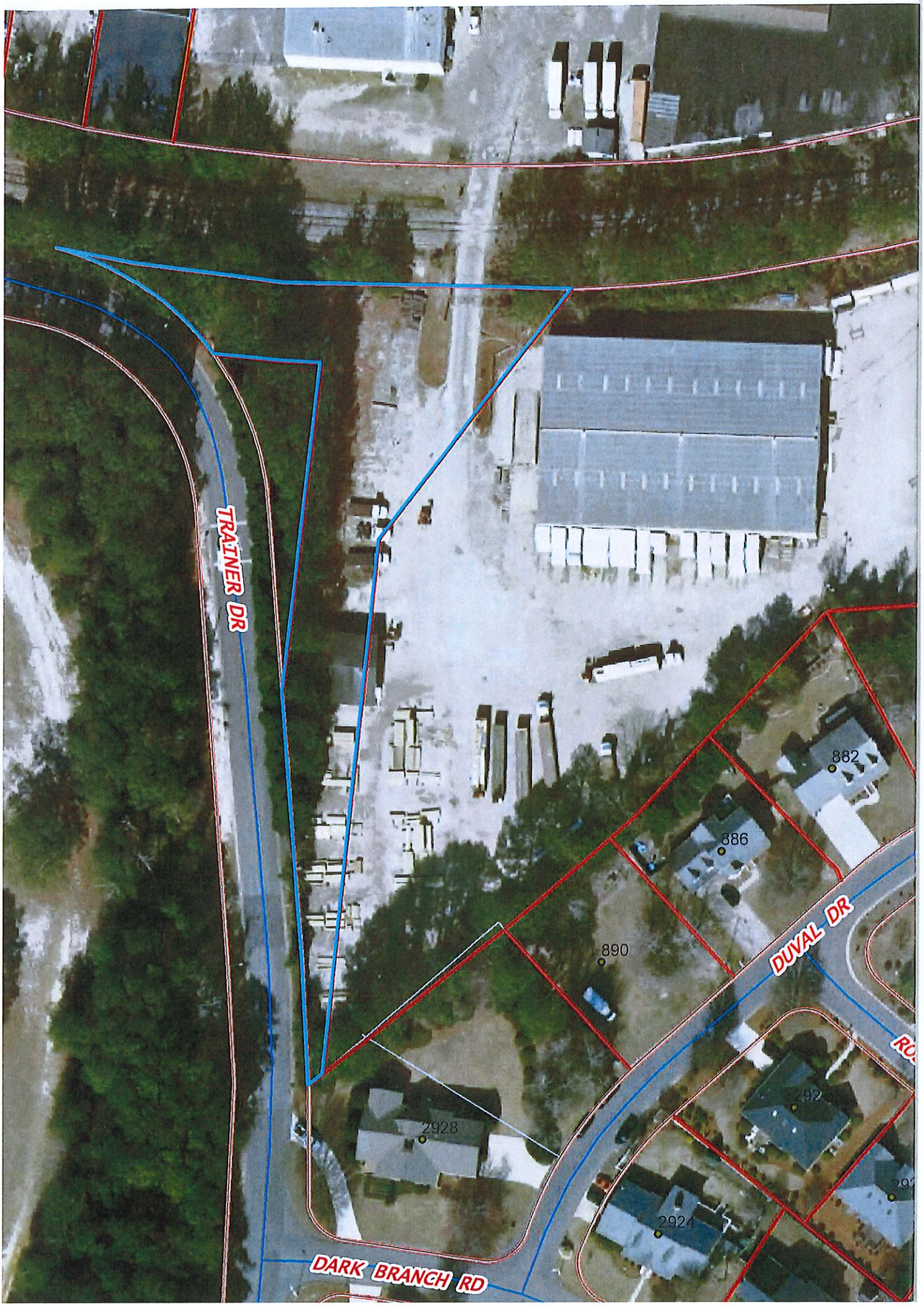
Cumberland County Planning Department

Fayetteville, North Carolina

Created by Public on Wednesday, 28 November 2018



Map Zoom: 1000 survey ft
Map Scale: 1:1,707


TRAINER DR
DUVAL DR
DARK BRANCH RD
882
886
890
2928
2924

Person
ATTORNEY AT LAW, PLLC

September 24, 2020

Amy H. Cannon
County Manager
County of Cumberland
117 Dick Street
Fayetteville, NC 28301
Via email: acannon@co.cumberland.nc.us

Rick Moorefield
County Attorney
County of Cumberland
117 Dick Street
Fayetteville, NC 28301
Via email: rmoorefield@co.cumberland.nc.us

Re: Property of Cumberland County Board of Education
PIN: 0426-89-4048
Tax Description: 0.78 ac land near Ashley Elementary School

Dear Amy and Rick:

This letter is written on behalf of the Cumberland County Board of Education with regard to the property referenced above. This property is located near Ashley School off of Trainer Drive. It was part of the property conveyed to the Board of Education by Savoy Realty in 1954 in Book 614, Page 204, of the Cumberland County Registry.

This property has been used and occupied by Robeson Investment Corporation d/b/a Fayetteville Building Supply since approximately 1993. It was included in a deed to it from Nancy W. Broadwell in June of 1993 recorded in Book 3975, Page 695. It is shown on a survey by Moorman, Kizer done in March of 1994. Currently it has a building and trailers on it belonging to Fayetteville Building Supply.

The issue of this property came to the Board's attention after a storm in September of last year damaged trees. Neighbors from the adjoining neighborhood complained and requested that they be removed because they were unsightly. The Board of Education asked my firm to search the title to determine ownership of this property. We opined that the Board owned fee simple title subject to various easements to Carolina Telephone & Telegraph as well as the City of Fayetteville, a conveyance of a small triangular tract to Broadwell Construction Company in Book 3610, Page 725 (immediately west of the subject property), and the adverse possession claim of Robeson Investment Corporation.

The Board has no use for the property and would like to convey it to Robeson Investment Corporation. On May 12, 2020, the Board approved the following resolution: finding that the subject property is unnecessary or undesirable for school purposes and is currently of no value to the Board, authorizing the offer of the property to the County per 115C-518, and, anticipating that the County will have no interest in acquiring it,

231 Fairway Drive, Fayetteville, NC 28305 / Phone: 910.491.4222 / Fax: 910.491.2476
rebecca@rfperson.com / www.rfperson.com

approved the form of the quitclaim deed and its tender to Robeson Investment Corporation, and authorized the execution and recording of the deed.

Thus, the purpose of my letter is to offer this property to the County pursuant to GS 115C-518. The Board is offering the property to the County upon the same terms as it has offered it to Robeson Investment Corporation: to wit, the conveyance by quitclaim deed in order to be absolved of any liability for tree removal and to avoid any litigation over any rights claimed by adverse possession.

We look forward to hearing from you on or before October 31, 2020 concerning the County's decision in this matter.

Please let me know if you need any additional information. Thank you.

Sincerely,

REBECCA F. PERSON, PLLC

[redacted]

Rebecca F. Person

RFP/
Enclosures: Deed to Board of Education 614/204
Copy of GIS map
Copy of tax listing
Copy of deed by Board of Education to Broadwell Construction Company 3610/725
Copy of deed to Robeson Investment Corporation d/b/a Fayetteville Building Supply
Copy of survey by Moorman & Kizer for Robeson Investment Corporation

cc: Nickolas Sojka, Jr.
Board Attorney

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P21-01

BACKGROUND

Case P21-01: Rezoning of 30.10+/- acres from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision or to a more restrictive zoning district, located at 2647 & 2673 Wade Stedman Road, submitted by James S. & Beverly L. Fisher (owners) & Ben Stout (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: The request was deemed to have a denial recommendation. Recommended approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision. The motion failed with Mr. Williams, Mr. Burton, Mr. Stewart, Chair Wheatley, and Vice-Chair Crumpler voting in opposition at the January 21, 2021 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 P21-01, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision and finds the request consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning, and lot sizes.

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 P21-01, I move to deny the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional

Zoning for a 26 lot zero lot line subdivision, although the request is consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Denial of the request is reasonable and in the public interest as the density level requested could increase stormwater, flooding and septic issues already experienced in the area.

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

MOTION:

In Case P21-01, I move to approve the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision and find the request consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning and lot sizes.

ATTACHMENTS:

Description	Type
Action Memo	Backup Material
Citizen Correspondance	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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-01:** Rezoning of 30.10+/- acres from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision or to a more restrictive zoning district, located at 2647 & 2673 Wade Stedman Road, submitted by James S. & Beverly L. Fisher (owners) & Ben Stout (agent).

ACTION: Recommended approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision. The motion failed with Mr. Williams, Mr. Burton, Mr. Stewart, Chair Wheatley, and Vice-Chair Crumpler voting in opposition at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference. The request was deemed to have a denial recommendation.

MINUTES OF JANUARY 21, 2021

Mrs. Lynd presented the photos and case information.

In Case P21-01, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision and finds the request consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning, and lot sizes.

Mr. Lloyd stated that the applicant was not doing zero lot line for lot size.

Mrs. Lynd said that was correct. At the acreage amount, taking out fifteen percent to account for right-of-way, he would have been allowed twenty-seven lots and he has asked for twenty-six with the common area and the smallest lot size is .92 acres.

Mr. Lloyd said that he read the many emails that were sent, drainage is one of the issues, and believed the applicant had a storm water permit as part of the record.

Mrs. Lynd said she did have a public comment by the applicant that will be read into the record.

Mr. Lloyd asked if the retention ponds were shown up near Wade Stedman Road.

Mrs. Lynd said yes, and that he could use common area as a retention pond.

Public comment period opened.

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Assistant County Manager

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Mrs. Lynd read the public comments into the record and included the addresses of those who provided that information and entered the petitions and other relevant documents that were submitted. Please see attached.

Mr. Lloyd asked since so many of the comments referenced no land use plan for Bethany, is not half of this development in an Eastover Land Use Plan where it is two and a half years old.

Mrs. Lynd responded the subject property is covered by two land use plans, technically there is land use plan for the entire subject property. The Eastover Plan covers the west side which was done in 2018 and the east side is governed by the 2030 plan. There's just not a small detailed area plan.

Mr. Lloyd said that the small, detailed area plan of Eastover does address the western portion of this property.

Mrs. Lynd said that was correct.

Chair Wheatley asked why there was discussion about Bethany needing a land use plan.

Mrs. Lynd said that the Bethany Plan is currently in drafting with staff and public input and it would include the part that is currently covered by the 2030 plan.

Mrs. Lynd continued reading the comments.

Public comment period closed.

Mr. Lloyd talked about the drawbridge effect when people move into an area and populate it and don't want it to grow anymore, he pointed out a subdivision on the map, over sixty lots, and the lots were approved in 2000 and are less than two acres, he pointed out another development that had been approved within the last few years. He also noted that a lot of the addresses that came from the comments and were on the petitions were coming from people who are against the request and are living in the subdivisions that he pointed out and are living on lots that are smaller than two acre lots. He said he just wanted to point that out. He also noted that some of the addresses on the petitions, are more than two miles away from the subject property.

Mr. Stewart said the Bethany area is all interconnected as far as four miles away, it all bottlenecks into the same areas to get to Fayetteville. Mr. Jordan thinks this request is more thought out than the last plan and that the applicant is trying to do everything just right. With the fact that there is overwhelming opposition maybe the board should table or reconsider the request until a later date.

Mr. Crumpler asked if it is known why the applicant is asking for a conditional zoning.

Mrs. Lynd said she thought it was because they wanted to have the ability to negotiate.

Mr. Crumpler asked if the roads built to service this subdivision would be built to DOT standards.

Mrs. Lynd said they have been submitted as public right-of-way so they will have to build them to DOT standards and have petitioned to DOT to accept maintenance of them.

Mr. Crumpler said that a lot of the complaints they heard were about water runoff. He is a little concerned that they are building a retention pond in the front of one and leaving open at the back of the other section

because it's obviously too wet to build on and asked if DEQ is on board with this retention pond, and if the retention pond gets full where is the water going.

Mrs. Lynd responded that the applicant submitted the Notice of Intent for his construction of his stormwater and stated that it would be in the areas labeled CA1. As part of their conditions, they will have to provide proof of any stormwater management plan.

Chair Wheatley said that other issues that come up later will be who is going to take care of the retention ponds.

Mrs. Lynd said that because they are doing common area, they will have to have a homeowner's association.

Mr. Crumpler said that he was concerned about creating a possible civil matter where later adjoining neighbors will have to sue to get relief from what may be created from this, because now there will be twenty-six driveways and roofs where water will run off.

Mr. Lloyd said that most municipalities have their own stormwater ordinances for the very reasons Mr. Crumpler mentioned and the State does Phase II stormwater for the rural areas and they will have to be permitted for that and this was, towns have a few more problems because there is a lot more impervious surface and we have to rely on the State, just like we have to rely on them for the road network. Mr. Lloyd said he was pretty sure that DEQ reviewed and approved their stormwater, he called and asked the developer about that. Mr. Lloyd said this is plan compliant to a plan that was done two and a half years ago that had very little participation, which is usually what happens.

Mr. Crumpler said he had concerns about that many septic tanks in the area and asked if the applicant submitted soil evaluations.

Mrs. Lynd said as part of the requirements for approval he would have to get wastewater approval from the Health Department.

Mr. Lloyd brought up the difficulties with this type of meeting and not having engineers or the applicant present and having to speculate.

Chair Wheatley asked if it was possible to defer the case.

Mr. Howard read a section of the ordinance on policies for meetings and when a vote is made.

Mr. Moorefield said he thought it would be legal for the Board to recess this case to a date certain to have people present. The Board of Commissioners has been very particular about affording people the right to be heard.

The Board asked Mr. Stewart, as the Stedman Representative, what his feelings were on this case.

Mr. Stewart said that his feelings have been reflected in the opposition's comments, that is what he has been contacted with. This board has been reliant on plans, the Bethany Plan is underway, he thinks if the public had input on the Bethany Plan, they would designate this as A1 or farmland. Farmland can be timber, livestock, etc. Mr. Stewart suggested that most of the input the board would get would be to leave everything

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A1 and is onboard with Mr. Lloyd's comments that people do not welcome development even when it's done responsibly. The plan and the developer in this case seem to be doing everything responsibly.

In Case P21-01, Mrs. Moody made a recommendation, seconded by Mr. Lloyd to recommend approval of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision and finds the request consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning, and lot sizes. The motion failed with Mr. Williams, Mr. Burton, Mr. Stewart, Chair Wheatley, and Vice-Chair Crumpler voting in opposition. The request was deemed to have a denial recommendation.

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 # P21-01
Planning Board Meeting: January 21, 2021

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request for rezoning of one parcel located at 2647 and 2673 Wade Stedman Road from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision. This request would increase the allowed density from 1 unit/2 acre to 1 unit/40,000 square feet. As this is a conditional zoning request, all ordinance related conditions included in packet apply.

OWNER/APPLICANT

OWNER/APPLICANT: James S. & Beverly L. Fisher (owners) & Ben Stout (agent)

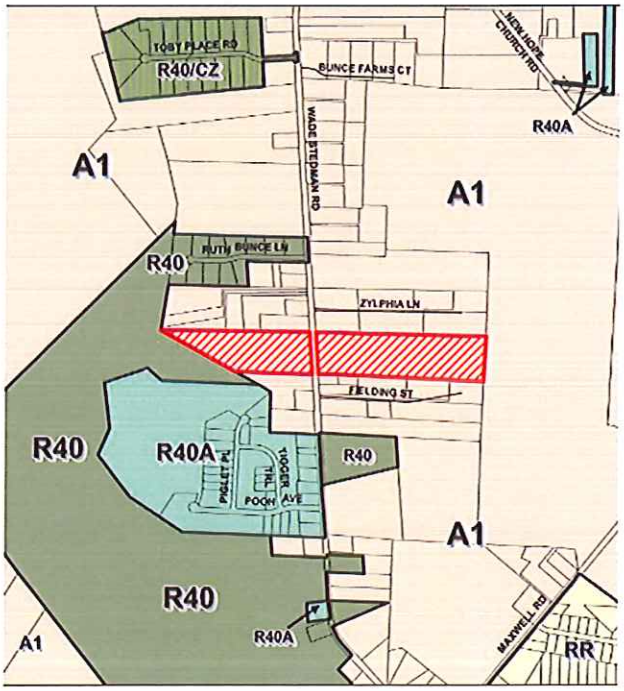
PROPERTY INFORMATION

ADDRESS/LOCATION: 2647 and 2673 Wade Stedman Road; more specifically REID 0488829301000.

SIZE: This request includes one parcel totaling approximately 30.10 acres. The property has 895'+/- of street frontage along Wade Stedman Road and is approximately 1500'-1800' in depth.

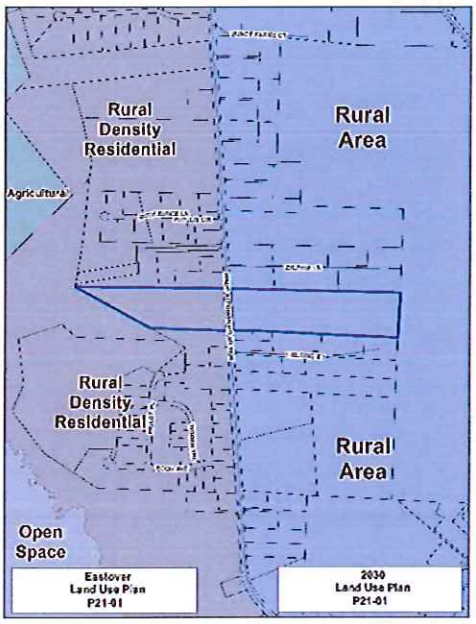
EXISTING LAND USE: The parcel is developed with two residential dwellings.

OTHER SITE CHARACTERISTICS: The property is not located within the watershed or the Special Flood Hazard Area. There are some hydric soils on the property. A portion of the parcel is located in Eastover MIA.



DEVELOPMENT REVIEW: The property was created by deed in 1943 (Deed Bk. 456, Pg. 237).

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There is also a religious worship activity.



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

UTILITIES: The property is served by Eastover Sanitary District water and private septic. Public sewer is not available in this area. The 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. Zero lot line setbacks would apply to interior lines.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Rural Area". The Eastover Land Use Plan designates the portion on the west side of Wade Stedman Road as "Rural Density Residential" The "Rural Density Residential" classification should have a minimum lot size of 20,000 square feet and a density of 1 to 2.2 units/acre. The portion of the parcel on the east side of Wade Stedman Road is part of the proposed/ongoing Bethany Area Plan. **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property sits on Wade Stedman Road which is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan. The Average Daily Traffic Count (2018) on Wade Stedman Road is 1,800.

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

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

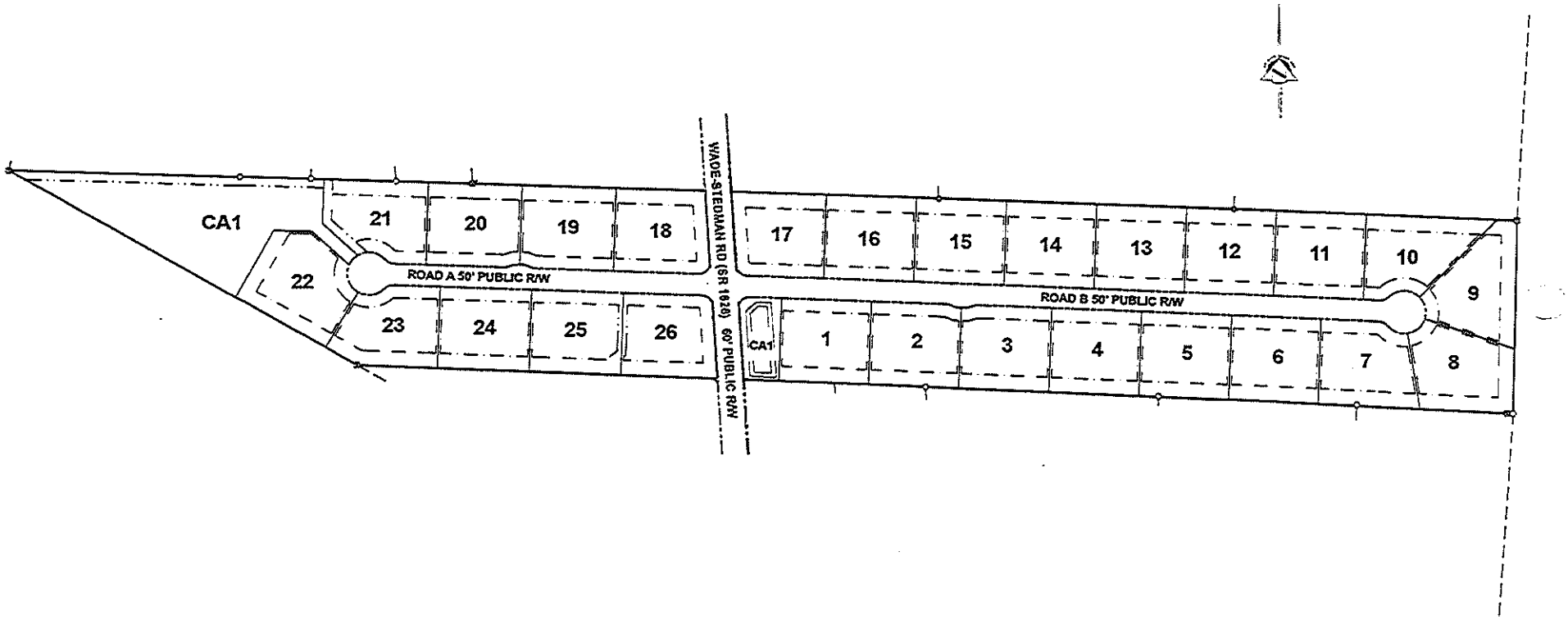
EMERGENCY SERVICES: The County Fire Marshal's Office has reviewed the request and stated that all fire department access road requirements must be met.

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

STAFF RECOMMENDATION

In Case P21-01, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision and finds the request consistent with the 2030 Growth Vision Plan which calls for "Rural Areas" and the Eastover Land Use Plan (2018) designation of "Rural Density Residential" as it requires that any lot within this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning, and lot sizes.

Attachments:
Site Plan
Conditions of Approval
Zoning Application
Notification Mailing List



R40 RESIDENTIAL/CZ CONDITIONAL ZONING

REQUEST: 26 LOT ZERO LOT LINE SUBDIVISION

CASE: P21-01 ACREAGE: 30.10 AC +/-

ZONED: A1 SCALE: NTS

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

Case: P21-01
January 11, 2021

R40 RESIDENTIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions

for a 26 lot zero lot line subdivision

Pre-Permit Related:

1. The Cumberland County Fire Marshal's Office has stated that the developer must ensure that all fire department access road requirements are met in accordance with Section 503 of the 2018 NC Fire Code. If this causes a revision to the submitted preliminary plan, three copies of a revised plan and a $50.00 fee will be required for submittal to Current Planning. For questions related to this comment, please contact the County Fire Marshal's Office.

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

3. The Current Planning Section must approve the individual plot plan for each lot prior to permit application. (Sec. 2402, County Subdivision Ord.)

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

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

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

Permit-Related:

6. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)

7. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]

8. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

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

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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 $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. The developer must formally notify the NC Department of Transportation once construction of the public streets is complete and initiate the process of transferring the responsibility of road maintenance to the NCDOT. If application to the NCDOT District Engineer has not been formally submitted by the time building permits have been issued for 80% of the lots shown on the preliminary plan, no additional building permits can be issued until the NCDOT District Engineer notifies this department of the receipt of the application. (Sec. 2304.B.2, County Subdivision Ordinance & Sec. 107, County Zoning Ord.)

10. 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 $50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)

11. Prior to application for the Certificate of Occupancy, connection to public water and sewer is required, the Eastover Sanitary District (ESD) must approve water 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.)

12. 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:

13. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the R40 Residential/CZ Conditional Zoning district must be complied with, as applicable.

14. 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.)

15. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. 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.)

16. All applicable provisions of Section 2401, "Group Developments", County Subdivision and Development Ordinance, must be complied with. (Sec. 2402, County Subdivision Ord.)

17. "Wade Stedman Road (SR 1826)" must be labeled as "SR 1826 (Wade Stedman Road)" on all future plans. (Sec. 2203, County Subdivision Ord.)

18. 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.)

19. Fire hydrants must be installed along all proposed streets and drives; hydrants must be located no further than 1,000 feet apart and at a maximum of 500 feet from any lot. (Secs. 2302.A & 2306.B, County Subdivision Ord.)

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20. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)

21. 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.)

22. 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.)

23. The NC Department of Transportation's (NCDOT) approval of the street plans is required and the street(s) are required to be constructed to the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS §136-102.6)

24. 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.

25. All lots within this development are required to be served by an internal street system. (Sec. 2001, County Subdivision Ord. & Sec. 101, County Zoning Ord.)

26. 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.

Plat-Related:

27. The developer is required to submit to the Current Planning Section either one set of a hard copy or one set of a pdf email copy to Betty Lynd at blynd@co.cumberland.nc.us of the following documents:

    a. One copy of proposed covenants, by-laws and articles of incorporation for the proposed development designating responsibility for the common area by the owners' association for the development;
    b. One copy of the deeds proposed for recordation conveying all common area to the proposed owners association;
    c. One copy of any proposed supplemental covenants if the proposed development is to be submitted for final approval in phases; and
    d. One copy of each proposed final plat prior to the submission for final approval – can be a phase of the approved development or the complete development as approved.

    These documents must be approved by the County Attorney prior to the sale of or submission for final plat approval of any lot or unit within this development. (Sec. 2402.G., County Subdivision Ord.)

    Note: A copy of the recorded deed or deeds conveying all common area to the owners' association as shown on each plat must be provided to the Current Planning prior to submission for approval for recordation of the next succeeding phase/section of this development.

28. The developer must contact the Location Services section of the Planning & Inspections Department for approval of street names for "Road A" and "Road B". The approved street names must be reflected on the final plat.

29. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval. The developer should contact Location Services for inquiries regarding the County's policy for street sign installation or, if the sign is commissioned from a private source, to schedule an inspection of the street sign(s). The Current Planning Section must receive notice of agreement with the Location Services Section for sign installation or of satisfactory inspection prior to the approval of the final plat. Sec. 4-171, County Code)

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30. "Wade Stedman (SR 1826)" must be labeled as "SR 1826 (Wade Stedman Road)" on the final plat. (Section 2203.C & D, County Subdivision Ord.)

31. The developer is opting to provide park, recreation or open space area (common area) on-site; therefore, when phasing a development all common area must be recorded prior to the recording of the first phase or section of the development <u>or</u> the common area must be recorded incrementally, ensuring that a minimum of 800 square feet of land area is recorded as common area for each lot included, on the final plat.

32. The builder/developer must provide the buildable envelopes on the final plat: providing a five-foot maintenance easement along each side of all common internal lines with all other applicable setbacks being provided for; <u>or</u> at the time of permit application, the individual plot plans must be approved by the Current Planning Section prior to issuance of any permits.

33. 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.

34. All lots within this development must be served by an internal street system and a "no access" easement must be reflected on the final plat along SR 1826 (Wade Stedman Road) on lots 17, 18, 26 and CA1.

35. A 10' x 70' sight distance easement is required at the intersection of SR 1826 (Wade Stedman Road) with both proposed streets and must be reflected on the final plat.

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

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

37. 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.

38. The notarized signature(s) of all current tax record owner(s) and notary certifications must appear on the final plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance)

39. The developer is reminded that the improvements must be in place or that final plat approval will only be granted in accordance with Section 2502 B, C, or D, Final Plat – Guarantees of Improvements, County Subdivision and Development Ordinance. (Note: Once the improvements are in place, the developer is responsible for contacting Jeff Barnhill to schedule an inspection of the improvements.)

40. 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.

41. 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.

<u>Plat-Required Statements</u>:

42. 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):

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"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."

43. Since this development is located within the *Farmland Protection Area* as defined on the current Land Use Plan map, the following disclosure statement is required to be provided on the final plat (Section 2504 B, Farmland Protection Area Disclosure, County Subdivision and Development Ordinance):

    "This property or neighboring property may be subject to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted farming and agricultural practices and operations, including but not limited to noise, odors, dust, the operation of any kind of machinery the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides, and pesticides."

44. 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 subdivision plat."

45. Because the streets in this development have been approved as "public" streets and the streets do not yet qualify for acceptance by the NC Department of Transportation to the State system for maintenance purposes, the following statement is required to be included on the final plat (Section 2504 E, County Subdivision and Development Ordinance):

    "The streets shown on this plat though labeled as "public" – unless otherwise noted – have not been accepted by the NC Department of Transportation as of the date of this recording. Until such time that the streets are accepted and formally added to the State system, maintenance and liability of the streets are the responsibility of the developer and any future lot owner(s)."

<u>Advisories</u>:

46. The subject property sits on Wade Stedman Road and is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan. For questions related to this comment, please contact Transportation Planning.

47. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.

48. Because this subdivision has been approved as a Zero Lot Line development, the entire development would be required to be included on any future rezoning applications.

49. A review of the data available to the Army Corp of Engineers indicates that jurisdictional waters are likely to be present on this property and therefore are likely to be impacted by the proposed project. However, without an official Jurisdictional Determination at the property, these findings cannot be confirmed.

    A permit will be required for this project if construction will involve the temporary and/or permanent placement of fill in waters of the United States including wetlands. If a permit is required, the applicant will be required to avoid and minimize impacts to wetland/waters of the United States and may need to provide compensatory mitigation for unavoidable impacts.

50. 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.

51. 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.

52. 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

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specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

53. The developer(s) and any future lot owners are responsible for the maintenance and upkeep of the streets until such time the streets are added to the State system by the NC Department of Transportation (NCDOT) for maintenance purposes. The developer is advised to give notice of the street status to any future lot owners in the event the lots are conveyed prior to the NCDOT's acceptance.

54. This conditional approval is not approval of the pond (infiltration basin) shown on Lot CA1 of the preliminary plan (any pond required by an government entity agency). Cumberland County is not responsible for maintenance and does not assume any liability for the construction, maintenance or structural integrity of the pond and/or earth dam.

Other Relevant Conditions:

55. This conditional approval is contingent upon continued compliance with the County's Subdivision and Development Ordinance and Zoning Ordinance.

56. The owner/developer be aware that every deed created for a lot being served by an on-site 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."

If you need clarification of any conditions, please contact Billy Prutzman at 910-678-7603 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	blynd@co.cumberland.nc.us
Subdivision/Site Plan/Plat	Jaimie Walters	678-7609	jwalters@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
County Health Department:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Ground Water Issues:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Eastover Sanitary District:	Tal Baggett	229-3716	manageresd@ncrrbiz.com
Town of Eastover:	Ronnie Autry (Interim Manager)	323-0707	townmanager@eastovernc.com
US Postal Service	Jonathan R. Wallace	(704) 393-4412	jonathan.r.wallace@usps.gov
Corp of Engineers (wetlands):	Emily Greer	(910) 251-4049	emily.c.greer@usace.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Street Naming/Signs:	Annie Melvin	323-6102	amelvin@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
NCDOT (subdivision roads):	Earl C. Locklear	364-0601	elocklear@ncdot.gov
Transportation Planning:	Irvin Wyche	678-7615	iwyche@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov

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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 Ben Stout

2. Address: 409 Chicago Drive, Suite 103 Fayetteville Zip Code 28306

3. Telephone: (Home) 910-476-4502 (Work) 910-779-0019

4. Location of Property: 2647 Wade Stedman Road

5. Parcel Identification Number (PIN #) of subject property: 0488-82-9301
(also known as Tax ID Number or Property Tax ID)

6. Acreage: 30.2 Frontage: 438 Depth: 1,807

7. Water Provider: ESD Septage Provider: on site septic

8. Deed Book 7867, Page(s) 301, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).

9. Existing use of property: farm

10. Proposed use(s) of the property: single family residential subdivision

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 X

12. Has a violation been issued on this property? Yes _____ No X

13. It is requested that the foregoing property be rezoned FROM: A1

TO: (Select one)

X Conditional Zoning District, with an underlying zoning district of R40 (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.)

The property will be restricted to 26 single family lots as shown on the attached site plan.

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

2.47 ac will be open space. The remainder of the property will be single family residential and street ROW. There are 26 lot proposed lots.

2. DIMENSIONAL REQUIREMENTS:

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

The setbacks for R40 listed in Section 1104 will honored

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

N/A

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

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

N/A

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

N/A

5. MISCELLANEOUS:

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

N/A

6. SITE PLAN REQUIREMENTS:

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

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.

James & Beverly Ann Fisher (James Stanford Fisher/Beverly Ledbetter Fisher)
NAME OF OWNER(S) (PRINT OR TYPE)

4058 Ocasta Court, Stone Mountain, GA 30083
ADDRESS OF OWNER(S)

sfisherf@gmail.com
E-MAIL

404-296-0660
HOME TELEPHONE

WORK TELEPHONE

SIGNATURE OF OWNER(S)

Beverly L. Fisher
SIGNATURE OF OWNER(S)

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

409 Chicago Drive, Suite 103, Fayetteville, NC 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

910-476-4502
HOME TELEPHONE

910-779-0019
WORK TELEPHONE

ben@benstoutconstruction.com
E-MAIL ADDRESS

910-779-0029
FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

NAME	ADDRESS	CITY
AUTRY, HELEN C.	5820 ZYLPHIA LN	STEDMAN, NC 28391
AUTRY, HELEN COLLIER LIFE ESTATE	2707 WADE STEDMAN RD	STEDMAN, NC 28391
BUNCE, ERNEST A JR	7029 MAXWELL RD	STEDMAN, NC 28391
COLLIER, SHARON RENEE	2729 WADE STEDMAN RD	STEDMAN, NC 28391
DOUGLAS, ARTHUR JOE SR;ELVIRA G	PO BOX 67	STEDMAN, NC 28391
FISHER, JAMES S;BEVERLY ANN LEDBETTER	4058 OCASTA CT	STONE MOUNTAIN, GA 30083
RIVENBARK, PEGGY B	740 HIGH WATERS PL	FUQUAY VARINA, NC 27526
ROBINSON, ROY S; CYNTHIA F	896 WADE STEDMAN RD	STEDMAN, NC 28391
SHIREY, BRIAN E, ROBERT L;JEANET	5875 ZYLPHIA LN	STEDMAN, NC 28391
STAPLETON, MISTY COLLIER	4840 SNOWBIRD RD	FAYETTEVILLE, NC 28312
WILBOURNE, ROBERT EARL; LOIS ANN	2741 WADE STEDMAN RD	STEDMAN, NC 28391

P21-01 FC

NAME	ADDRESS	CITY
COLLIER, GARY B;BARBARA D	10562 S NC 306 HWY	ARAPAHOE, NC 28510
COLLIER, JERRY SAMUEL;, LOIS R	2613 WADE STEDMAN RD	STEDMAN, NC 28391
COLLIER, MICHELLE	2587 WADE STEDMAN RD	STEDMAN, NC 28391
FAITH BUILDERS CHRISTIAN CENTER INC	2600 WADE STEDMAN RD	STEDMAN, NC 28391
GAUTHIER, JOHN; SUSAN	5740 RUTH BUNCE LN	STEDMAN, NC 28391
GRAMM, RICHARD A	5720 RUTH BUNCE LN	STEDMAN, NC 28391
JUMPER, DANA P;JULISSA A	2588 STEDMAN RD	STEDMAN, NC 28391
LUCAS, KAYLA MARIE	5730 RUTH BUNCE LN	STEDMAN, NC 28391
MARTIN, CHADWICK B	5700 PHYLLIS CIR	STEDMAN, NC 28391
RIDDLE BUILDERS INC.	4200 MORGANTON RD STE 150	FAYETTEVILLE, NC 28314
RIDDLE, JOSEPH P III	PO BOX 53729	FAYETTEVILLE, NC 28305
ROTH, THOMAS DAVID	2753 WADE STEDMAN RD	STEDMAN, NC 28391
STEWART, CAROLYN JOYCE	6126 SANDY CREEK RD	STEDMAN, NC 28391
STRICKLAND, JENNIFER R	5750 RUTH BUNCE LN	STEDMAN, NC 28391

P21-01 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on February 15, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P20-47 rezoning 22.28+/- ac A1 to RR or more restrictive zoning intersection of Ava Rd & Beaver Dam Rd owner Carin Bunce

P20-51 rezoning 0.64+/- ac R6A to C2(P)/CZ mv sales or more restrictive zoning intersect of NC 59 & Betsy Ross Dr owner Fredrick Wallace

P20-63 rezoning 1+/- ac M(P) to R30 or more restrictive zoning sw side Doc Bennett Rd owner Gerald & James Pone

P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

P21-03 rezoning 2.06+/- ac A1 to R40A or more restrictive zoning 6524 Cedar Oaks Circle owner Vicki Liszewski

P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

P21-01

Betty Lynd

From: Ben Stout <ben@benstoutconstruction.com>
Sent: Tuesday, January 5, 2021 5:38 PM
To: Betty Lynd
Subject: P21-01 Draft Conditions

Betty and Team,
Appreciate your assistance and support on this matter. This parcel was presented a year ago with poor direction, poor planning and an overly ambitious request for SFR in the Wade Stedman area. After becoming a part of this project we have hired 4D Site Solutions (local company) to handle the engineering, partnered with BSRES, Inc and JSJ (local builders) all of us live or work here in Cumberland County and want to responsible build this project. After reading the original transcript, where the Board suggested R40 would be approved, we agreed to follow this guidance and submit with conditional R40 zoning. After working with 4D and their team we think we have a beautiful project that provides larger lots, with A soils for waste and public water. We know that by having a reasonable development it will not overburden the water system, instead it will provide income/expansion for them as their charter calls for. In closing, we want to be a local partner, that develops a project that for years to come we can be proud of, while providing reasonably priced homes for those seeking just a little bit of the country. If I can be of any assistance please don't hesitate to call or email me.

Thank you,

Ben Stout

NORTH CAROLINA
Environmental Quality

Construction Stormwater: Notice of Intent (NOI)

National Pollutant Discharge Elimination System (NPDES) application for coverage under North Carolina's General Permit NCG010000: STORMWATER DISCHARGES associated with construction activities (or NCG250000)

A. Project Information

Part A.

Project Location and Waterbody Information

Are you submitting an NOI that was rejected before?	⊙ No ○ Yes
1a. Project Name *	Faithwill Farms Subdivision
1b. Specific Lot Numbers	This field may be used to list specifc lot numbers.
1c. Parcel ID Number(s) (PIN) *	List all PINs associated with this project. 0488-82-9301
2. County *	Cumberland
3. Highway or Street Address *	Wade Stedman Road Street name only is acceptable if no address number assigned yet
4. City or Township *	Stedman
5. State *	NC
6. Zip Code *	28391
7. Latitude *	Enter the latitude in decimal degrees 35.0749
8. Longitude *	Enter the longitude in decimal degrees (MUST be negative) -78.7008

If you do not know the latitude and longitude coordinates for this project, you can search the location on this map of North Carolina. Look for the coordinates in the **bottom left corner.**

9. Date to Begin *	03/01/2021 Estimated Construction Project Start Date
10. Date to End *	09/30/2021 Estimated Construction Project End Date
11. SIC (Primary) *	Residential, Single Family Houses (SFE) (1521) Standard Industrial Classification for Development
12. Acres to be disturbed *	5.83 (including off-site borrow and waste areas)

13. Total site area (acres)*	30.22
14. Post-construction impervious area (acres)*	7.25 (Estimated)
Project Tracking ID	NCC-CUMBE-2021-Faithwill Farms Subdivision Assigned automatically

Below you must enter **waterbody information for surface waters affected by this project.** Please consult DWR's Surface Water Classifications Map Viewer to find waterbody name and corresponding index number. Please enter only **immediate** receiving waterbodies - *not waters downstream* of those unless the project extends there. You may enter up to 3 waterbodies if needed.

15a. Receiving Waterbody*	Big Creek Name of waterbody into which stormwater runoff will discharge
15b. Waterbody Index No.*	18-68-12-5 NC Waterbody Index Number
Stormwater discharges will flow to additional waters*	☑ No ☐ Yes
16a. Is this project subject to the NC Sediment Pollution Control Act?*	⊙ Yes ○ No, not subject to NC SPCA

Note: Stormwater discharges from **construction activities associated with oil and gas exploration, production, processing, treatment, or transmission facilities** are eligible for the exemption from NPDES permit coverage except in very limited instances. Do not proceed with this application before consulting this EPA fact sheet and verifying a permit applies.

B. Permittee Information

Part B.

Permittee Information - Legally Responsible Entity and Individual

Important: The person who *signs the NOI Certification Form* and *signs the Certification in Section E* of this application form should be the same person as listed in THIS SECTION, or an authorized responsible individual within the same organization. That person must be a responsible corporate officer who owns or operates the construction activity, such as a president, secretary, treasurer, or vice president, or a manager that is authorized in accordance with Part IV, Section B, Item (6) of the NCG010000 General Permit. **For more information on signatory requirements, see Part IV, Section B, Item (6) of that permit.**

1. Organization Name *

Legally Responsible Entity

Wade Stedman, LLC

If permittee is an individual (i.e., organization does not apply), enter first and last name in this field.

Note: The organization name must match the business entity name registered with the NC Secretary of State. You can verify the registration here.

2. First Name *

Ben

If Corporation, enter Registered Agent First Name

3. Last Name *

Stout

If Corporation, enter Registered Agent Last Name

3b. Title *

Registered agent

4. Permitee E-mail Address *

ben@benstoutconstruction.com

5. Permittee Telephone No. *

910-779-0019

6. Permittee Mailing Address *

Street Address

409 Chicago Drive

Address Line 2

Suite 103

City

Fayetteville

State / Province / Region

NC

Postal / Zip Code

28306-1587

Country

US

Check box if the street address the same as mailing address

☑ Yes

7. Permittee Street Address *

Street Address

409 Chicago Drive

Address Line 2

Suite 103

City

Fayetteville

State / Province / Region

NC

Postal / Zip Code

28306-1587

Country

US

8. Type of Ownership*	Ownership is only individual if an individual is named in B.1. above. Non-Government

C. Site Contact information

Part C.

Project Site Contact Information

1. Primary Site Contact - First Name *	Ben
2. Primary Site Contact - Last Name *	Stout
3. Title	Registered agent
4. Site Contact E-mail Address *	ben@benstoutconstruction.com This person will be copied on all correspondence.
5. Site Contact Telephone No. *	910-779-0019
6. Organization Name	Wade Stedman, LLC
7. Site Contact Mailing Address *	Street Address 409 Chicago Drive Address Line 2 Suite 103 City: Fayetteville State / Province / Region: NC Postal / Zip Code: 28306-1587 Country: US
8. Consultant Name	(Optional) Scott Brown, PE First and Last name
9. Consultant E-mail	sbrown@4dsitesolutions.com This person will be copied on all correspondence.
10. Consultant Telephone No.	910-426-6777

D. E&SC Plan

Part D.

Erosion & Sediment Control (E&SC) Plan Approval Information

1. Date E&SC Plan Approved* 12/09/2020

2. E&SC Plan Project Number/ID* CUMBE-2021-062
Assigned by agency or local program

3. E&SC Plan Approved by*
- (•) State DEQ Office
- ( ) Local Program

4. State DEQ Office* Fayetteville Regional Office (FRO)

Documentation of E&SC Plan approval and the signed Notice of Intent (NOI) Certification Form is required for a complete application. Please also upload a site map showing the overall extent of the project (for linear projects, can include the beginning point and end point coordinates in the "Notes" box below).

5. E&SC Plan Approval letter or Grading Permit* cumbe-2021-062.pdf 87.22KB
Must be PDF format

6. Site Location Map* Must be PDF format (limit 20 MB)
Site map.pdf 711.96KB
Please do not upload entire set of E&SC plans.

7. Notes (Optional) Provide any additional information that might help the reviewer better understand how uploaded documents support the application. Include additional waterbodies if necessary.

8. NOI Certification Form* Storm Water.pdf 282.72KB
Must be PDF format

YOU MUST MAIL THE **ORIGINAL SIGNED NOI CERTIFICATION FORM (click on this link)** to The Stormwater Program at the address on the form for the application to fulfill federal application requirements. The Certification Form must be signed by the person listed in Section B (Permittee Information) or by an authorized responsible person within the same organization. **NOTE: The person who signs the paper form must be the same person to electronically certify and sign the eNOI.**

This is an Express Review Project*
- (•) No
- ( ) Yes

E. Certification

North Carolina General Statute 143-215.6B (i) provides that:

Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under this Article or a rule implementing this Article; or who knowingly makes a false statement of a material fact in a rulemaking proceeding or contested case under this Article; or who falsifies, tampers with, or knowingly renders inaccurate any recording or monitoring device or method required to be operated or maintained under this Article or rules of the Commission implementing this Article shall be guilty of a Class 2 misdemeanor which may include a fine not to exceed ten thousand dollars ($10,000).

Under penalty of law, I certify that:

* ☑ I am the person responsible for the construction activities of this project, for satisfying the requirements of this permit, and for any civil or criminal penalties incurred due to violations of this permit.

* ☑ The information submitted in this NOI is, to the best of my knowledge and belief, true, accurate, and complete based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information.

* ☑ I will abide by all conditions of the NCG010000 General Permit and the approved Erosion and Sediment Control Plan.

* ☑ I hereby request coverage under the NCG010000 General Permit and understand that coverage under this permit will constitute the permit requirements for the discharge(s) and is enforceable in the same manner as an individual permit.

Specify if you are: *
- ⊙ The Legally Responsible Person named on this Notice of Intent
- ○ Authorized Responsible Person* (signing on behalf of Legally Responsible Person named in Part B)

Important: The person who electronically signs this Certification above must be the <u>same</u> person who signs the NOI Certification Form. If that person is signing on behalf of the Permittee, that individual must be an authorized responsible person within the <u>same</u> organization as the Permittee. *An authorized individual is a responsible corporate officer who owns or operates the construction activity, such as a president, secretary, treasurer, or vice president, or a manager that is authorized in accordance with Part IV, Section B, Item (6) of the NCG010000 General Permit. **For more information on signatory requirements, see Part IV, Section B, Item (6) of that permit.**

Signature *

Ben Stout

Type Name * Ben Stout

Title * Registered Agent

Organization * Legally Responsible Entity
Wade Stedman, LLC

Date * 01/12/2021

Betty Lynd

From: Brandon Messina <brandon_messina@aol.com>
Sent: Thursday, January 14, 2021 12:26 PM
To: Betty Lynd
Subject: P21-01 rezoning case.

Good afternoon,

In my humble opinion, I believe rezoning this property is the right thing to do. The exponential growth that can come to the Bethany community would be amazing. It would bring business owners to look more at this area because of the thriving potential that goes along with more people in the area. I think it is quite overdue for sometime now that this side of the county gets looked at as a growing hotspot for incoming soldiers and their families. Do the right thing, I know for some time now people have been against this changing but the farming industry is also growing increasingly difficult to profit from and many owners are seeking to get out of it. One day this may lead to empty land just sitting there unused because disgruntled homeowners do not want a new neighborhood in the community. Again, this has much untapped potential. Do the right thing and vote yes on rezoning.

Thank you.

Betty Lynd

From: Robin <robin999us@yahoo.com>
Sent: Wednesday, January 20, 2021 6:22 PM
To: ddwheatley@yahoo.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; thomasjlloyd@icloud.com; Betty Lynd
Subject: Petition Names submitted in Objection to Case P21-01 (also was P19-46)
Attachments: Bethany 19-46 Petition 41 names.pdf

Due to the inability to hold Townhall type meetings to collect signatures of the citizenry due to COVID, the fact that face-to-face canvassing is also ill advised and acknowledging that this is a second submission on the same property, I am submitting these 41 names/citizens as objecting to Case P21-01. **The petition as signed requested that the land be kept as A1 and that no further rezoning take place without a Land Use Plan, which are all still valid objections.**

These are submitted in objection to Case P21-01. 41 names.

R Bridges

Citizens Petition Fisher Case #19-46 and Land Use Plan

The undersigned hereby states they are against the above cited case before the Cumberland county Commissioners on 16 Dec 2019 and wish the land to **REMAIN zoned A1 Agriculture**. Further, we do not wish Bethany to have any land rezoned from A1/A1A to any other designation without a Land Use Plan in place.

Please print except signature.

Name	Address	Email (optional)	Signature
Alvin Dymowski	2854 Wade Stedman Rd	SKEGMANRL@AOL.Co	[illegible]
Corinne Dymowski	2854 Wade Stedman Rd	twinglemom954@aol.com	[illegible]
Stacy + Nicki Roberts	6857 Oakgrove Church Rd	stacenick2@embarqmail.com	Nicki Roberts
Floyd + Jackie Russell	6687 Oak Grove Church Rd	My2SONS@NC.RR.com	[illegible]
Stephen Bullard	6132 adidas street	wade NC	
Amanda Bullard	6132 adidas street	wade NC	
Brian Shirley	5875 Zylphia lane	Stedman N.C.	[illegible]
Jamie Stewart	2808 Wade Stedman Rd	Stedman N C	[illegible]
Kendra Jones	6799 Faircloth Rd		[illegible]
Claude Jordan	2310 Wade-Stedman Rd	C.W.Jordan52@gmail.com	[illegible]
Kristina Jordan	2310 Wade-Stedman		Kristina Jordan
Sam Collier	2613 WADE-STEDMAN RD.		[illegible]
C Batton	4122 Tobacco Rd.	cleebatton@gmail.com	Crystal Batton
Kayli M. Lee-Batton	4122 Tobacco Rd	crystal.batton@yahoo.com	[illegible]
Desiree Draughon	6617 Morning Glory Dr.		[illegible]
MYRON JAMES	7564 Gomez Ch Rd		[illegible]

Citizens Petition Fisher Case #19-46 and Land Use Plan

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Please print except signature.

Name	Address	Email (optional)	Signature
Robin Bridges	2886 Wade Stedman Rd Stedman, NC	robin999us@yahoo.com	Robin Bridges
Bobby R. Bridges	" "	Roscoe565@yahoo.com	[illegible]
Kathy Garrity	16626 Morning Glory Rd	missy72@twc.com	Kathy Garrity
Ilona Baker	2834 Wade-Stedman Rd	heliba50@gmail.com	N. Ilona Baker
James Baker	" " "	bakefam2@gmail.com	[illegible]
ANNIE WEATHERFORD	7754 MAXWELL ROAD	arweatherford@centurylink	Annie Weatherford
STELLA WILLIAMS	7732 MAXWELL ROAD	swilliams475@nc.rr.com	Stella Williams
MARTIN WILLIAMS	7736 MAXWELL ROAD	mwilliams@gmail.com	[illegible]
Danny Osgood	1800 Wade Stedman Rd.	djx1068@gmail.com	[illegible]
Charles Royal	3054 Hayfield Rd.	caroyal@embarqmail.com	[illegible]
SUE Royal	3054 Hayfield Rd.	charlieandsue@embarqmail.com	Sue Royal
Janet Howard	2268 Hayfield Rd	jhoward1963@gmail.com	[illegible]
Morgan T. Smee	3015 Wade Stedman Rd.	tricycle3113@gmail.com	[illegible]
Scharina D. Smee	" "	scharina.elmore@gmail.com	[illegible]
Dotty Faircloth	3553 Hayfield Rd	dothub@aol.com	Dotty Faircloth
Perry Faircloth	" "		Perry Faircloth

Citizens Petition Fisher Case #19-46 and Land Use Plan

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Please print except signature.

Name	Address	Email (optional)	Signature
Daniel Fisher	6801 Chatsworth Rd. Stedman	dankfisher@icloud.com	Daniel K. Fisher
Gail Home			Gail Home
Cathleen VanCannon	2118 Page Rd Stedman		Cathleen VanCannon
Andrea Eleanor	2118 Page Rd Stedman		Andrea Eleanor
Elaine Matott	7315 Faircloth Bridge Rd		Elaine H. Matott
Standridge Justin	7317 Massaweil Rd		[illegible]
Ashley Christian	5972 Smithfield Rd.		[illegible]
Kellie Silva	2060 Wade Stedman Rd		Kellie Silva
KELLY HANDY	6614 FAIRCLOTH		Kelly Handy

PETITION TO SUPPORT MAINTAINING A1 ZONING
CUMBERLAND COUNTY PLANNING BOARD-JANUARY 2021
LOCATION: WADE-STEDMAN ROAD #P21-01

#	Last Name	First Name
1	Adams	Angela
2	Adams	Matthew
3	Adams	Kyle
4	Black	Larry
5	Black	Florence
6	Bland	Jessica
7	Bland	Tim
8	Brown	Tommy
9	Brown	Jody
10	Bullard	Gale
11	Bullard	Mack
12	Bullard	Stephen
13	Bullard	Amanda
14	Caldwell	Nicole
15	Caldwell	Justin
16	Collier	Otis
17	Collier	Linda
18	Faircloth	Eugene
19	Faircloth	Bryan
20	Faircloth	Cindy
21	Felton	Glenn
22	Felton	Elizabeth
23	Freeman	Tony
24	Freeman	Rhonda
25	Gore	Nature
26	Hair	Brooke
27	Hair	Bradley
28	Hales	Stephanie
29	Hales	Joseph
30	Hales	Madison
31	Hales	Mary Catherine
32	Hales	Jessie
33	Harrison	Don
34	Harrison	Sharon
35	Harrison	Jeffrey
36	Harrison	Chris
37	Hartman	Jennifer
38	Hill	Anna

39	Hill	Dustin
40	Horne	Adam
41	Howard	Janet
42	Howard	Glenn
43	Howard	Summer
44	Howard	Kelly
45	Howard	Madeline
46	Jackson	Keith
47	Jackson	Robin
48	Jackson	John Keith
49	Jackson	Bradley
50	Jones	Jimmy
51	Jones	Juanita
52	Lipford	Chase
53	Lipford	Danielle
54	Masson	Linda
55	Matthews	A.B
56	Matthews	Ruth Mary
57	Matthews	Peyton
58	Matthews	Nick
59	Matthews	Audrey
60	McLaurin	Charlie
61	McLaurin	Lynn
62	McLaurin	Glenda
63	McMillian	James
64	McMillian	Rhonda
65	McMillian	Alyssa
66	McMillian	Blake
67	Murphy	Diane
68	Murphy	David
69	Murphy	Jody
70	Murphy	Mary Anne
71	Royal	Charlie
72	Royal	Sue
73	Royal	Wanda
74	Royal	Ron
75	Royal	Julie
76	Royal	Durwood
77	Starling	M.F.
78	Starling	Joanne
79	Stone	Carla
80	Streath	Joshua
81	Streath	Rose

82	Streath	Mike
83	Stringfellow	Elizabeth
84	Stringfellow	Christopher
85	Strong	James
86	Strong	Kimberly
87	Tart	Audrey
88	Teague	Shirley
89	Teague	Frankie
90	Tew	Denise
91	Tew	Wayne
92	Wade	Savannah
93	Wade	Wyatt
94	Welch	Bill
95	Welch	Debbie
96	Williams	Alice
97	Williams	Meredith
98	Williams	Brian
99	Williams	Helen
100	Williams	Donna
101	Williams	Jim
102	Williams	Michelle
103	Williams	Tyler
104	Williams	Laura

Betty Lynd

From: Robin <robin999us@yahoo.com>
Sent: Thursday, January 21, 2021 4:18 PM
To: ddwheatley@yahoo.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; thomasjlloyd@icloud.com; Betty Lynd
Subject: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Thursday Petition
Attachments: Petition p21-02 2.pdf

Please find petition and resident statement attached. This makes a total of 10 resident objection statements, my personal objection statement, 41 names on the first petition and 40 names on the second petition that I have submitted to the Planning office.
Other objection statements where I was copied on are:

Ken Edwards and wife Stephanie Edwards
Aaron Champoli
Nancy Champoli
Al Dymowski
Corrine Dymowski
Sam Collier
Misty Stapleton
Julissa Jumper
Dana Jumper

I am sure you have received many more. Thank you.

Regards, Robin Bridges

Citizens Petition Fisher Case #21-01 and Land Use Plan

The undersigned hereby states they are against the above cited case before the Cumberland county Planning Board on 21 Jan 2021 and wish the land to **REMAIN zoned A1 Agriculture**. Further, we do not wish Bethany to have any land rezoned from A1/A1A to any other designation without proper rural zoning regulations which address **CONSERVATION of land and wildlife** and a Land Use Plan in place.

Please print except signature.

Name	Address	Email (optional)	Signature
Diana L Rivera	7055 Sandy Creek Rd Stedman	DianaRivera28391 @yahoo.com	Diana L Rivera
Myrtle Ann Dibble	1310 John Nurrey Rd Stedman		Myrtle Ann Dibble
Timothy W Hair	2311 Welcome Sch. RD. Autryville		Timothy W Hair
Marion C Coty	684 Wade Stedman Rd		Marion Coty
Mary Hayes	2376 Page Rd Stedman		Mary Hayes
Bob Bullard	2592 Hayfield Rd Wade		Bob Bullard
Mack Bullard	2592 Hayfield Rd Wade		Mack Bullard
JEANNE KUSNAK	6591 Goldsboro RD	JEANSTERN@yahoo.com	
HISHAM MOGLI	6591 Goldsboro RD		
	1720 MCCALL DR		
Angela Moore	61 Millstone LN Godwin		Angela Moore
Danelle Redmon	5884 Goldsboro Rd		
Shawn Redmon	5884 Goldsboro Rd		

Citizens Petition Fisher Case #21-01 and Land Use Plan

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Please print except signature.

Name	Address	Email (optional)	Signature
David Gee	6517 Morning Glory Dr		
Nicki Roberts	6857 Oakgrove Church Rd		Nicki Roberts
Caleb Bullard	6450 OAK Grov Ch		
Brittany Bullard	1432 Wade Stedman Rd		Brittany Bullard
Emily Currin	6508 Morning Glory Dr		Emily Currin
Burl Currin	6508 Morning Glory Dr		Burl L Currin
Andrea Edwards	2110 page RD		
Cayla Vancamp	2118 Page Rd		Cayla Vancamp
Elaine L Matott	7315 Faircloth Bridge Rd		Elaine L Matott
Douglas Matott	7309 Faircloth Bridge Rd		Douglas Matott
Joe Hewlett	4580 Wade-Stedman Rd		Joe Hewlett
Susan Vincent	1851 Wade Stedman		Susan Vincent
Ann M Walters	1811 McCall Drive		Ann Walters

Citizens Petition Fisher Case #21-01 and Land Use Plan

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Please print except signature.

Name	Address	Email (optional)	Signature
Richard O'donnell	2020 Page Road		Richard O'Donnell
Andrew Sharp	2956 Wade Stedman Rd		
JUAN MARIN	6435 SANDY CREEK RD		
Brenda Abercrombie	4221 Wade Stedman Rd		Brenda Abercrombie
JOEY EDWARDS	DUNN, Rd		Joey Edwards
SANDY LAYLOR	DUNN Rd		Sandy Laylor
[illegible]	Autryville NC		[illegible]
Sonya Mozingo	6878 Oak Grove Church Rd.		Sonya R. Mozingo
Helen Autry	2707 Wade Stedman Rd.		Helen Autry
Kathleen Blake	5980 Fielding St.	kathrblake@gmail.com	Kathleen R Blake
Rachel Smith	5752 Rosh Ave		
Dr. Reyan Smith	5752 Rosh Ave		
Kristina Jordan	2310 Wade Stedman		

Citizens Petition Fisher Case #21-01 and Land Use Plan

The undersigned hereby states they are against the above cited case before the Cumberland county Planning Board on 21 Jan 2021 and wish the land to **REMAIN zoned A1 Agriculture.** Further, we do not wish Bethany to have any land rezoned from A1/A1A to any other designation without proper rural zoning regulations which address **CONSERVATION of land and wildlife** and a Land Use Plan in place.

Please print except signature.

Name	Address	Email (optional)	Signature
Claude Jordan	2314 Wade-Stedman		[illegible]

Betty Lynd

From: remmy023 <remmy023@gmail.com>
Sent: Wednesday, January 20, 2021 5:48 PM
To: Betty Lynd
Subject: Rezoning request from A1 to R40 (Zero Lot Line Subdivision in Cumberland County

Good Evening,

I would like to express my objection to the rezoning request of the P21-01 from A1 to R40 (Zero Lot Line Subdivision) in Cumberland county. My family and I recently relocated to this area in hopes of settling in a rural setting away from the congestion of developments with tightly packed homes. We enjoy the peace and quiet that this area has afforded us and would like to keep the neighborhood tranquil. Having moved from a town where development outpaced the infrastructure needed to support it, I have seen first hand the nuisance and trouble wrought by frequent traffic jams, insufficient amenities, noise, and general pollution that this "progress" brings. The additional influx of families will bring undue pressure to an already burdened school system, tired roads, and **overwhelmed** postal service. In keeping with the agrarian nature of Bethany, this town would be best served by rejecting the rezoning request and keeping this area undeveloped.

Thank You Very Much.

Very Respectfully,

Dr. Ryan Smith DDS
5752 Pooh Ave,
Stedman, NC 28391

Stephen Bullard
6132 Adaclis St

P21-01

Planning Board. The Staff shall take into consideration, among other related issues, the following factors when considering criteria for their recommendation:

A. The appropriateness of the request in relation to, and the request's consistency with the current Land Use Plan and adopted land use policies for the subject area;

B. The availability of public services, to include utilities, schools, fire, police, recreation, etc.;

C. The suitability of the request as related to the nature of the surrounding land area and any foreseeable effects on the surrounding area;

D. The policies of the Planning Board and Board of Commissioners in similar cases;

E. The effect of the request regarding environmental concerns;

F. Any changed conditions or circumstances in the area of a proposed change since any previous zoning action;

G. Whether the proposed amendment would correct an inadvertent mistake; and

H. The reasonableness of the proposed request for all small-scale rezonings.
(Amd. 11-20-06; Amd. 02-19-08; Amd. 04-18-11)

SECTION 1503. PLANNING BOARD HEARING AND RECOMMENDATION.

A. The Planning Board, upon receipt of a proposed amendment, by petition or otherwise,

NOTE C - Changing this area from A-1 to R-40 Does pose a major Effect on the surrounding area. There Is a Beef/cattle farm beside this property and a Residental housing Development here poses a major threat to shutting Down the cattle farm. R zoning Does not belong around any A zoning Especially when someones Lively hood Is at stake.

Betty Lynd

From: Ilona Baker <heliba50@gmail.com>
Sent: Wednesday, January 20, 2021 10:25 PM
To: Betty Lynd
Subject: RE: Objection to P21-01

Dear Sir/Madam:
As a fairly recent resident in Bethany I feel I can safely say that the proposed zero lot line development will certainly go a long way to changing the character and feel of the area that I have come to love. Our house is within 1000ft of the new development on Wade Stedman Road and will certainly affect us. I am not against new development but putting in houses without any kind of plan makes no sense. A year ago we had high hopes for the planning meetings to prepare a land-use plan for the Bethany area. Because of Covid and the precautions taken those planning meetings have not taken place and there is no plan. We need to put a stop to granting new developments until there is a logical cohesive plan.

Although the proposal is being put before the planning committee again, the original problems with the plan have not been addressed. There would be 26 septic tanks as well as 26 houses with driveways with runoff on land that will already have water issues in case of serious rain. And, what will that do to the well water that people are using?

Will each house be hooked up to their own well or will they have Eastover Water? The water pressure with Eastover Water is

not that great now, what will happen when all those homes are added? And what will it mean for the Fire Department? Already the fire department has to send a water truck because the water pressure is not strong enough to fight a fire.

Between Bethany Farms, the proposed development and Toby Place there will be close to 100 new families with at least 2 cars each (because we are in the country and there is no public transportation) within a distance of 1 1/2 miles. It is a huge influx of people for such a small area. It isn't like putting up an apartment building in the city where water, sewer, electricity, sidewalks and other amenities are already there. This does NOT include the housing area already on Ruth Bunce Lane which is between Proposed development and Toby Place as well as homes along Wade Stedman Road. The added traffic will put extreme wear and tear on a country road built for use by farm equipment and light vehicle traffic....there are no street lights for night driving and often no berms which makes for touchy driving conditions on a curvy road day and night.

Children in these new homes will be funneled into the already overcrowded schools serving our area. Or will they be forced to spend hours being bussed out of their community on top of their school day? There is no greenspace in the layout of homes and with zero lot lines there is little to no yard space....where will these children play? There are no recreational facilities other than a small playground and ball field which are not within

walking distance. There are no "side streets" to safely ride a bicycle to the playground.

I sincerely hope that you will not approve this proposal for development before there is an official land use plan for Bethany.

Sincerely,
Ilona Baker

Betty Lynd

From: bakefam2@gmail.com
Sent: Wednesday, January 20, 2021 9:27 PM
To: Betty Lynd
Cc: jordan@boose-law.com
Subject: Objection re: P21-01 zoning matter

Dear Sir or Madam:

I reside at 2834 Wade Stedman Road, within 1000 feet of the Fisher property covered by the P21-01 case.

I am not opposed to all development. However, I do object to the P21-01 proposed re-zoning for the following reasons:

1. No Plan. There is still no land-use plan for the Bethany area, through no fault of Bethany residents. We need an approved land-use plan so that our zoning issues can be addressed RATIONALLY --- rather than as a disjointed hodge-podge of unrelated re-zoning applications.

2. Road traffic safety. The section of Wade Stedman Rd where the P21-01 property is located ALREADY has two subdivisions, Toby Place and Bethany Farms. Additional subdivisions are only a short distance away on the same road. Wade Stedman Rd is a narrow, two-lane roadway, already overburdened with residential and commercial traffic, especially at certain hours. For those of us who live there, adding another subdivision makes the situation that much worse, and that much less safe.

3. Impact on Eastover. On the other side of the road from the Fisher property is EASTOVER land. Given that water flows downhill, and the Fisher property is somewhat higher than the Eastover land across the road, will not the proposed 26 residences, paved streets, and so forth, increase water runoff onto the property of our Eastover neighbors? Do we have any study addressing this matter, something more than a developer's assurances?

4. Not a suburb. R40/CZ with zero lot lines makes for a crowded, suburb-like appearance --- the very opposite of Bethany's A1 rural character. (~~R40~~ A1 would seem to make more sense, and it would certainly be more in keeping with the area's present character.)

5. Can this matter not be tabled until the current COVID restrictions are loosened, so that we can present our objections in person, rather than by remote means?

Sincerely yours,

James Baker

"He is no fool who gives what he cannot keep to gain that which he cannot lose."
--- Jim Elliott

Sent from my iPhone

Betty Lynd

From: Peggy White <lapswhite@gmail.com>
Sent: Wednesday, January 20, 2021 4:34 PM
To: Betty Lynd
Subject: Object to approval of the Case# P21-01 Rezoning Request

I am a resident of Stedman, NC. I am writing to you to let you know that I object to the approval of the Case# P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision) on Wade-Stedman Road in the Bethany Community.

The reason I am objecting to this rezoning is because the subdivision will NOT be compatible with the rural nature of the Bethany community. Nearby this rezoning request is a beef farm and other farming facilities. I am very concerned about the flooding from Big Creek, the influx of students on the already overcrowded schools, busy roads and even the demand on our postal service. Currently, our postal service can not handle the residents on a daily basis and adding to our community would further put more strains on them. Also, the loss of land for our wildlife is a great concern of mine. Generally, I am completely against this rezoning request and hope you will take my request into consideration.

Sincerely,
Peggy White and family (1207 Bainbridge Road, Stedman, NC 28391)

Betty Lynd

From: Lorie Ricks <lricks1104@gmail.com>
Sent: Wednesday, January 20, 2021 11:22 AM
To: Betty Lynd
Subject: Zoning P21-01 zero lot homes

I object to the P21-01 rezoning request for the Bethany area from A1-R40. It is not conducive to my community. There has been a lot of development in the past recent years and it is changing the rural and farming community I love.
The agriculture industry in the area is needed as the woodland area for our wildlife is needed as well.
It isnt ethical to build in such areas for buyers to later have their homes ruined because they were not informed the land was built in a flood prone area. It is sad when our government does things for the wrong reasons.
Development of this area will cause greater problems than just more population. I object to P21-01/A1-R40

Taxpaying citizen,
Lorie Ricks

CUMBERLAND COUNTY
NORTH CAROLINA

Public Comments

First Name* Jerry

Last Name* Colier

Address*

Street Address
2613 Wade Stedman Rd
Address Line 2
City
Stedman
State / Province / Region
NC
Postal / Zip Code
28391
Country
USA

Phone Number* 910-850-5876
(XXX) XXX-XXXX OR XXX-XXX-XXXX

Email

Please select a case to make a comment on:*

- ○ Case P20-47
- ○ Case P20-51
- ○ Case P20-63
- ● Case P21-01
- ○ Case P21-02
- ○ Case P21-03
- ○ Case P21-04
- ○ Case P21-05
- ○ Case P21-06
- ○ Case P21-07

P21-01 Rezoning of 30.10+/- acres from A1 Agricultural to R40 Residential/CZ Conditional Zoning for a 26 lot zero lot line subdivision or to a more restrictive zoning district, located at 2647 & 2673 Wade Stedman Road, submitted by James S. & Beverly L. Fisher (owners) & Ben Stout (agent).

Vote - For or Against* Against

Comment*

field type multi line
I own land adjacent to the land up for rezoning. As I stated in a meeting last year when they tried to rezone this land, this land floods onto my land. I showed the board a topographical map which showed how the surrounding land drains onto my land.
Putting 26 houses with septic tanks on land that floods and drains onto neighbors is not what the Bethany community wants. We do not want zero lot lines in this area. I am for leaving A1 zoning as this lets enough land be open to allow water to penetrate the soil. Thank you.

Betty Lynd

From: Misty Stapleton <mistystapleton719@gmail.com>
Sent: Tuesday, January 19, 2021 7:46 PM
To: Betty Lynd
Subject: Objection to case number P21-01
Attachments: 20210119_193937.jpg

I am writing this letter to formally state my vehement objection to the rezoning proposal for Wade Stedman Rd, case number P21-01.

I have many reasons for my objection, but the top of my personal list is the drainage issue. The land that is up for possible rezoning currently has drainage issues that already affect my land (which borders half the land in this proposal and is across the street from the other half.) Water runs across the road onto my land and downhill to my pond. I have attached a picture that I took Sunday after last week's fairly mild rain. In the picture you can see the house that is currently on the land in question and how water from that land is draining onto mine. If you cover that land with the roads and houses proposed, the water will not be able to drain into the sand, which means it will all end up on my land, flooding me even worse. What doesn't flood me directly will bring the water levels up from the creek and swamp land behind the parcels flooding us from the back. Now, add septic tank run off to the water drainage and my land becomes a sewer. I am extremely concerned about this and DO NOT WANT MORE SUBDIVISIONS IN OUR AREA.

My other areas of concern are:

- The schools are already at capacity and cannot handle more students.
- Wade Stedman Road is already busy and cannot handle more traffic.
- The water system is already at it's limits for providing water, the water pressure is low
- There isn't enough water pressure as it is for the fire department to use the fire hydrants.
- Maxwell Road (the main road from this area into town) is incredibly busy and experiences accidents regularly.
- The post office is already way over taxed and struggles to get the mail to the right houses in a timely manner.
- The community loves being a rural community. People have either lived here on family land for generations, or moved here for the peaceful country atmosphere. The community does not want more housing developments to ruin that for us.

Thank you for hearing my comments, and I beg you to deny this rezoning proposal.

house
My Land

Betty Lynd

From: jamesonstewart@rocketmail.com
Sent: Tuesday, January 19, 2021 2:21 PM
To: Betty Lynd
Subject: Rezoning p21-01

My name is Jameson Stewart and I own Stewart Farms Beef on wade stedman road. This email is regarding case 21-01 rezoning on wade stedman road. I was there last year as this property was up again for rezoning. I'm still against rezoning and building a subdivision just 2 property down from my farm. I am an inspected and licensed meat handler with the state of NC and a voluntary agriculture district. I have several wells on my farm and I'm concerned overbuilding will pollute my wells. Our farm is our only source of income especially now since Covid and we can't afford to lose it from the many possible scenarios that can happen when someone builds excessive housing near us. I can't imagine the type of people that would live in these houses being happy when chicken liter and agriculture sprays are applied directly behind their homes, not to mention the liability of a farm animal escaping a fence and walking around someone who has no experience in handling or safely controlling their emotions when confronted by livestock that can weigh in excess of 1500 lbs. Thanks again, Jamie Stewart

Betty Lynd

From: Michael Beam <mikekbeam@gmail.com>
Sent: Tuesday, January 19, 2021 2:19 PM
To: Betty Lynd
Subject: rezoning case P21-01

To whom it may concern;
This email is to register our opposition to rezoning the Fisher property referred to in case P21-01 from A1 to R40. We do not wish to completely give up our rural way of life nor the farmland that is so important to our community. With the subdivisions that have been and are being built here we have already experienced a significant increase in traffic as well as runoff and drainage issues.

Sincerely,
Michael K. Beam
Tracey Montgomery
2398 Wade Stedman Rd
Stedman, NC

Betty Lynd

From: thejumperteam@gmail.com
Sent: Tuesday, January 19, 2021 11:16 AM
To: Betty Lynd
Cc: 'Robin Bridges'
Subject: Zoning Request P21-01 at 2647 Wade Stedman Rd

I am writing in protest of the proposed re-zoning of the land at 2647 Wade Stedman Rd and planned efforts to build subdivision housing there. The land is currently zoned A1 Agricultural.

I object to rezoning this property to Residential and I object to the method in which the re-zoning is being considered. Last year in 2020 this property was requested to be re-zoned. Very many people from the community showed up to object, such that the hearing room had standing room only, and the planners had to limit the number of people who could talk. There was strong community resistance to the re-zoning.

At that hearing we also objected to the lack of a Bethany Land Use Plan. Shortly after, the planning board started community inquiry to develop a plan, but that effort has gone nowhere because of the restrictions of COVID. We have not made any progress except being able to add input online.

Now, the planning board is going to hear this re-zoning request without any members of the community being able to object in person and without the guidance of a land use plan. That is not acceptable, and it feels like our county government is sneaking thru this re-zoning even after so much push back from the community.

Here are the 3 key reasons I object to the re-zoning.

The Impact on My Home and Farm

My little 8 acre farm is located right nearby this property, within 500 feet. I have 3 wells on my property that I use for agricultural purposes. I raise milk cows, hogs and meat chickens. As a licensed NC Meat Handler and Poultry Exempt Processor, I must have my wells tested twice every year for contaminants. I am concerned that the impact of so many septic systems on me is not acceptable. Even now, during particularly wet periods, there is a lot of flooding and standing water in the area. Adding a large number of houses within 500 ft will have a real impact on me. Right around the same area, there are 3 other small farms on both sides of Wade Stedman Rd who raise animals and hay. Less than ¼ or ½ mile away are large fields of agricultural products, hay, tobacco, corn, sweet potatoes, etc. A large subdivision placed right in the middle of us is just poor, poor planning. Also, the threat to my animals and farm from adding many youths in the area who have no other form of entertainment nearby is substantial, and any damage my animals could do if they escaped a fence or wandered off could also be large. And, the sure increase of dogs, cats and other pet predators in the local area, while supposedly under the control of owners, could be devastating to our farm animals (many chickens, ducks, turkeys, etc.) and to the wildlife we so abundantly enjoy, our birds, deer and other wildlife. Lastly, I am concerned about the increase in traffic as a threat right around my farm.

Not in Keeping with our Community, Not a Part of Any Plan

Our current community of Bethany is a quiet, rural, older community. It is slowly being changed over to a more residential community. While no one objects to more people looking to come here and enjoy what we already enjoy, we do object to mass building of subdivisions, cramped and crowded neighborhoods, and lack of thoughtful community development. Adding a large, crowded subdivision in this location would be thoughtless. The schools, roads, shopping, recreation and businesses in the community are not able to handle such a large influx and would create real problems. Wade Stedman Road is not designed to handle that much more traffic. We have no community facilities to offer. There

are no restaurants, shopping is quite a distance, and all the local facilities have to be reached over 2 lane roads not designed to handle residential traffic while still accommodating the large amount of agricultural traffic on our local roads. The roads in front of this proposed subdivision and all around are frequently trafficked by large trucks, trailers, tractors, combines and other agricultural equipment.

The local land is also not able to handle such a large influx of housing. The fields and driveways in the area flood easily in wet years or during major weather events and that presents a real threat to us who rely on ground water for agricultural purposes. We also anticipate complaints of the odors, noises, and other rural and agricultural processes by neighbors who are not farmers or country people. Cows, chickens (roosters!), donkeys, livestock guard dogs, and hogs can add quite a bit of offensive noise and odors to people who are suburban dwellers, expecting suburban conditions.

Lastly, the community has asked to remain green and open. We like that our area is open and pretty, that there is wildlife galore able to live and occupy our spaces. Cramming houses into this area will greatly reduce our conservation intentions and drive off our wildlife.

This proposed re-zoning is a perfect example of what the 2030 Growth Vision Plan says it wants to stop and avoid-- " promoting leapfrog developments in the midst of productive farmland. It violates many of the goals of that plan, including #2 Well Managed Growth, #3 Infrastructure that Keeps Pace, and #7 Preserved Open Space & Rural Character.

No Proper Notice and No Way for the Community to Object

The planning board is meeting to review this request. Members of the public cannot be present. Even if they could, proper notice has not been given. I live just a few yards from this property and have not received any notice by mail or other that the case is pending and going to be heard, nor how to have input. That is as of Jan 19th. The only reason I can have input is because my neighbors have told me about it and the sign at the front of the lot.

Also, after such strong push back from the community last time, this seems designed to limit the ability of the community to object. Many people in this community do not have access to internet, do not routinely use it and, thus, don't know how to submit feedback, and are frustrated that they cannot voice their opinions. The rumor in the community is that the board is trying to get this thru because of the developer involved, who is friendly with the board. That is very, very ugly and one more reason citizens distrust and despise their government.

In conclusion, I request that this re-zoning be held off until the community can actually be heard on the matter fully. You were surprised at the community involvement last time it was requested to be re-zoned, and you should know that we still feel very much the same. As an individual and as a community, we do not want this property re-zoned as proposed. We also want our voice to be heard, not some plan pushed thru as a result of COVID.

Thank you,

Dana and Julissa Jumper
910-476-9764
2588 Wade Stedman Rd

Betty Lynd

From: Keeshonya Newkirk <keeshonyanewkirk720@gmail.com>
Sent: Monday, January 18, 2021 10:45 PM
To: Betty Lynd
Subject: P21-01 Rezoning

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. I am deeply concerned about the burden on schools, roads, utilities and mail services in my area. I also believe it will be harmful to existing wildlife.

Our schools are already overwhelmed adding more families/people will be more detrimental to the community. Our sanitation services are already at capacity and it is nearly impossible form them to service any more development in the Bethany area. Our mail carriers are already overworked and work beyond normal hours.

Thank you for your understanding,

Keeshonya Newkirk-Moody

Betty Lynd

From: Seth Wagoner <oneuglybuck@yahoo.com>
Sent: Monday, January 18, 2021 8:21 AM
To: Betty Lynd
Subject: I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision). Flooding will be an issue and it does not keep the rural interest of this area in mind.

Sent from Yahoo Mail on Android

Betty Lynd

From: Bobby Bridges <roscoe65@yahoo.com>
Sent: Sunday, January 17, 2021 8:46 PM
To: Betty Lynd
Subject: P21-01 rezoning request

I VEHEMENTLY OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision WILL NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, as well as bee keepers. I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Because we don't have an approved land use plan, developers act like this is the wild west where they can do as they please despite the desires and wishes of the people that live here. Everyone lives here because we wanted a quiet, peaceful and tranquil farming community without the overcrowding, crime, noise and pollution, among many more negative aspects of living in the City.

This is a farming community. Leave it that way.

Bobby R. Bridges
2886 Wade Stedman Rd
Stedman, NC 28391

Betty Lynd

From: Retired Army <kjs11b5sw8h@gmail.com>
Sent: Sunday, January 17, 2021 5:08 PM
To: Betty Lynd
Subject: P21-01

Ms Lynd,

I struggle to understand why any property in the county would be granted a zero lot line. Cumberland County east of I95 is rural. There is no reason to have a zero lot line for any reason. I agree with those objecting because the subdivision will NOT be compatible with the rural nature of the Bethany area. There is nearby beef and other farming, There is already flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife. This is already evident from the Droughan Rd project.

V/R
Kim Schrock
Steeple Run Dr.

Betty Lynd

From: Andrea Pearson <ampearson05@gmail.com>
Sent: Friday, January 15, 2021 1:10 PM
To: Betty Lynd
Subject: Rezoning request P21-01

Zero lot line development in this area is NOT in keeping with the established neighborhoods. 2 acre lots is our zoning which is dense enough so that water and septic systems can function appropriately. Please stop allowing such dense developments. They are destroying our natural resources and are negativity affecting everyone that has been living here for years...some of us for generations.

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).
I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.
NO ZERO LOT LINE DEVELOPMENTS!

Betty Lynd

From: Charlie Royal <caroyal01@gmail.com>
Sent: Friday, January 15, 2021 10:16 AM
To: Betty Lynd
Subject: Disapproval of Case 21-01 for rezoning

I Charles Royal am sending this petition in objection to the approval of case # 21-01 from A1 to R40 with zero lot lines basically for the same reasons we rejected it a year ago. The state, county
, postal service, eastover water system, school board, or anyone else has done nothing to improve conditions to think this is acceptable. I don't think I need to list all the conditions we put forth last year except that this property is not conducive for this type of expansion.Please help us in protecting the area that is already over built for the conditions we have.

Betty Lynd

From: D. Osgood <djx1068@gmail.com>
Sent: Friday, January 15, 2021 8:40 AM
To: Betty Lynd
Subject: Zoning Case P21-01, Wade Stedman Rd

I am herby voicing my objection to any approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision). This community has engaged the Zoning Board once already in the last year over this same parcel of property for the EXACT same reason. The Zoning Board agreed with us and denied the case. What has changed besides the builder? Nothing.

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Allowing this type of zoning will very likely kill the small family farm that is adjacent to the parcel in question...is that what you want? How many more of these neighborhoods do you plan to allow on Wade Stedman Rd? You must be aware that it will DESTROY this area.

A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Not Happy,
Denne Osgood
910-322-1068
Wade Stedman Rd

Betty Lynd

From: Potomic River <potomic_river@yahoo.com>
Sent: Thursday, January 14, 2021 8:58 PM
To: Betty Lynd
Subject: P21-01 Zoning

To whom it may concern,

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area. I am a beekeeper and this area is close to my honey bees. My honeybees pollinate these farmlands that have been around for decades. These farmlands produce crops for us to eat and the crops help increase the number of honeybees (their population is threatened).

A1 is fine to build; this is not! PROTECT OUR RURAL AREA! Thank you for your time.

Zachary Pittman

P21-01

Betty Lynd

From: Thomas Pope <standback27@gmail.com>
Sent: Thursday, January 14, 2021 2:44 PM
To: Betty Lynd
Subject: Rural sprawl issue

Ms. Lund,

I'm writing in opposition to the unchecked rural sprawl taking place east of the river. My parents and I have lives "east of the river" for 35 and 27 years, respectively, and the new subdivisions being approved DO NOT match the rural lifestyle. Cramming homes in side by side is contrary to the look of the Stedman/Bethany/Wade communities and needs to stop. At least put a reasonable amount of room between homes so that they more naturally blend in with the communities in which they are being placed!

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Thomas Pope

Betty Lynd

From: Renee Beebe <beebe123@embarqmail.com>
Sent: Thursday, January 14, 2021 1:43 PM
To: Betty Lynd
Subject: Objection to P21-01 Rezoning

My name is T. Renee Beebe and I live on Collier Road in the Bethany community. I strongly OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I moved to this area in 2001 because I embraced the rural atmosphere and landscape. All these subdivisions are ruining that for residents like myself and are leading to flooding and congested traffic. This area also has a vast array of wildlife which is being misplaced as more of the landscape is being demolished.

Please consider the desires of those living in the area before approving this rezoning request. Respectively yours,

T. Renee Beebe

Betty Lynd

From: Robin Radler <njbeechbunny@msn.com>
Sent: Thursday, January 14, 2021 1:03 PM
To: Betty Lynd
Subject: Case P21-01 rezoning request

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming. I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I feel it will be a burden on the fire dept as well as the police and EMS. I also believe it will be harmful to existing wildlife.

Thank you for your time.
Robin Radler

Sent from my Verizon, Samsung Galaxy smartphone

Betty Lynd

From: Lana Lazar <adlazar03@gmail.com>
Sent: Thursday, January 14, 2021 1:03 PM
To: Betty Lynd
Subject: P21-01 Rezoning Objection

To Whom It May Concern:

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object as we recently moved into the subdivision of Bethany Farms that would be right next to this contentious location. We suffer from flooding during normal rainfall, that would only be exacerbated by further development of the property on Wade-Stedman road. As the Big Creek runoff runs through that property as well. We specifically chose to build our home next door as it was surrounded by this agricultural property and woods. However with this proposal, it would result in small, cookie cutter homes being butted up to our properties, thus affecting our home values negatively. I, along with the eight other families living in this neighborhood object to the proposal for rezoning.

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Thank You,
Arlana and William Amaro

--
Arlana Amaro

Betty Lynd

From: PAMELA TAYLOR <ctmom53@gmail.com>
Sent: Thursday, January 14, 2021 12:59 PM
To: Betty Lynd
Subject: P21-01(Zero Lot Line Sundivision)

Betty Lynd

I live in the Bethany area of Stedman,NC. It is beautiful countryside, farming and wildlife. I have some concerns for our area.

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. My concerns are with farming and beef, flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife. All of these concerns make Bethany... Bethany !

Concerned 50 year resident,
Pamela Taylor
6782 Oak Grove Church Rd
Stedman, NC. 28391

P21-01

Betty Lynd

From: Thomas Collins <thomascollins45@gmail.com>
Sent: Wednesday, January 13, 2021 1:27 PM
To: Betty Lynd
Subject: Zoning case P21-01 Fisher property

Mrs. lynd,
I am mailing you today to object to the rezoning of the property on Wade Stedman rd. I'm sure you know all the concerns that my neighbors and I brought to the floor a little over a year ago. A few that come to mind are the safety of our drinking water, added flooding issues, endangering wildlife, and overcrowding of roads and schools. Bethany is a great place to live, to get away from the overcrowded areas of Cumberland County. What we are all asking is to please slow down the growth in this area and protect its natural beauty.

Thanks for your time,

Thomas and Tara Collins.

P21-01

Betty Lynd

From: Nancy Champoli <nchampoli@yahoo.com>
Sent: Monday, January 11, 2021 7:35 AM
To: Betty Lynd
Subject: Zoning project on Wade Stedman Rd

My name is Nancy Champoli. My husband, Aaron Champoli, and our 2 children moved to our house just down the road from the proposed zoning site 10 years ago. We chose this area because it was country, quiet and full of wildlife. Over the years we have had developers encroach on our peace with new housing developments. The roads have become more congested, the schools more crowded, and the noise level has gone up tremendously. We absolutely object to any more housing developments out here. We are quickly losing the "country" feel and are sick and tired of housing developments being forced upon us. The amount of crime in our neighborhood has also gone up as well with the addition of each new development. We want to protect what is left of our neighborhood by not having this new zoning request approved. We just can't take it anymore.

Thank you,
Nancy Champoli

Sent from Yahoo Mail on Android

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Thomas D Roth

THOMAS ROTH

Name

1/21/2021

Date

2753 Wade Stedman Rd.

Address

Stedman NC 28391

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

A. Ilona Barber

Name

Jan 12. 2020

Date

2834 Wade Stedman Rd

Address

Stedman, NC 28391

James Baker

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

James H Baker

Name

1-12-2021

Date

[redacted] 2834 Wade Stedman

Address

Stedman, NC 28391

Louis Yaple

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

LOUIS YAPLE

Louis Yaple

Name

01-12-2021

Date

Address

1817 ARCO CIR
STEDMAN NC
28391

Kathy Garrity

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Kathy Garrity

Name

1/15/21

Date

6626 Morning Glory Dr

Address

Stedman NC 28391

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

William David Williams III

Name

1-20-2021

Date

Address

7045 Maxwell Rd
Stedman NC 28391

Daniel Garrity

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Daniel Garrity

Name

1/20/21

Date

6626 morning glory

Address

dr. Stedman NC 28391

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Sonya Mozingo

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Sonya A. Mozingo

Name

Jan. 20, 2021

Date

6878 Oak Grove Ch. Rd.

Address

Stedman, NC 28391

Helen Autry

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Helen Autry

Name

Jan 20 2021

Date

Address

2707 Wade Stedman Rd.
Stedman, NC. 28391

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

No Zero Lot Line. Stay A1 Zone.

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about water flow, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

Thank you.

Sharon R. Collier

Name

Sharon R. Collier

Date

1-20-2021

Address

2729 Wade-Stedman Rd.
Stedman, NC 28391

Betty Lynd

From: Jamie Thomas <jamesonx84@gmail.com>
Sent: Thursday, January 14, 2021 12:30 PM
To: Betty Lynd
Subject: P21-01

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Jamie Thomas

Betty Lynd

From: jstewart2812@aol.com
Sent: Thursday, January 14, 2021 12:44 PM
To: Betty Lynd
Subject: I Object P21-01 rezoning request

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).
I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Betty Lynd

From: Deborah Pomeroy <pomeroyd@faytechcc.edu>
Sent: Thursday, January 14, 2021 1:11 PM
To: Betty Lynd
Subject: I Object

Betty Lynd,

I am a property owner in Bethany Crossroads and I object to the approval of the P21-01 rezoning request from A1 to R40 (zero lot line subdivision)
I object because the subdivision will NOT be compatible with the rural nature of Bethany area. I am also concerned about flooding form Big Creek and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Thank you!

Deborah Pomeroy
Senior Library Assistant
Paul H Thompson Library LRC 110
Phone: 910-678-8305
Fax: 910-678-8401
Fayetteville Technical Community College
2201 Hull Road – PO Box 35236 | Fayetteville NC 28303

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Betty Lynd

From: Dawn Williamson <goldelox77@gmail.com>
Sent: Thursday, January 14, 2021 1:57 PM
To: Betty Lynd
Subject: Zoning P21-01

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).
I object because the subdivision will NOT be in line with the rural nature of the Bethany area. There are beef and other farming lands nearby. I am also concerned about flooding from Big Creek and the burden on schools, roads and postal services in the area. I also believe it will be harmful to existing wildlife.
Respectfully,
Dawn Williamson

Betty Lynd

From: Bryce Johnson <johnsonbryce117@yahoo.com>
Sent: Monday, January 18, 2021 8:18 AM
To: Betty Lynd
Subject: P21-01

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to the existing wildlife

Bryce Johnson

Betty Lynd

From: jake upton <jakeupton69@hotmail.com>
Sent: Monday, January 18, 2021 8:39 AM
To: Betty Lynd

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Betty Lynd

From: nathan Bolt-Ray <nathan.boltray@gmail.com>
Sent: Monday, January 18, 2021 8:53 AM
To: Betty Lynd
Subject: P21-01

I object to the approval of the p21-01 rezoning request from A1-R40, (zero lot subdivision.)
I object because the subdivision will not be compatible with the rural nature of the Bethany area. There are nearby beef and other farming. I am concerned about flooding from big creek, and in my area. I also belive it will be harmful to the existing wildlife.

Betty Lynd

From: jplayer2127@gmail.com
Sent: Monday, January 18, 2021 8:54 AM
To: Betty Lynd
Subject: Subdivision

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Betty Lynd

From: Mitchell Booher <mdbooher@ymail.com>
Sent: Monday, January 18, 2021 9:00 AM
To: Betty Lynd
Subject: OBJECTION to the approval of the P21-01 rezoning request

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Sent from Yahoo Mail for iPhone< br>

Betty Lynd

From: Hunter Gaede <hqgaede@gmail.com>
Sent: Monday, January 18, 2021 10:39 AM
To: Betty Lynd
Subject: P21-01

Betty Lynd

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Thank you,
Hunter

Betty Lynd

From: Peggy Raymes <pbraymes@gmail.com>
Sent: Monday, January 18, 2021 12:31 PM
To: Betty Lynd

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.
Sincerely,
Peggy Raymes
--
Peggy Raymes

Betty Lynd

From: Linda Davis <wadeover_2000@yahoo.com>
Sent: Monday, January 18, 2021 1:09 PM
To: Betty Lynd
Subject: Rezoning Request

Ms. Lynd,

I OBJECT to the approval of the P21-01 rezoning request from A1 to R40 (Zero Lot Line Subdivision).
I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Please consider denying approval of this rezoning request!

Thank you for your time!
Linda Davis

Sent from Yahoo Mail on Android

Betty Lynd

From: dothub <dothub@aol.com>
Sent: Monday, January 18, 2021 10:12 PM
To: Betty Lynd
Subject: Bethany rezoning

This message represents my strong objection to the approval of P21-01 rezoning request from A1 to R40 (Zero lot line subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area. There are nearby beef and other farming, I am concerned about flooding from Big Creek, and the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife.

Dorothy Faircloth
3553 Hayfield Road
Wade NC. 28395

Sent from the all new Aol app for iOS

Betty Lynd

From: skegmanal@aol.com
Sent: Thursday, January 14, 2021 3:50 PM
To: Betty Lynd
Subject: Objection to Zoning Case P21-01 Fisher Property P21-01

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you. Alvin Dymowski

P21-01

Betty Lynd

From: Corinne <twinglemom954@aol.com>
Sent: Monday, January 18, 2021 9:42 AM
To: Betty Lynd
Subject: Z 678-7603

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.
A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you.
Corinne S. Dymowski
2854 Wade Stedman Rd

Carson Hales

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you.

Elbert Carson Hales

Name

1-15-2021

Date

2851 Wade-Stedman Rd.

Address Stedman, N.C. - 28391

Debora Hales

To: Cumberland County Joint Planning Board

130 Gillespie Street

Fayetteville, NC 28301

ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.

A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you.

Debora B. Hales

Name

1-15-2021

Date

2851 Wade-Stedman Rd.

Address

Stedman, N.C. 28391

Betty Lynd

From:	Ken Edwards <jkedwards_00@yahoo.com>
Sent:	Thursday, January 21, 2021 5:29 AM
To:	Betty Lynd
Subject:	Objection to Zoning Case P21-01 Fisher Property P21-01

To: Cumberland County Joint Planning Board

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.
A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you

Ken Edwards
1/21/2021

Sent from my iPhone

Betty Lynd

From: WILLIAM J III <mcmillanfamily@centurylink.net>
Sent: Thursday, January 21, 2021 9:41 AM
To: Betty Lynd
Subject: Objection to P21-01

Importance: High

To: Cumberland County Joint Planning Board
130 Gillespie Street
Fayetteville, NC 28301
ATTN: Betty Lynd (blynd@co.cumberland.nc.us)

Subject: **Objection to Zoning Case P21-01 Fisher Property P21-01**

TO WHOM IT MAY CONCERN:

I am herby voicing my objection to the approval of the subject rezoning request from A1 to R40 (Zero Lot Line Subdivision).

I object because the subdivision will NOT be compatible with the rural nature of the Bethany area of which I am a part and also have concerns about FLOODING, water flow across the roadway, the presence of nearby beef and other farming which new residents may find objectionable, land conservation and green spaces, the lack of a Land Use Plan in my area, the burden on schools, roads and postal services in my area. I also believe it will be harmful to existing wildlife (some protected species) in the area.
A1 is fine to build; this is not! PROTECT OUR RURAL AREA!

Thank you.

William J. McMillan III
6078 Deerstand Road
Wade, NC 28395

Betty Lynd

From: Robin <robin999us@yahoo.com>
Sent: Wednesday, January 20, 2021 6:23 PM
To: ddwheatley@yahoo.com; thomasjlloyd@icloud.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; Betty Lynd
Subject: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Wednesday R Bridges Objection
Attachments: Objections to Zoning Case P21 01 (long).docx; Robins Obj Attachments.pdf

Ladies and Gentlemen,

Here are my personal objections for the subject case and supporting documents.

Best,

Robin

Objections to Zoning Case P21-01 Fisher Property P21-01

New Zero lot Line Subdivision

- **Protect our Rural Area (A1) Character and Lifestyle**

  More subdivisions, If not done as A1 or A1A (**especially Zero Lot line ones**) are not compatible with the area. Subdivisions like the New Hope (Peachtree) one need to be encouraged if needed, not R40. Further, this new subdivision would make three new housing developments within less than one mile. We do not want denser subdivisions, subdivisions with homes on major road frontage, or subdivisions that do not have **Conservation objectives** in mind. Rehab exisiting homes in need of it to provide housing for area residents; do not build recklessly. We point to **the new Zoning Text Amendment being worked in planning committee** which will help address this. (See also the residential goals in SE Cumb Plan, pages 93-94, with the exception of the 2nd to last bullet which is study area specific.) KEEP OUR RURAL CHARACTER!

  Again, when you look at the Bethany area as a whole and not just this small parcel area, the R40 is on the Eastover side of Wade Stedman; the other side is primarily A1.

- **Guard against Flooding/Runoff; Protect water for Well Users.** We need to be hypervigilant about water flow in this area (esp noting Big Creek and topography) and protect the water source for the many, many farms and homes on well water. New septic systems in a R40 subdivision in this specific area would potentially degrade water purity, especially during heavy rains.

  Residents in the Eastover Bethany Farms subdivision are already experiencing flooding of back yards and flooding of neighboring properties already occurs (Collier/Stapleton). (Note ESD water service may be available but water pressure is already low and pipe size not satisfactory for fire truck use without a pumper truck.) Sewer is not available.

- **Encourage Land Use Plan Development and Conservation Zoning Regulations.** Bethany's Land Use Plan was publicized in the FO on 1/6/20 (see attached). A kick-off meeting was held 1/28/20. Although there has been work on supporting documentation and our mission statement, essentially very little work with residents has been done, in no small part owing to the COVID pandemic. However, here we are one year later discussing these same items! **Conservation zoning and text amendments (Consult Comprehensive Planning, Mr. Smith) are in process** to facilitate conservation of resources if new subdivisions are contemplated. This case does not reflect the tenets of a Bethany land use plan (which was strongly requested over a year ago and residents were told was a top priority) which has been slow going or new zoning amendment which will address many of the issues here. **The new text amendment should be finalized in 2021!** It will eliminate zero lot lines and housing near the roadway, address tree clearing, and add greenspaces and trails in keeping with the rural atmosphere. Do NOT approve requests which may leave an indelible mark of senseless growth on our rural community!

- **Keep our Wildlife habitats safe.**

  Deer, birds, coyotes, wolves, even bears live here. Have any environmental studies been completed to assess the impact of this subdivision on the wetlands and the wildlife that live here? We have many beekeepers needed for pollination of crops and Red-cockaded Woodpecker Habitats. Again, these habitats need to be thoughtfully and purposefully dealt with.

- **Combat overcrowding of schools, roads and help ensure better services to residents (Post Office)**

  Wade Stedman Road is a small road (18 feet across) with no appreciable shoulders. There is only one four way stop intersection between Rt 24 and Rt 13 at Maxwell road. Ingress and egress from homes and farms on to the roadway is a concern as well as school buses and children on a small rural road. We have everything from farm equipment, to military vehicles and cycling clubs on Wade Stedman Road. We need to address comprehensively any addition of street lighting, adding sidewalks, parks, trails, or recreation areas for children and adults in Bethany. We only have <u>one</u> small local ballfield.

  Unchecked growth will dilute our children's education. Our schools are already (even in the COVID world) serving too many students.

  Our Post Office (Stedman) was (pre-COVID) and is (during COVID) experiencing serious delays and misdeliveries. They are overworked and doing their best, but there is currently no significant improvement in sight, given current workload. I am including an anonymous text message from a postal carrier who states simply that another subdivision "will finish me off."

- **Keep our Farms!!!** There are several beef, goat and swine farmers, as well as beekeepers within close proximity/adjacent to the property in question, not to mention crop farms. The Fisher property has been farmed for decades. Why are we not keeping it A1? (note some R40 exists on the "Eastover" side of Wade Stedman. Both those R40 parcels were zoned in 1994, 26 years ago!) I am including the top web page from one of our more prominent beef farms, almost adjacent to the Fisher property.

- **Don't Rush and destroy Bethany's Rural Character.** We need to keep the rural character of the landscape, buffer and incorporate trails and open spaces. We need do not want to change the character of what Bethany is and become a spillover for urban growth.

The Fayetteville Observer

NEWS

Cumberland Matters: Bethany land use plan in development

Jon Soles Correspondent
Published 9:00 a.m. ET Jan. 26, 2020

Cumberland County is unique among North Carolina's 100 counties because of its mixture of rural and urban areas, as well as Fort Bragg, the largest military reservation in the nation. Those areas outside Fayetteville, Hope Mills and Spring Lake that remain rural in character still need comprehensive planning to help manage growth.

The county's Planning and Inspections Department is gearing up for a land use plan in the Bethany area of northern Cumberland County. A kickoff meeting will be held Tuesday at 6:30 p.m. at East Regional Library, 4809 Clinton Road.

The purpose of the informational meeting is to give an overview of the planning process and to form a Citizens' Committee. Planning and Inspections is seeking ideas, concerns and future visions from community residents. All interested parties are invited to attend the public meeting.

The land use plan will not change the current zoning or use of property. The Bethany Area is defined as an area north to south from U.S. Highway 13 South to Oak Grove Church Road and east to west from the South River to Wade-Stedman Road.

"The Bethany Area is the last remaining area of the county without a detailed land use plan. Recently, there has been a lot of growth interest in this area," said Planning and Inspections Director Rawls Howard. "Our staff is very excited and look forward to working with the area residents in helping guide their future growth."

Residents are encouraged to complete a brief online survey at surveymonkey.com/r/9LZ9TKF.

For more information, call Planning and Inspections at 910-678-7629 or 910-678-7611. The office is in the Historic Courthouse, 130 Gillespie St., Fayetteville.

See the Bethany Area Land Use Plan map by clicking Comprehensive Planning tab at co.cumberland.nc.us/departments/planning-group.

A similar citizens' committee was formed, and public meetings were held for the Stedman Area Land Use Plan, which was drafted in November. Land use plans have also been made for Vander and Eastover, as well as southwest, southeastern and south central areas of Cumberland County.

Building Business Rally

The fourth annual Building Business Rally is from 2 to 6 p.m. Thursday at the Ramada Plaza, 1707 Owen Drive. Business owners and entrepreneurs are invited to register for the event. The rally will feature procurement needs of more than a dozen governmental and other large organizations, including Cumberland County government, the city of Fayetteville and Cumberland County Schools. Register at faybids.com.

One-Stop early voting

One-Stop early voting for the March 3 primary election begins Feb. 13 and ends Feb. 29 at seven locations in Cumberland County: the Board of Elections office, Cliffdale Recreation Center, North Regional Branch Library, Hope Mills Recreation Center, East Regional Branch Library, J.D. Pone Recreation Center and Smith Recreation Center. Find out more at co.cumberland.nc.us/departments/election-group/elections or call 910-678-7733. The Board of Elections office is located in the E. Newton Smith Center, 227 Fountainhead Lane.

Cumberland Update

• **Wednesday:** Prepared Childbirth Education. Class for soon-to-be parents covers issues including breathing techniques, pain management, car seat safety and more. Call 910-433-3890. Health Department is located at 1235 Ramsey St.

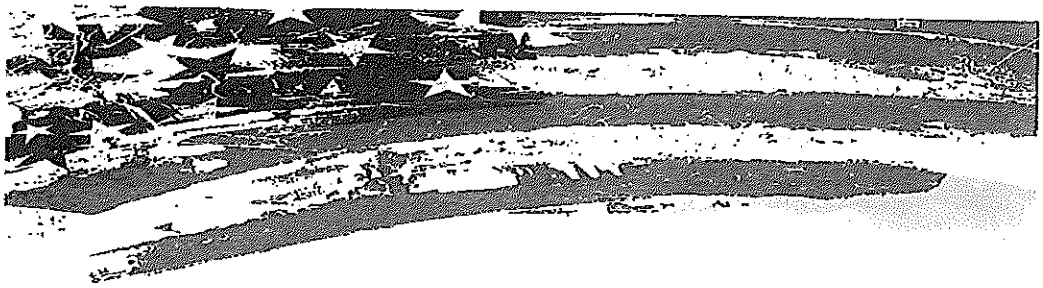
Jon Soles is the public information specialist for Cumberland County Government. You can reach him at 910-321-6579 or jsoles@co.cumberland.nc.us.

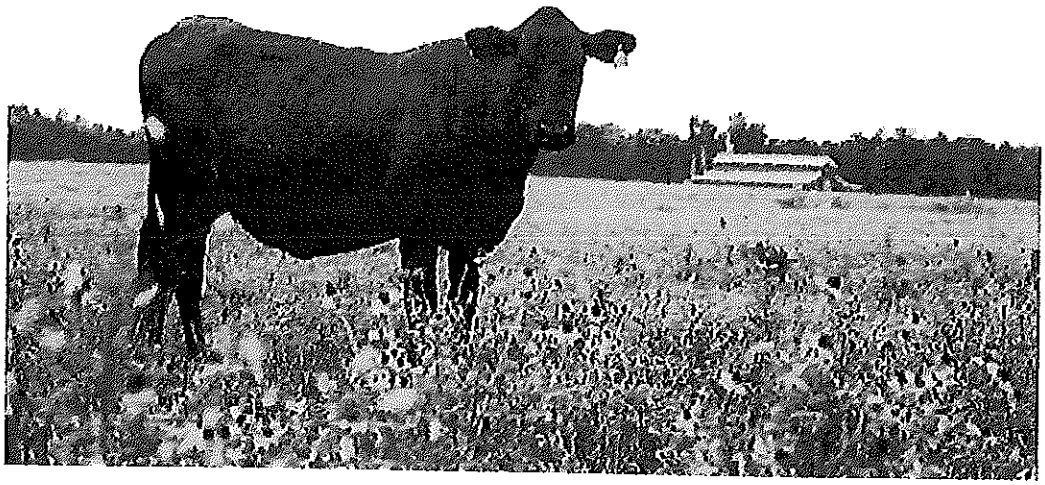
NOW CARRYING PASTURE RAISED PORK BUNDLES!

(910) 874-5930

Stewart Farms Beef

2808
Wade Stedman





WELCOME

Welcome to Stewart Farms Beef

SHOP NOW

Welcome

We currently have openings for the purchase of our delicious beef quarters to be processed. Currently we have available spots for slaughter on December 16, 2020. We will also begin booking new spots after the first of the year. Please note it usually takes 4-5 weeks after slaughter before we deliver the beef to you. We are also picking up a few extra dates as we can based on the butcher's schedule when other farmers cancel, so if you dont see a date here that works for you just shoot us an email or text to (910) 874-5930.

(((Hogs are currently on back-order until February 2021 due to excessive deer processing during this hunting season)))

Mail carrier

From: Robin (robin999us@yahoo.com)
To: robin999us@yahoo.com
Date: Monday, January 11, 2021, 07:20 AM EST

7:19 100%

[redacted] Active 2 minutes...

has no town.

I'm not sure if I can get involved. Let me ask my boss first. But you're right, y'all don't need another subdivision. They have space for at least 22 homes on Toby Place and at least 48 homes at Pooh & Tigger. They are also developing a subdivision on Maxwell Rd which will be on this route.

[redacted]

That subdivision on Maxwell can have 200 homes. Wesley Meredith.

[redacted] That will probably finish me off....

Maybe not as a mail carrier to send in objection. But as private citizen. One email. Oh and if anyone asks you about it. Send them to me. Just so you know our objection do say services will be impacted. That includes the PO. Not

Aa

Anonymous Postal Carrier Statement on Postal Overwork

Betty Lynd

From: Robin <robin999us@yahoo.com>
Sent: Tuesday, January 19, 2021 5:14 PM
To: ddwheatley@yahoo.com; thomasjlloyd@icloud.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; Betty Lynd
Subject: [SPAM] Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Tuesday Info #1 Bethany Farms Water Flooding
Attachments: Aerial with Beth acres shown.jpg; Water flow.jpg; topo 2021.jpg

Importance: Low

Another aspect of this zoning request that causes it to be extremely objectionable is the **water/flooding issue from Big Creek** and the topographic features present.

As information, Bethany Farms has elevations marked 130 to 138. The Fisher property has elevations marked 134 to 138 on the Eastover side and it does not reach 142 till well over the Wade Stedman Roadway. Over half the property. Consequently, the roadway routinely floods even in lighter rains.

Adding homes and concrete/cement, not to mention septic systems to an area that is already experiencing water problems (and I know some residents of Bethany Farms are emailing you to object as well (Lana Lazar-Amaro is one) will only create more problems. As you can see, the water flow is really channeling over the Fisher property. As farmland it is most capable/better equipped to absorb rainfall and any excess from Big Creek.

The Bethany floodzone map is over 7 MB and not suitable for emailing so here is a link which you can follow to see it. Current Planning Efforts. Just click on flood zone and wetlands. It shows how these low lying areas will flow when rain/storms result in excess water flow.

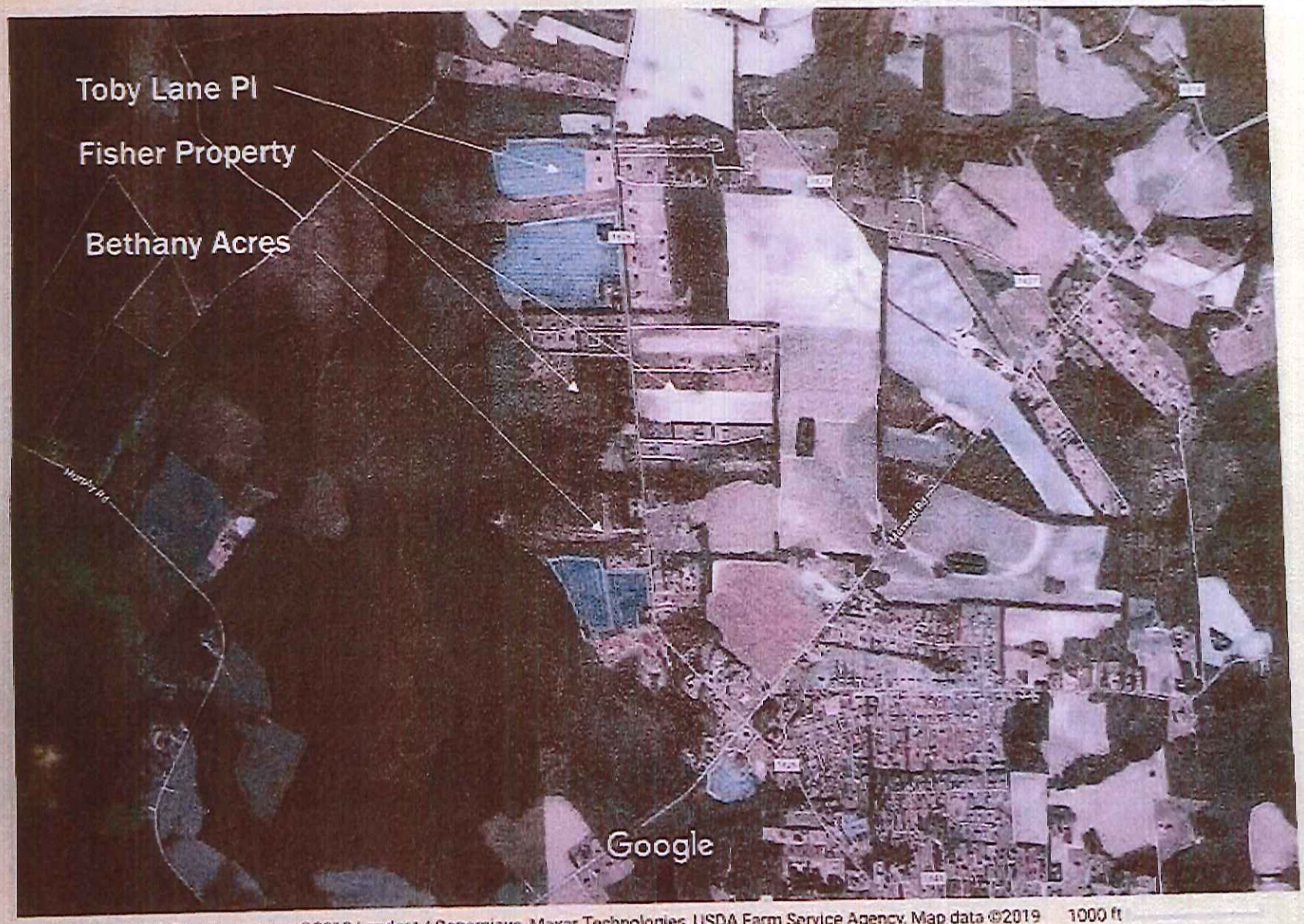
Current Planning Efforts

Cumberland County NC is celebrating its past and embracing its future progressing from its beginnings as a river...

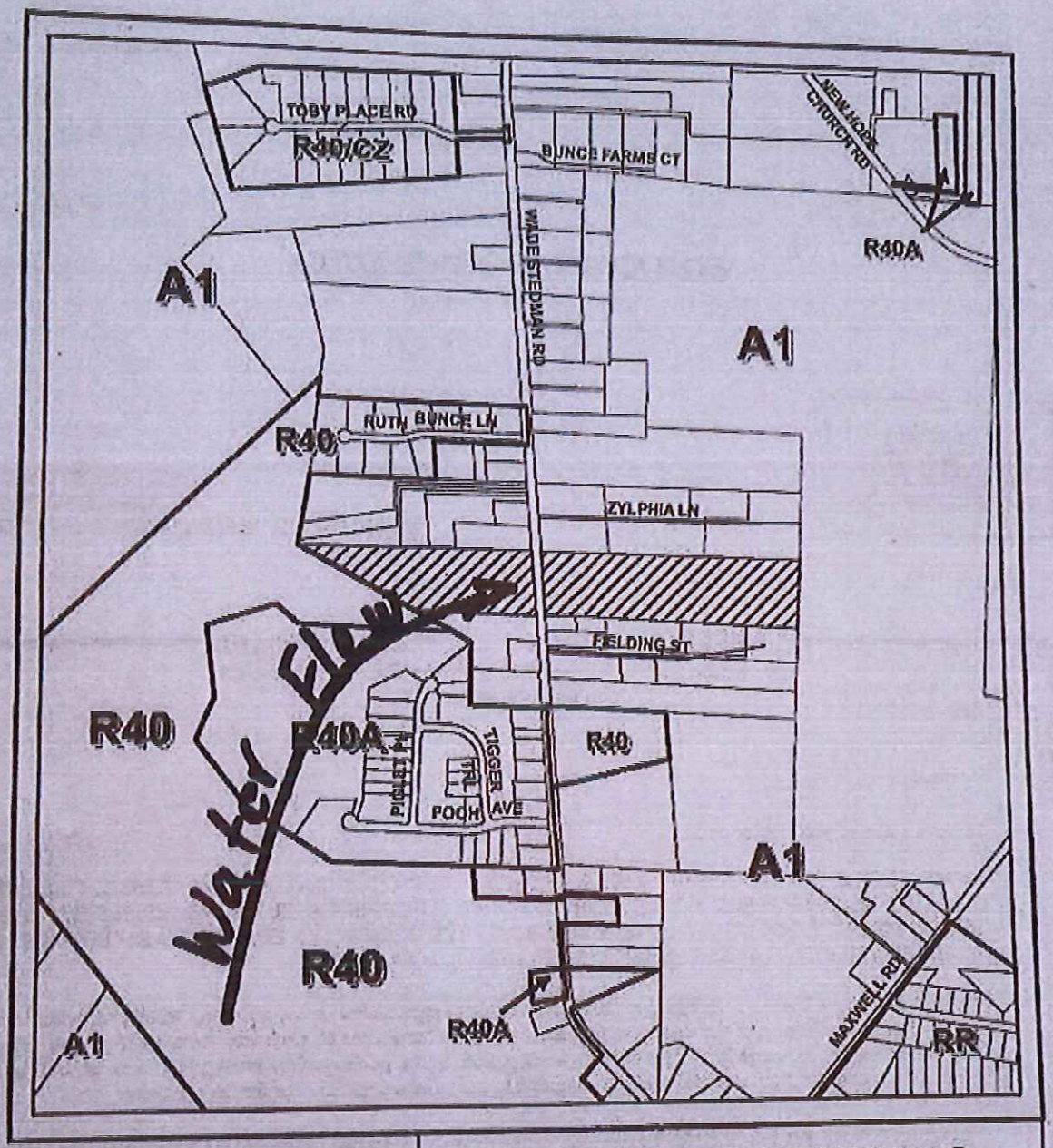
Secondly. adding many septic systems required by denser growth (since there is no sewer and will likely never be in this area) increases the potential for **harmful bacteria** to be released into the groundwater. Although ESD does come down Wade Stedman Road, many local residents (I am one) and farmers still exist on well water. **Contaminants** from these planned septic system are a real danger to resident, crops and animals.

As you can see, this subdivision as proposed in anything other than current A1 zoning, has great risk due to flooding and groundwater contamination. This is yet another reason I Object.

Robin Bridges



Imagery ©2019 Google, Imagery ©2019 Landsat / Copernicus, Maxar Technologies, USDA Farm Service Agency, Map data ©2019 1000 ft



REQUESTED REZONING
A1 TO R40/CZ

ACREAGE: 30.10 AC. +/-	HEARING NO: P21-01	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

MB

N

1,000 0 1,000
Feet

REID: 0488829301000

142
142
142

Betty Lynd

From: Rawls Howard
Sent: Wednesday, January 20, 2021 4:06 PM
To: Betty Lynd
Subject: FW: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Tuesday Info #2 Bethany Farms Water Flooding

FYI. More to come. Public record for the meeting tomorrow.

In Public Service,

Rawls Howard, AICP, CFM, CZO
Director of Planning and Inspections
Planning and Inspections Department

Cumberland County
O: 910-768-7168

co.cumberland.nc.us

CUMBERLAND COUNTY
NORTH CAROLINA

From: Jami <jamimclaughlin1@aol.com>
Sent: Wednesday, January 20, 2021 3:34 PM
To: LaVerne M. Howard <lhoward@co.cumberland.nc.us>; Rawls Howard <rhoward@co.cumberland.nc.us>
Subject: Fwd: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Tuesday Info #2 Bethany Farms Water Flooding

Sent from my iPhone

Begin forwarded message:

> **From:** Robin <robin999us@yahoo.com>
> **Date:** January 19, 2021 at 5:14:16 PM EST
> **To:** ddwheatley@yahoo.com, mscrumpler@earthlink.net, gab7326@aol.com, kasandra.herbert@hotmail.com, kingdom.cdc@att.net, jamimclaughlin1@aol.com, jordan@boose-law.com, mcw604@gmail.com, suemoody2010@gmail.com, thomasjlloyd@icloud.com
> **Subject: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Tuesday Info #2 Bethany Farms Water Flooding**
>
> Here is a picture of the Bethany Farms sign and flooding at the back of the property marked 134 on the previous topo map. Standing water is frequently found behind the homes in the last row, even when it has been dry. My picture was taken on a day that was not particularly rainy.
>
> The Fisher property, if developed, will channel water right across the back of the homes/farms on the Eastover side, continue across Wade Stedman Road and create multiple issues.

Sam Collier/family members will also send in pictures of standing water for illustration.

Thank you for your review.

Robin Bridges

POOH
5700
AVE
Bethany Farms
NEW HOMES
Starting in the
$250,000's
Sales & Information
910-868-1976
Marketed by Joy Dowdy 910-257-3151

Betty Lynd

From: Robin <robin999us@yahoo.com>
Sent: Monday, January 18, 2021 7:20 PM
To: ddwheatley@yahoo.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; thomasjlloyd@icloud.com; Betty Lynd
Subject: Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Monday Info #2 new Hope Homes
Attachments: New Hope under const.jpg; New Hope home 2.jpg; New Hope home 1.jpg

Attached are some pictures I took just the other day of homes in the Bethany subdivision of New Hope Homes (2 to 3.5 acres) which required no rezoning and are very compatible with a rural community. Please see for yourself what this looks like and contrast it to the Pooh/Tigger homes in Eastover zoning area as pictured in my Monday email #1.

Thank you!

Tomorrow I will address the Bethany Farms subdivision and the Water/flooding issues they are having as this new subdivision may exacerbate this issue current residents are having.

Betty Lynd

From:	Robin <robin999us@yahoo.com>
Sent:	Monday, January 18, 2021 7:10 PM
To:	Betty Lynd; ddwheatley@yahoo.com; mscrumpler@earthlink.net; gab7326@aol.com; Kasandra.herbert@hotmail.com; kingdom.cdc@att.net; jamimclaughlin1@aol.com; jordan@boose-law.com; mcw604@gmail.com; suemoody2010@gmail.com; thomasjlloyd@icloud.com
Subject:	Zoning Case P21-01 Fisher Property to be heard by Joint Planning Board on 1/21 - Monday Info #1
Attachments:	bethany-area-zoning-map (3).pdf; New hope sign.jpg; Subdivision Beth Farms entry.jpg

For those of you who may not know, the property also had Case 19-46 late in 2019 and it ended up with the builder withdrawing. There was a large show of Bethany residents at the Planning Meeting who OBJECTED to that case. I spoke on behalf of the group and am now head of a grass roots group called the Bethany Rural Action Group. We work on many issues and zoning is just one.

I am specifically against this case once again and will use a series of emails to present some of the aspects of our objection. Please bear with me and this information. I will also send pictures to support our objections so you may see them divided that way. Thanks in advance for your time.

Objection to the Statement that Bethany already has much R40 zoning.

This is simply not the case. When a map of the proposed area is presented, it is a very small cut out. Take a look at the County's own zoning map attached. Bethany is to a majority A1/A1A with only pockets of R40. Our newest subdivision is New Hope by Peachtree with homes with 2 to 3.5 acre lots. See Sign picture.

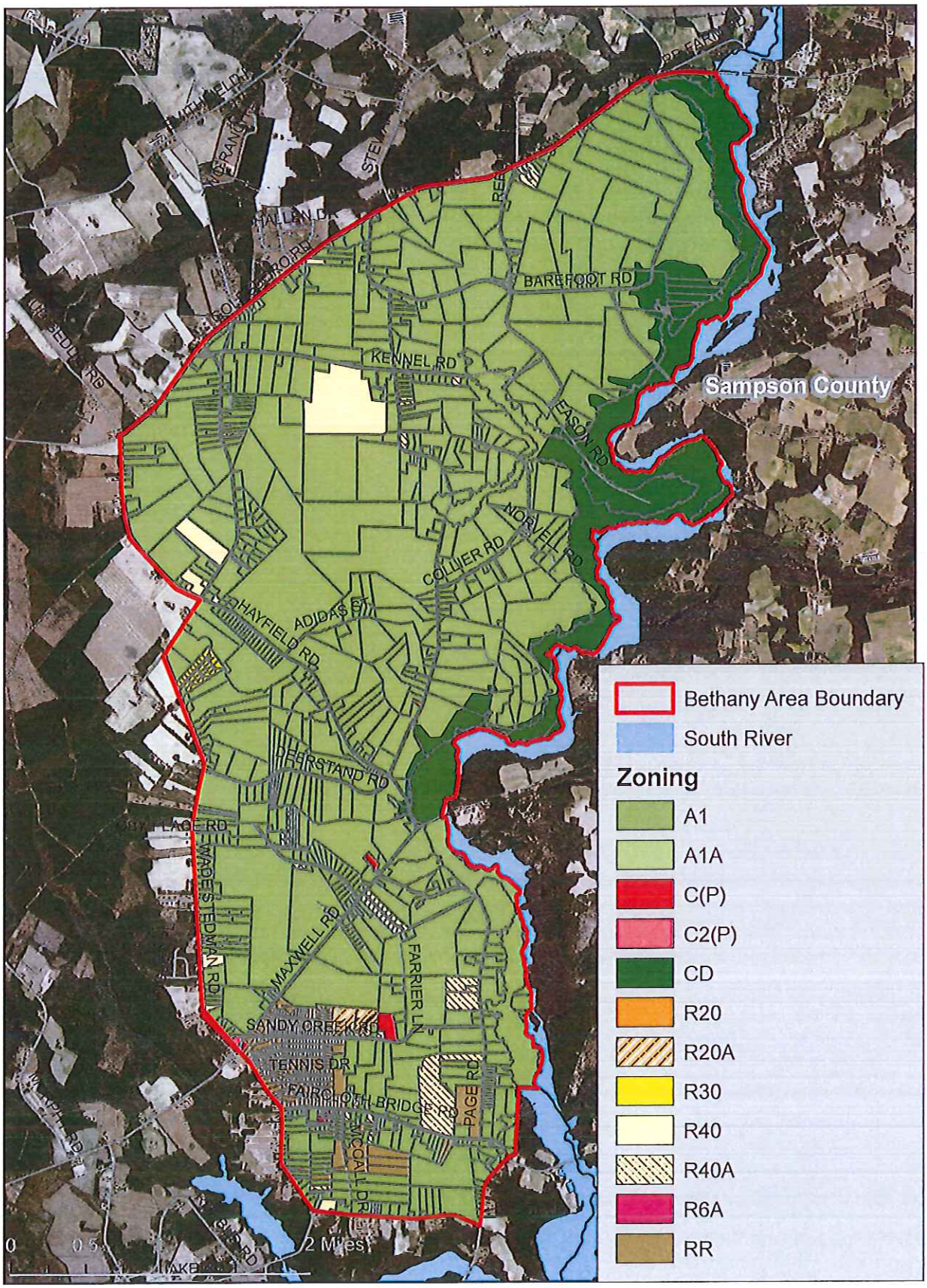
So look at the zoning request now. **Three out of four** R40 properties (the ones on the left hand side) shown are in Eastover. Not in Bethany. The Bethany R40 (much smaller plot) is a single residence. **Two of the three** Eastover properties were zoned in 1994, well before residents would have been of a mind to objection to denser subdivisions and urban sprawl. So those properties are not really relevant to the Bethany area. And in Bethany Farms, which is to be noted by Pooh and Tigger street names, I will show you what R40 **Zero Lot Line** looks like...definitely NOT rural.

So R40 is **NOT** consistent with the Bethany area zoning and especially **Zero Lot Line is NOT**!

Thank you for your attention.

Robin Bridges

Bethany Area Zoning



New Hope
RANCH
2 to 3.5 acre lots
PEACHTREE
PROPERTIES
910-391-1299
WELCOME CENTER
PEACHTREE
PROPERTIES
426-1299
FOR SALE
1006

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P20-47

BACKGROUND

Case P20-47: Rezoning of 22.28+/- acres from A1 Agricultural to RR Rural Residential or to a more restrictive zoning district, located at the northeast and southeast quadrants of the intersection of SR 2028 (Ava Road) & SR 2027 Beaver Dam Road), submitted by Carin A. Bunce (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the rezoning request from A1 Agricultural to RR Rural Residential at the January 21, 2021 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 P20-47, the Planning & Inspections staff recommends denial of the rezoning request from A1 Agricultural to RR Rural Residential and find the request not consistent with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans which designates this parcel as "Agricultural" and "Farmland" respectively. Both designations encourage the preservation of farmland and rural character while only supporting higher densities if compatible with the surrounding neighborhood uses. Denial of the request is reasonable and in the public interest as the surrounding area is predominantly zoned A1 Agricultural and the subject property lacks access to public water and sewer that could support a higher density.

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 P20-47, I move to deny the rezoning request from A1 Agricultural to RR Rural Residential and find

the request not consistent with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans which designates this parcel as "Agricultural" and "Farmland" respectively. Both designations encourage the preservation of farmland and rural character while only supporting higher densities if compatible with the surrounding neighborhood uses. Denial of the request is reasonable and in the public interest as the surrounding area is predominantly zoned A1 Agricultural and the subject property lacks access to public water and sewer that could support a higher density.

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 P20-47, I move to approve the rezoning request from A1 Agricultural to RR Rural Residential and find the request (consistent/not consistent) with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans designations of "Agricultural" and "Farmland" respectively. Approval of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-47:** Rezoning of 22.28+/- acres from A1 Agricultural to RR Rural Residential or to a more restrictive zoning district, located at the northeast and southeast quadrants of the intersection of SR 2028 (Ava Road) & SR 2027 Beaver Dam Road), submitted by Carin A. Bunce (owner).

ACTION: Recommended denial of the rezoning request from A1 Agricultural to RR Rural Residential at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

Mrs. Lynd presented the photos and case information.

In Case P20-47, the Planning & Inspections staff recommends denial of the rezoning request from A1 Agricultural to RR Rural Residential and find the request not consistent with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans which designates this parcel as "Agricultural" and "Farmland" respectively. Both designations encourage the preservation of farmland and rural character while only supporting higher densities if compatible with the surrounding neighborhood uses. Denial of the request is reasonable and in the public interest as the surrounding area is predominantly zoned A1 Agricultural and the subject property lacks access to public water and sewer that could support a higher density.

Mr. Lloyd asked if staff made any alternate zoning recommendations to the applicant.

Mrs. Lynd said not formally, the surrounding zoning is A1, R40 would be the threshold that staff would be comfortable with but felt it best for the Board to make that decision.

Mr. Lloyd asked if the Commissioner's sent it back to the Planning Board to consider that?

Mr. Howard stated that he thought they sent it back because the applicant was not present at the Planning Board meeting and when they showed up at the Commissioner's meeting, he acknowledged the fact that he was not at the Planning Board meeting and could not express his thoughts. So, the Commissioner's sent it back so he could speak directly to the Planning Board.

Mr. Manning asked if the applicant had any support with him at the Commissioner's meeting.

Mr. Howard stated that he did not see anyone speak on behalf of the case.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mrs. Lynd said that it was just the applicant at the Commissioner's meeting.

Mr. Lloyd asked if the lots across the street from the subject property were two acre lots.

Mrs. Lynd said they were not two acre lots.

Mrs. Lynd read the applicants comment into the record. See attached.

Mr. Burton asked if this was in the Gen X contamination area.

Mrs. Lynd said she could not confirm that.

Mr. Lloyd asked if there was a map of the area.

Mrs. Lynd said all the information that would be available on that would be held by the Department of Environmental Quality (DEQ).

Public comment period closed.

Mr. Lloyd said like roads, schools are reactionary, they will not divulge information to do planning and will not work in future planning. Part of the reason for that is if people find out where a school is going it could inflate the price of the land. Most of the schools throughout the County have met or exceeded capacity.

Mrs. Lynd said she is not an expert, but that happens often. Mrs. Lynd also said that she has invited the planning people from the school system to possibly come speak next month to the Board but has not received a response yet.

Mrs. Moody made a motion seconded by Mr. Williams to follow the staff's recommendation

Mr. Lloyd made a substitute motion to approve R40A north of Ava Street, there were no seconds, the motion failed.

In Case P20-47, Mrs. Moody made a motion, seconded by Mr. Williams to recommend denial of the rezoning request from A1 Agricultural to RR Rural Residential and find the request not consistent with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans which designates this parcel as "Agricultural" and "Farmland" respectively. Both designations encourage the preservation of farmland and rural character while only supporting higher densities if compatible with the surrounding neighborhood uses. Denial of the request is reasonable and in the public interest as the surrounding area is predominantly zoned A1 Agricultural and the subject property lacks access to public water and sewer that could support a higher density. The motion passed with Mr. Lloyd and Mrs. McLaughlin voting in opposition.

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 # P20-47
Planning Board Meeting: January 21, 2021 (def from 11-16-20 BOC Meeting) **Jurisdiction: County**

EXPLANATION OF THE REQUEST

This is a request to rezone one parcel located on the northeast and southeast quadrants of the intersection of Ava Road & Beaver Dam Road from A1 Agricultural to RR Rural Residential. This request would increase the allowed density from 1 unit/2 acre to 1 unit/20,000 square feet. This is a conventional rezoning and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Carin A. Bunce (owner)

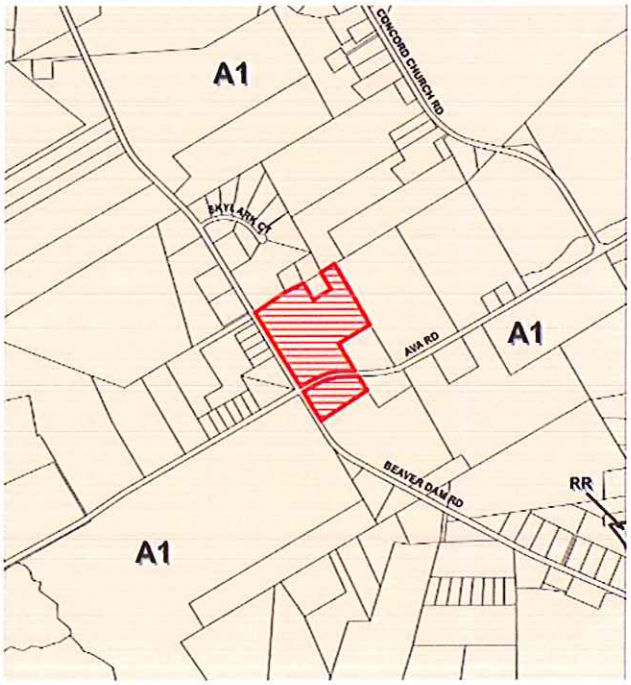
PROPERTY INFORMATION

ADDRESS/LOCATION: Northeast & southeast quadrant of intersection of Ava Rd & Beaver Dam Rd; more specifically REID 1404252990000

SIZE: This request includes one parcel totaling approximately 22.28 acres. The property has 1211'+/- of street frontage along Ava Rd and 1259'+/- of frontage along Beaver Dam Rd. The property is 965'+/- in depth.

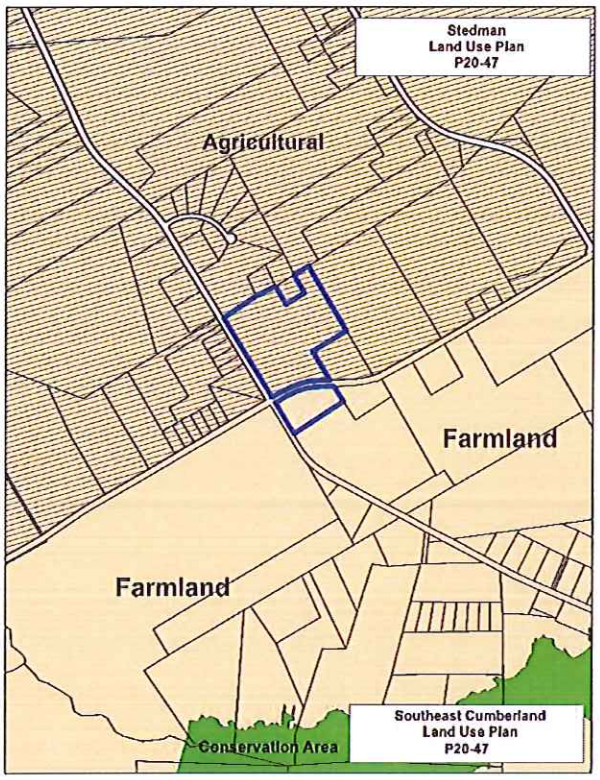
EXISTING LAND USE: The property is currently woodlands.

OTHER SITE CHARACTERISTICS: The property is not located within the watershed or the Special Flood Hazard Area. There are some hydric soils located on the southern portion of the property.



DEVELOPMENT REVIEW: Parcel created by deed on 10-11-12 but is greater than 10 acres. A subdivision or group development review will be required prior to development.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. A religious worship facility is also developed adjacent to the subject property.



ZONING HISTORY: This property was initially zoned A1 as part of the Area 21 initial zoning on September 3, 1996.

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

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

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Rural Areas". This parcel is split between the Stedman and Southeast Cumberland Land Use Plans. The Stedman Land Use Plan (2020) designates its portion for "Agricultural". The "Agricultural" designation allows for growth and protection of farmland from encroaching higher intensity uses while allowing for small scale rural type residential developments. The Southeast Cumberland Land Use Plan (2016) designates its portion for "Farmland". The "Farmland" designation is meant to protect and preserve farmland while maintaining a healthy farming community **Request is not plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property is located outside of FAMPO boundaries. The Average Daily Traffic Count (2016) on Ava Road is 190. The Average Daily Traffic Count (2016) on Beaver Dam Road is 380.

SCHOOLS CAP/ENROLL: Stedman Primary: 200/144; Stedman Elementary: 300/311; Mac Williams Middle: 1270/1189; Cape Fear High: 1425/1427

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

EMERGENCY SERVICES: The Cumberland County Fire Marshal's Office 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 P20-47, the Planning & Inspections staff **recommends denial** of the rezoning request from A1 Agricultural to RR Rural Residential and find the request not consistent with the Stedman (2020) and Southeast Cumberland (2016) Land Use Plans which designates this parcel as "Agricultural" and "Farmland" respectively. Both designations encourage the preservation of farmland and rural character while only supporting higher densities if compatible with the surrounding neighborhood uses. Denial of the request is reasonable and in the public interest as the surrounding area is predominantly zoned A1 Agricultural and the subject property lacks access to public water and sewer that could support a higher density.

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 RR
2. Address of Property to be Rezoned: No Registered Address approx.
3. Location of Property: Intersection of Beaver Dam Rd and Ava Rd Autryville NC 28318
   Reif 1404252490000
4. Parcel Identification Number (PIN #) of subject property: Parcel ID: 1404-25-2990
   (also known as Tax ID Number or Property Tax ID)
5. Acreage: 22.28 Frontage: 1300 Depth: 980
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 09610, Page(s) 0514, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Timber
10. Proposed use(s) of the property: Housing Development
11. Do you own any property adjacent to or across the street from this property?
    Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

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.

Carin B. Beam
NAME OF OWNER(S) (PRINT OR TYPE)

Po Box 276 Stedman NC 28391
ADDRESS OF OWNER(S)

910 824 1954
HOME TELEPHONE #

WORK TELEPHONE #

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

Po Box 276 Stedman NC 28391
ADDRESS OF AGENT, ATTORNEY, APPLICANT

Carinbunce@gmail.com
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

NAME	ADDRESS	CITY
BEAL, LILLIE SUZANNE DAVIS; WILLIAM T	3922 STEDMAN CEDAR CREEK RD	FAYETTEVILLE, NC 28312
BUNCE, CARIN A	PO BOX 276	STEDMAN, NC 28391
BUNCE, JEFFREY A; LISA S	8186 BEAVER DAM RD	AUTRYVILLE, NC 28318
CASHWELL, REUBEN SR;ELINOR F	2365 AVA RD	AUTRYVILLE, NC 28318
CHRISTIAN LIGHT BAPTIST CH TRU	PO BOX 39	AUTRYVILLE, NC 28318
CRUMPLER, RICHARD LEE	PO BOX 696	STEDMAN, NC 28391
HALL, TERRY LENNON	8475 BEAVER DAM RD	AUTRYVILLE, NC 28318
JACKSON, JILL BUNCE	8070 BEAVER DAM RD	AUTRYVILLE, NC 28318
LEACH, CRAIG;ALICIA	8194 BEAVER DAM RD	AUTRYVILLE, NC 28318
LOPEZ, AUDELINA CASTRO	8232 NORRIS RD	DUNN, NC 28334
MOREAU, ROBERT H JR	PO BOX 9657	FAYETTEVILLE, NC 28311
NUNNERY, S ARNOLD	410 BAYMOUNT DR	STATESVILLE, NC 28625
SUTTON, ALEX;MONIKA	8160 BEAVER DAM RD	AUTRYVILLE, NC 28318
SWANSON, SCOTT;M EMMA	7742 SKYLARK CT	AUTRYVILLE, NC 28318
UNION HILL MISS BAPTIST CHURCH	2858 AVA RD	AUTRYVILLE, NC 28318
WIGGS, MARY JOANNE	PO BOX 203	AUTRYVILLE, NC 28318

P20-47 FC

NAME	ADDRESS	CITY
AMMONS, AMY NICHOLE;WILLIAM	8414 BEAVER DAM RD	AUTRYVILLE, NC 28318
BONEY, DAVID GARRETT; TASHA CASHWELL	8070 BEAVER DAM RD	AUTRYVILLE, NC 28318
BRIZA, EDWARD;BRIZA, KIMBERLY	8123 BEAVER DAM RD	AUTRYVILLE, NC 28318
BUNCE, TED MAXTON JR;BUNCE, DEBORAH S	PO BOX 276	STEDMAN, NC 28391
DAVIS, STEVEN KENNETH;DAVIS, MARY ANN	8056 CONCORD CHURCH RD	AUTRYVILLE, NC 28318
DONAHOO, DALE;DONAHOO, TERRY;RICHARD	9403 WILLOW GROVE PL	CHESTERFIELD, VA 23832
GRAHAM, EVELYN C SMITH;AVERY, SHALAWN	5248 FOXFIRE RD	FAYETTEVILLE, NC 28303
GRIFFITH, VICKI LEE	7737 SKYLARK COURT	AUTRYVILLE, NC 28318
GRONOWSKI, SCOTT R;SANDEE M	7725 SKYLARK CT	AUTRYVILLE, NC 28318
HELGET, JOHN KENNETH;HELGET, KELLIE JO	1980 AVA RD	STEDMAN, NC 28391
J W SEALEY & ASSOCIATES, INC.	PO BOX 55	WADE, NC 28395
JOHNSON, LEVIE E;JOHNSON, HELEN	8853 CLINTON RD	STEDMAN, NC 28391
KELLEY, STEVEN P	1950 AVA RD	AUTRYVILLE, NC 28318
MARTIN, ANTHONY J;MARTIN, JULIE J	7731 SKYLARK CT	AUTRYVILLE, NC 28318
MCDONALD, DANIEL J;MCDONALD, KIM S	2018 AVA RD	AUTRYVILLE, NC 28318
MELVIN, MILDRED	8456 BEAVER DAM RD	AUTRYVILLE, NC 28318
MITCHELL, BARBARA J	1990 AVA RD	AUTRYVILLE, NC 28318
PLESSINGER, JUDY	1006 BUCKNELL RD	FAYETTEVILLE, NC 28311
ROZIER, WILLIAM KEVIN; JENNIFER KAYE	PO BOX 85	AUTRYVILLE, NC 28318
SWIGER, BRYAN	7707 SKYLARK CT	AUTRYVILLE, NC 28318
SYFRETT, BEVERLY W	202 AVA RD	AUTRYVILLE, NC 28318
TIMBERLAKE, JASON	7718 SKYLARK CT	AUTRYVILLE, NC 28318

P20-47-3RD

Date: January 14, 2021

Cumberland County Planning Board
Attn: Betty Lynd, Planning Manager
Fayetteville, NC

RE: Rezoning Case P20-47

Planning Board,

Happy New Year to all and thank you for the opportunity to speak with you this evening.

Tonight, I am before you are seeking a rezoning request for 22 acres parcel just outside of Stedman on the corner of Beaver Dam Rd. and Ava Rd. The property is currently zone A-1 and we have initially asked for it to be rezoned to an RR designation. The reason for the rezoning was because after we completed additional site due diligence, we realized we would not be able to get the density needed under the 2 acres per dwelling requirement. Thus, we requested RR. In addition, there were several RR zoned within proximity of this site as well as several other increased density areas.

Although we would greatly appreciate your consideration of RR for this parcel after additional discussion with Betty and her staff we feel like R40A would allow us to achieve the same goal as the RR designation. This would provide us the ability to build the same dwellings which we are currently allowed under the A-1 requirements but would provide as the opportunity for increased density.

Thank you in advance for your consideration...

Best,

Morgan E. Beam

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on February 15, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P20-47 rezoning 22.28+/- ac A1 to RR or more restrictive zoning intersection of Ava Rd & Beaver Dam Rd owner Carin Bunce

P20-51 rezoning 0.64+/- ac R6A to C2(P)/CZ mv sales or more restrictive zoning intersect of NC 59 & Betsy Ross Dr owner Fredrick Wallace

P20-63 rezoning 1+/- ac M(P) to R30 or more restrictive zoning sw side Doc Bennett Rd owner Gerald & James Pone

P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

P21-03 rezoning 2.06+/- ac A1 to R40A or more restrictive zoning 6524 Cedar Oaks Circle owner Vicki Liszewski

P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P21-03

BACKGROUND

Case P21-03: Rezoning of 2.06+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 6524 Cedar Oaks Circle, submitted by Vicki Liszewski (owner) & Clayton Homes (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the rezoning from A1 Agricultural to R40A Residential at the January 21, 2021 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 P21-03, the Planning and Inspections staff recommends denial of the rezoning from A1 Agricultural to R40A Residential and find the request is not consistent with the South Central Land Use Plan (2015) which calls for "Low Density Residential" at this location. The "Low Density Residential" area designation allows for a density of 2.2 to 6 units/acre, however, the plan desires only stick-built homes. Staff further finds that denial of the request is reasonable and in the public interest because the R40A district is not in harmony with the surrounding zoning and existing land uses.

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

MOTION:

In Case P21-03, I move to deny the rezoning request from A1 Agricultural to R40A Residential and find the request not consistent with the South Central Land Use Plan (2015) which calls for "Low Density Residential" at this location. The "Low Density Residential" area designation allows for a density of 2.2 to 6 units/acre,

however, the plan desires only stick-built homes. Denial of the request is reasonable and in the public interest because the R40A district is not in harmony with the surrounding zoning and existing land uses.

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 P21-03, I move to approve the rezoning request from A1 Agricultural to R40A Residential and find the request (consistent/not consistent) with the South Central Land Use Plan (2015) designation of "Low Density Residential". Approval of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-03:** Rezoning of 2.06+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 6524 Cedar Oaks Circle, submitted by Vicki Liszewski (owner) & Clayton Homes (agent).

ACTION: Recommended denial of the rezoning from A1 Agricultural to R40A Residential at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

Mrs. Lynd presented the photos and case information.

In Case P21-03, the Planning and Inspections staff recommends denial of the rezoning from A1 Agricultural to R40A Residential and find the request is not consistent with the South Central Land Use Plan (2015) which calls for "Low Density Residential" at this location. The "Low Density Residential" area designation allows for a density of 2.2 to 6 units/acre, however, the plan desires only stick-built homes. Staff further finds that denial of the request is reasonable and in the public interest because the R40A district is not in harmony with the surrounding zoning and existing land uses.

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

Mr. Crumpler asked to see the land use map again, Mr. Crumpler said it looked like there was a mobile home park already.

Mrs. Lynd said that would be considered a mobile home subdivision because it is one home for each lot.

Chair Wheatley said if everybody in there decides they want the same thing, you now have a much larger area with these homes on it, and this is in Grays Creek so now we have contaminated water.

Mr. Lloyd said that he felt it would be spot zoning.

Mrs. Lynd stated it would be a donut hole of R40A inside of the neighborhood.

Mr. Manning asked why staff denied the request.

Mrs. Lynd said it was a combination of things. It's on well and septic, it's already a developed subdivision, it's not a publicly maintained road, this would allow a second dwelling unit on the lot and could set a precedent for the neighborhood.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager

CUMBERLAND COUNTY
NORTH CAROLINA

Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Burton said he was familiar with this road and it was petitioned to be entered into the system, but it can't be because it wasn't constructed to NC Department of Transportation (NC DOT) standards.

Mrs. Lynd said that if the road cannot be maintained by NC DOT, it must be maintained by the property owners, and it is required to be on the plats and deeds that are created for these lots.

In Case P21-03, Mr. Lloyd made a motion, seconded by Mr. Burton to recommend denial of the rezoning from A1 Agricultural to R40A Residential and find the request is not consistent with the South Central Land Use Plan (2015) which calls for "Low Density Residential" at this location. The "Low Density Residential" area designation allows for a density of 2.2 to 6 units/acre, however, the plan desires only stick-built homes. The board further finds that denial of the request is reasonable and in the public interest because the R40A district is not in harmony with the surrounding zoning and existing land uses. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P21-03
Planning Board Meeting: January 21, 2021

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request for rezoning of one parcel located at 6524 Cedar Oaks Circle from A1 Agricultural to R40A Residential. This will increase the allowed density from 1 unit/2 acre to 1 unit/40,000 square feet. This is a conventional rezoning, and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Vicki Ann Liszewski (owner) & Clayton Homes (agent)

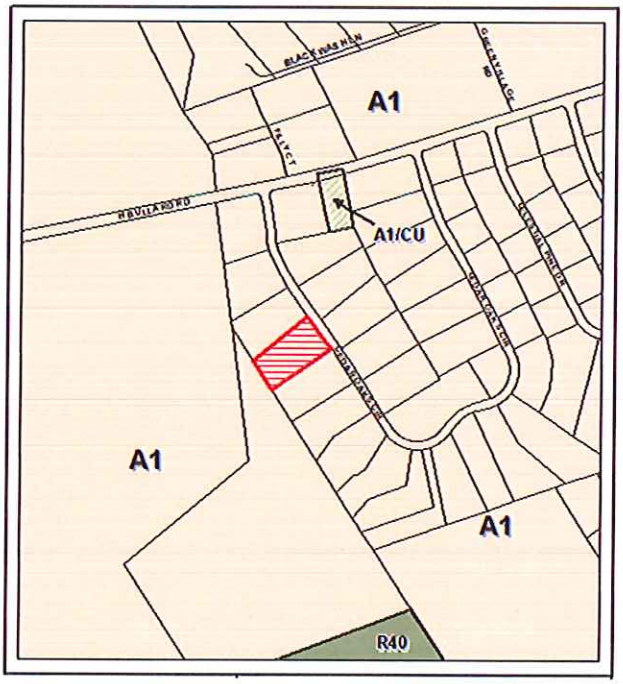
PROPERTY INFORMATION

ADDRESS/LOCATION 6524 Cedar Oaks Circle; more specifically REID 0432312188000.

SIZE: This request includes one parcel totaling approximately 2.06 acres. The property has 229'+/- of street frontage along Cedar Oaks Circle. The property is 402' +/- in depth.

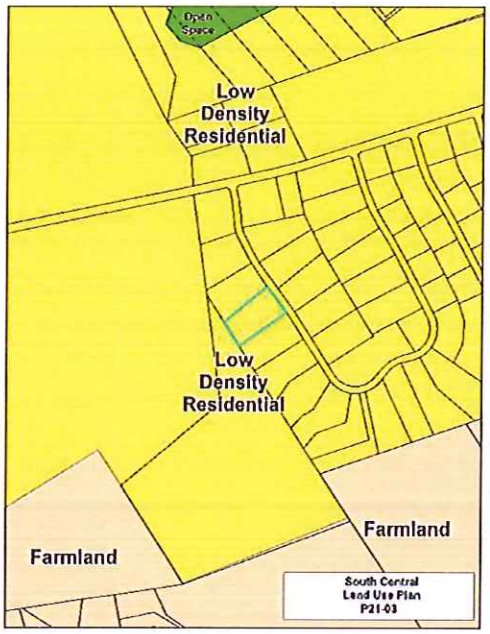
EXISTING LAND USE: The parcel is developed with a manufactured home.

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



DEVELOPMENT REVIEW: This property was legally platted in 1989 (Plat Bk. 70, Pg. 97). Should the rezoning be approved, a group development or subdivision review will be required before adding any additional residential structures to the lot.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes.



ZONING HISTORY: This property was initially zoned A1 as part of the Area 13 initial zoning on June 25, 1980.

UTILITIES: The property is served by private well and septic. There are no public water or sewer lines available. The property is not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to R40A setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban". The South Central Land Use Plan (2015) designates this parcel as "Low Density Residential". The "Low Density Residential" designation allows for a density of 2.2 to 6 units/acre and desires only stick-built homes. The "Low Density Residential" designation requires public or community water and sewer. **Request is not plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property sits on Cedar Oaks Circle which is identified as a local road in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAP/ENROLL: Alderman Road Elementary: 750/676; Gray's Creek Middle: 1200/1139; Gray's Creek High: 1470/1467

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's Office has reviewed the request and stated that all applicable fire departments access requirements must be met.

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

STAFF RECOMMENDATION

In Case P21-03, the Planning and Inspections staff **recommends denial** of the rezoning from A1 Agricultural to R40A Residential and find the request is not consistent with the South Central Land Use Plan (2015) which calls for "Low Density Residential" at this location. The "Low Density Residential" area designation allows for a density of 2.2 to 6 units/acre, however, the plan desires only stick-built homes. Staff further finds that denial of the request is reasonable and in the public interest because the R40A district is not in harmony with the surrounding zoning and existing land uses.

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 R40A

2. Address of Property to be Rezoned: 6524 CEDAR OAK CIRCLE HOPE MILLS, NC 28348

3. Location of Property: CEDAR OAKS NEIGHBORHOOD, .15 MILES SOUTH OF H. BULLARD RD.

4. Parcel Identification Number (PIN #) of subject property: 0432-31-2188
(also known as Tax ID Number or Property Tax ID)

5. Acreage: 2.04 Frontage: 230 FT. Depth: 402 FT.

6. Water Provider: Well: ✓ PWC: _____ Other (name): _____

7. Septage Provider: Septic Tank ✓ PWC _____

8. Deed Book 8330, Page(s) 779-781, 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: 2 SINGLE FAMILY DWELLINGS

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.

Vicki Ann Liszewski
NAME OF OWNER(S) (PRINT OR TYPE)

6524 Cedar Oak Circle Hope Mills 28348
ADDRESS OF OWNER(S)

910-423-2061
HOME TELEPHONE #

N/A
WORK TELEPHONE #

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

3340 Gillespie St. Fayetteville, NC 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

HC194@claytonhomes.com
E-MAIL

—
HOME TELEPHONE #

(910)424-8600
WORK TELEPHONE #

SIGNATURE OF OWNER(S)

E J Rockwell
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

NAME	ADDRESS	CITY
CREECH, DAVID F;WIFEROSE	6525 CEDAR OAKS CIR	HOPE MILLS, NC 28348
DALOISIO, JOHN; WANDA M	6531 CEDAR OAKS CIR	HOPE MILLS, NC 28348
LISZEWSKI, VICKI COOPER	6524 CEDAR OAKS CIR	HOPE MILLS, NC 28348
MCLAIN, JASON	6530 CEDAR OAKS CIR	HOPE MILLS, NC 28348
MCLAIN, LEE S;SANDRA H	6594 CEDAR OAKS CIR	HOPE MILLS, NC 28348
MCLAIN, SANDRA	6519 CEDAR OAKS CIR	HOPE MILLS, NC 28348
SMITH FAMILY CONSERVANCY LLC	5301 CAMDEN RD	FAYETTEVILLE, NC 28306

P21-03 FC

NAME	ADDRESS	CITY
BOND, LARRY	PO BOX 287	ST PAULS, NC 28384
BOSLER, EDWARD;CONNIE	4228 BARTLET GLENN LN	FAYETTEVILLE, NC 28306
BOSWELL, MICHAEL T; MARY	6613 CEDAR OAKS CIR	HOPE MILLS, NC 28348
BOUDREAU, MARC;, KATHLEEN	2012 H BULLARD RD	HOPE MILLS, NC 28348
BRITT, DANNIE LEE;JASON, LEE	6513 CEDAR OAKS DR	HOPE MILLS, NC 28348
COPELAND, DENNIS W	6560 CEDAR OAKS CIR	HOPE MILLS, NC 28348
DENNIS, MICHAEL T	6500 CEDAR OAKS CIR	HOPE MILLS, NC 28348
FAIRMAN, BRUCE G;STEPHANIE M	3421 BRUSHY HILL RD	FAYETTEVILLE, NC 28306
GARVIN, ROBERT S; PHILLIS A	6482 FILLY CT	HOPE MILLS, NC 28348
GONZALEZ, DAVID A	6512 CEDAR OAKS CIR	HOPE MILLS, NC 28348
HALL, LISA C	6570 CEDAR OAKS CIR	HOPE MILLS, NC 28348
HARGROVE, MAURICE; MARGARET	2031 H BULLARD RD	HOPE MILLS, NC 28348
JACKSON, RONALD JAMES; MARY T	6548 CEDAR OAKS CIR	HOPE MILLS, NC 28348
JACOBSON, ERNEST BRADLEY	6582 CEDAR OAKS CIR	HOPE MILLS, NC 28348
LANE, RONALD D	1945 ST PAUL AVE	FAYETTEVILLE, NC 28304
LANE, YVONNE DENISE	6547 CEDAR OAKS CIR	HOPE MILLS, NC 28348
LONG, DONALD J; SHERRY L	6590 CEDAR OAKS DR	HOPE MILLS, NC 28348
MCCOY, EUVERLENE	804 ROSEWOOD AVE	FAYETTEVILLE, NC 28301
MCMULLEN, JERRY; RHONDA	6583 CEDAR OAKS CIR	HOPE MILLS, NC 28348
MCNEILL FARM II LLC	1471 CLIFTON MCNEILL RD	HOPE MILLS, NC 28348
ORIANS, TERESA A.	6601 CEDAR OAKS CIR	HOPE MILLS, NC 28348
PARSLEY, LARRY D;GARNA L	6605 CEDAR OAKS CIR	HOPE MILLS, NC 28348
PLOTNER, APRIL; KENNETH	6554 CEDAR OAKS CIR	HOPE MILLS, NC 28348
POOLE, JAMES H;CHRISTINA	6609 CEDAR OAKS CIR	HOPE MILLS, NC 28348
RHODEN, TERRY J	6586 CEDAR OAKS CIR	HOPE MILLS, NC 28348
SCHMIDT, ANDREA L	6498 FILLY CT	HOPE MILLS, NC 28348
SINCLAIR, JAMES	739 STONINGTON DR	FAYETTEVILLE, NC 28311
SPAIN, GILBERT W	PO BOX 134	HOPE MILLS, NC 28348
STREETER, SHERRY	6593 CEDAR OAKS CIR	HOPE MILLS, NC 28348
SYKES, DONALD R;BARBARA L	6576 CEDAR OAK CIR	HOPE MILLS, NC 28348
TEW, DONALD P; PENNY R	2929 JOHN MCMILLIAN RD	HOPE MILLS, NC 28348
THIBAULT, RUTH E	6537 CEDAR OAKS CIR	HOPE MILLS, NC 28348
WEHKING, JOHNNIE R JR;PAMELA	6598 CEDAR OAKS CIR	HOPE MILLS, NC 28348
WIKE, CHRIS W	2637 N HARRISON ST	DAVENPORT, IA 52803

P21-03 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on February 15, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P20-47 rezoning 22.28+/- ac A1 to RR or more restrictive zoning intersection of Ava Rd & Beaver Dam Rd owner Carin Bunce

P20-51 rezoning 0.61+/- ac R6A to C2(P)/CZ mv sales or more restrictive zoning intersect of NC 59 & Betsy Ross Dr owner Fredrick Wallace

P20-63 rezoning 1+/- ac M(P) to R30 or more restrictive zoning sw side Doc Bennett Rd owner Gerald & James Pone

P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

P21-03 rezoning 2.06+/- ac A1 to R40A or more restrictive zoning 6524 Cedar Oaks Circle owner Vicki Liszewski

P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P20-51

BACKGROUND

Case P20-51: Rezoning of 0.64+/- acres from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district, located on the northeast side of the intersection of NC 59 (S Main Street) and SR 3352 (Betsy Ross Drive), submitted by Fredrick L. Wallace (owner). **(Applicant has revised request to C2(P) Planned Service and Retail/CZ Conditional Zoning for motor vehicle sales)**

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales at the January 21, 2021 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 P20-51, the Planning & Inspections staff recommends approval of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development" as it allows for a mixture of residential, office and institutional uses as well as generally light commercial uses. C2(P) is designated as "light commercial" within the Land Use Policies Plan (2009). Approval of the request is reasonable and in the public interest as it will restrict the property to one permitted use, the property is located at a newly renovated interchange, and the request is in harmony with non-residential zoning in the surrounding area.

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

MOTION:

In Case P20-51, I move to approve the rezoning request from R6A Residential to C2(P) Planned Service and Retail/CZ Conditional Zoning for motor vehicle sales and find the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development" as it allows for a mixture of residential, office and institutional uses as well as generally light commercial uses. C2(P) is designated as "light commercial" within the Land Use Policies Plan (2009). Approval of the request is reasonable and in the public interest as it will restrict the property to one permitted use, the property is located at a newly renovated interchange, and the request is in harmony with non-residential zoning in the surrounding area.

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

MOTION:

In Case P20-51, I move to deny the rezoning request from R6A Residential to C2(P) Planned Service and Retail/CZ Conditional Zoning for motor vehicle sales and find the request (consistent/not consistent) with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development". Denial of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-51:** Rezoning of 0.64+/- acres from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district, located on the northeast side of the intersection of NC 59 (S Main Street) and SR 3352 (Betsy Ross Drive), submitted by Fredrick L. Wallace (owner). **(Applicant has revised request to C2(P) Planned Service and Retail/CZ Conditional Zoning for motor vehicle sales)**

ACTION: Recommended approval of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

In Case P20-51, the Planning & Inspections staff recommends approval of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development" as it allows for a mixture of residential, office and institutional uses as well as generally light commercial uses. C2(P) is designated as "light commercial" within the Land Use Policies Plan (2009). Approval of the request is reasonable and in the public interest as it will restrict the property to one permitted use, the property is located at a newly renovated interchange, and the request is in harmony with non-residential zoning in the surrounding area.

In Case P20-51, Vice-Chair Crumpler made a motion, seconded by Mr. Manning to recommend approval of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development" as it allows for a mixture of residential, office and institutional uses as well as generally light commercial uses. C2(P) is designated as "light commercial" within the Land Use Policies Plan (2009). Approval of the request is reasonable and in the public interest as it will restrict the property to one permitted use, the property is located at a newly renovated interchange, and the request is in harmony with non-residential zoning in the surrounding area. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P20-51
Planning Board Meeting: January 21, 2021 (def from 11-17-20 PB Mtg) **Jurisdiction: County**

EXPLANATION OF THE REQUEST

This is a request to rezone two parcels located on the northeast side of the intersection of S Main Street and Betsy Ross Drive from R6A Residential to C2(P) Planned Service & Retail/CZ Conditional Zoning for motor vehicle sales. As this is a conditional rezoning, all ordinance related conditions included in packet shall apply. ****Note:** The staff report/recommendation has been revised due to the modification of the application from a conventional to a conditional rezoning as requested by the Planning Board at their November 17, 2020 meeting.

OWNER/APPLICANT

OWNER/APPLICANT: Fredrick L. Wallace (owner)

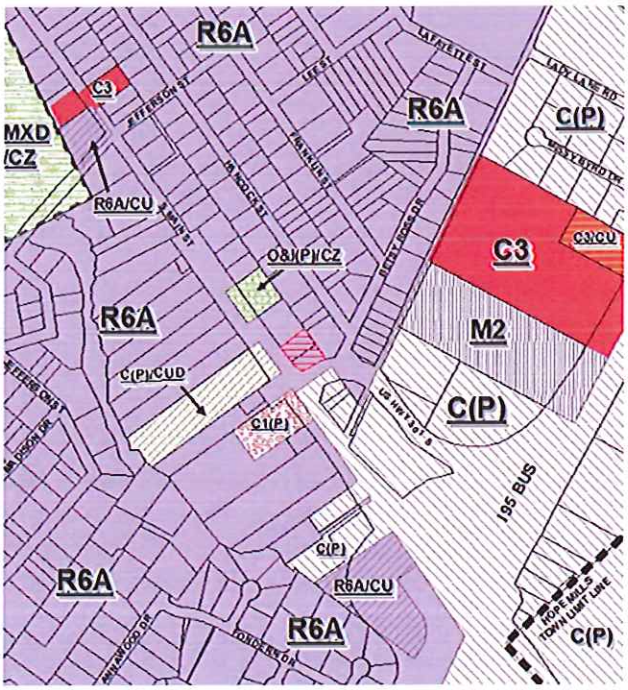
PROPERTY INFORMATION

ADDRESS/LOCATION: Northeast side of the intersection of NC 59 (S Main Street) and SR 3352 (Betsy Ross Drive); more specifically REID 0413967393000 and 0413968254000.

SIZE: This request includes two parcels totaling approximately 0.64 acres. The properties have 176'+/- of street frontage along S. Main St. and 139'+/- of street frontage along Betsy Ross Dr. The properties are 157'+/- in depth.

EXISTING LAND USE: One parcel is developed with a vacant structure.

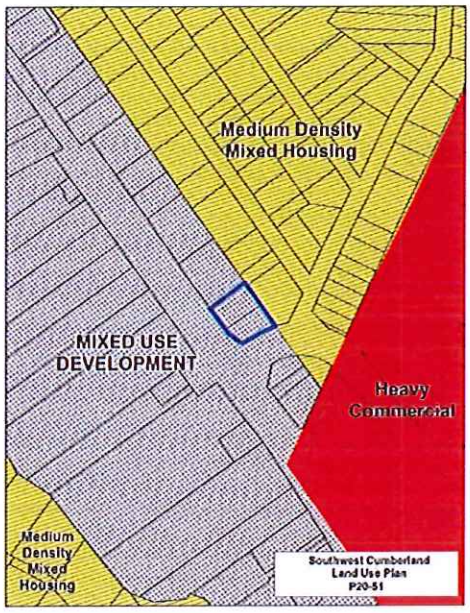
OTHER SITE CHARACTERISTICS: The properties are not located within the watershed or the Special Flood Hazard Area. There are no soil limitations to development on the properties. The properties are located within Hope Mills' MIA.



DEVELOPMENT REVIEW: A recombination plat will be required prior to development.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There are also several nonresidential uses including general offices.

ZONING HISTORY: These properties were initially zoned R6A as part of the Area 7 initial zoning on February 3, 1977.



UTILITIES: The properties are served by private well and septic. There are no public water or sewer lines available. The properties are not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to C2(P) setbacks: Front yard: 50 foot, Side yard: 30 foot, Rear yard: 30 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban Fringe". The Southwest Cumberland Land Use Plan (2013) designates this parcel as "Mixed Use Development". The "Mixed Use Development" allows a mixture of uses to include residential, office and institutional uses and generally light commercial uses. The "Mixed Use Development" requires public water and sewer, direct access to at least a collector street, and adequate space for any required buffering, screening, etc. **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property is located on South Main Street, which is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan. South Main Street is identified in the Transportation Improvement Plan as U-6001, a widening project from Shipman Road to Parkton Road. Right of way is scheduled for FY 2028, and construction is scheduled for FY 2030. The Average Daily Traffic Count (2018) on NC 59 is 13,000.

SCHOOLS CAP/ENROLL: Gallberry Farm Elementary: 900/978; Gray's Creek Middle: 1200/1139; Gray's Creek High: 1470/1467

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

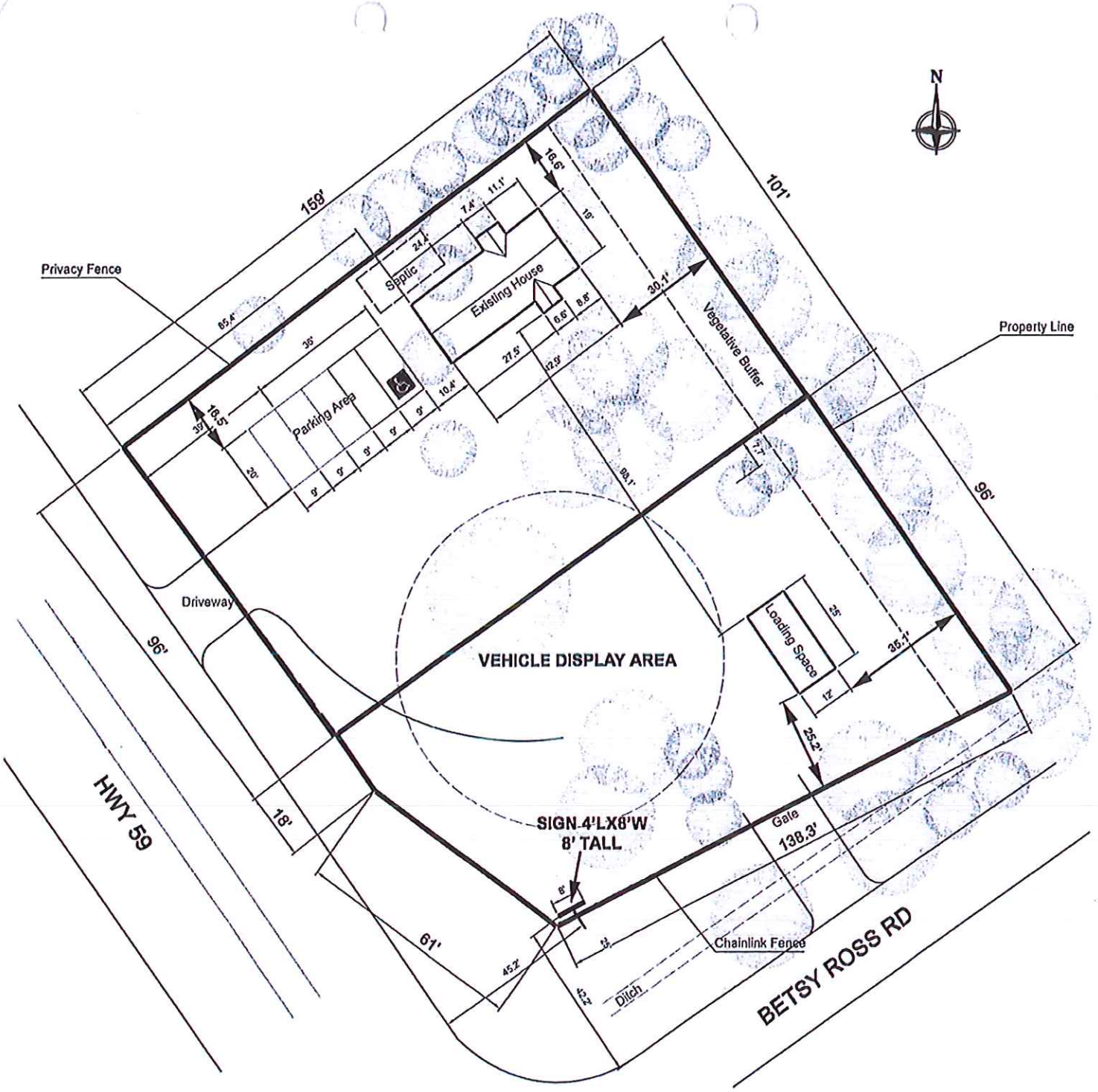
EMERGENCY SERVICES: Cumberland County Fire Marshal's Office has reviewed the request and stated the following: 1. Ensure all fire department access requirements are met; 2. Submit building plans to include to scale site plan for review of new buildings; 3. Ensure emergency responder radio coverage is achieved.

FAYETTEVILLE REGIONAL AIRPORT: The properties are not located within the Airport Overlay District.

STAFF RECOMMENDATION

In Case P20-51, the Planning & Inspections staff **recommends approval** of the rezoning request from R6A Residential to C2(P)/CZ Conditional Zoning for motor vehicle sales and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Mixed Use Development" as it allows for a mixture of residential, office and institutional uses as well as generally light commercial uses. C2(P) is designated as "light commercial" within the Land Use Policies Plan (2009). Approval of the request is reasonable and in the public interest as it will restrict the property to one permitted use, the property is located at a newly renovated interchange, and the request is in harmony with non-residential zoning in the surrounding area.

Attachments:
Site Plan
Conditions of Approval
Zoning Application
Notification Mailing List



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

REQUEST: FOR MOTOR VEHICLE SALES

CASE: P20-51 ACREAGE: 0.64 AC +/-

ZONED: R6A SCALE: NTS

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

Case: P20-51
January 11, 2021

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

DRAFT

Ordinance Related Conditions
for motor vehicle sales

Revision Required:

1. Three copies of a revised site plan and a $50.00 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. The proposed sign location must be revised to meet the ordinance requirements (Section 1305 of Zoning Ordinance) for freestanding signage. The sign must be located a minimum of 5 foot from the property line and shall not be permitted within 20 feet of the right-of-way line at the intersection of two streets.

Pre-Permit Related:

2. The Cumberland County Fire Marshal's Office has submitted the following comments:
    a. The developer must ensure all fire department access requirements are met.
    b. The developer must submit building plans to include to scale site plans for review of new buildings.

    If any of these requirements revise the submitted site plan, three copies of a revised site plan and a $50.00 fee must be submitted to Current Planning for the processing of a revision.

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

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

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

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

Permit-Related:

6. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)

7. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]

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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 $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. The County Health Department must approve water plans. Lots not served by public water system is required to be large enough and of such physical character to comply with the Health Department's minimum standards. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

11. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

12. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the C2(P) Planned Service and Retail/CZ Conditional zoning district must be complied with, as applicable.

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. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)

15. "HWY 59" must be labeled as "NC 59 (S. Main St.)" on all future plans. (Sec. 2203, County Subdivision Ord.)

16. "Betsy Ross Rd" must be labeled as "SR 1243 (US HWY 301 S)" on all future plans. (Sec. 2203, County Subdivision Ord.)

17. 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.)

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18. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)

19. 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.)

20. 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.

21. 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.

22. A solid buffer must be provided and maintained along the side and rear property lines where this tract/site abuts residentially zoned property in accordance with the provisions of Section 1102 G, County Zoning Ordinance (Note: Chain link fencing cannot be used to satisfy the buffer requirement.)

    Note: By showing a solid fence within the front yard setback of NC 59, the applicant is requesting the Board of Commissioners approve the location of the solid fence as shown on the submitted site plan, therefore granting a variance to allow a solid fence within the required 50-foot front yard setback along NC 59 (S. Main St.)

23. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.

24. 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 5 off-street parking spaces is required for this development. (Art. XII, County Zoning Ord.)

25. A minimum of 1 off-street loading spaces(s) measuring 12' x 25' with 14' overhead clearance must be provided for the commercial (motor vehicle sales) area. (Art. XII, County Zoning Ord.)

26. 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.)

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

Plat-Related:

28. "HWY 59" must be labeled as "NC 59 (S. Main St.)" on the recombination plat. (Section 2203.C & D, County Subdivision Ord.)

29. "Betsy Ross Rd" must be labeled as "SR 1243 (US HWY 301 S)" on the recombination plat. (Section 2203.C & D, County Subdivision Ord.)

30. Any/All easements must be reflected on the recombination plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.

31. A 10' x 70' sight distance easement is required at the intersection of NC 59 (S. Main St.) with SR 1243 (US HWY 301 S) and must be reflected on the recombination plat.

32. The NC Department of Transportation (NCDOT) stamp must be affixed to the recombination plat prior to submission for plat approval by the Current Planning Section.

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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.

33. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the recombination plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance)

34. The recombination 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.

35. 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:

36. Since this development does not have public water/sewer, the following disclosure statement is required to be provided on the recombination 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 and/or water services available, and no lots have been approved by the Health Department for on-site sewer services or been deemed acceptable for private wells at the date of this recording."

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

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

Advisories:

38. The applicant is advised to consult an expert on wetlands before proceeding with any development.

39. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.

40. The developer should be aware that the subject property is located within the Town of Hope Mills' *Municipal Influence Area* (MIA). Typically, concrete sidewalks are required to be constructed; however, developments with less than four lots/units and derived from the same parent tract as of the effective date of the ordinance amendment August 21, 2017 are not subject to the MIA standards until the fourth lot/unit is created. Any future divisions or group developments of these tracts, which creates either the fourth lot or unit will require construction of a sidewalk along all proposed and existing lots.

41. Under current standards, if the existing structure is ever removed or destroyed more than 50%, any replacement structure must meet the setback requirement for the C2(P) district.

42. The subject property is located within the Town of Hope Mills Municipal Influence Area (MIA) and the town has tree preservation standards in their ordinances. The developer is encouraged to retain as many of the existing trees as possibly on this site.

43. 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.

44. 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.

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45. The developer's subsequent application for permits upon receipt of these conditions of approval constitutes the developer's understanding and acceptance of the conditions of approval for this development.

46. 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.

47. The subject property is located on South Main Street, which is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan. South Main Street is identified in the Transportation Improvement Plan as U-6001, a widening project from Shipman Road to Parkton Road. Right-of-way is scheduled for FY 2028, and construction is scheduled for FY 2030. For questions related to this comment, please contact Transportation Planning.

Other Relevant Conditions:

48. This conditional approval is contingent upon continued compliance with the County's Subdivision and Development Ordinance and Zoning Ordinance.

49. 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 water and/or 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."

If you need clarification of any conditions, please contact Billy Prutzman at 910-678-7603 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	blynd@co.cumberland.nc.us
Subdivision/Site Plan/Plat	Jaimie Walters	678-7609	jwalters@co.cumberland.nc.us
Code Enforcement (Permits):	Scott Walters	321-6654	swalters@co.cumberland.nc.us
County Building Inspections:	Michael Naylor	321-6657	mnaylo@co.cumberland.nc.us
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	klowther@co.cumberland.nc.us
	Gene Booth	678-7641	wbooth@co.cumberland.nc.us
County Health Department:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Ground Water Issues:	Fred Thomas	433-3692	fthomas@co.cumberland.nc.us
Town of Hope Mills:		424-4555*	
Town Clerk:	Jane Starling		jstarling@townofhopemills.com
Planner – Zoning Permits	Chancer McLaughlin		cmclaughlin@townofhopemills.com
Chief Building Inspector:	David (Ray) Reeves		dreeves@townofhopemills.com
Stormwater/Flood Administrator:	Beth Brown		eabrown@townofhopemills.com
Zoning Inspector:	Chancer McLaughlin		cmclaughlin@townofhopemills.com
Fire Marshal	Robert Carter		rcarter@townofhopemills.com
Public Works – Streets/sidewalks	Don Sisko		dsisko@townofhopemills.com
US Postal Service	Jonathan R. Wallace	(704) 393-4412	jonathan.r.wallace@usps.gov
Corp of Engineers (wetlands):	Emily Greer	(910) 251-4049	emily.c.greer@usace.army.mil
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	leland.cottrell@ncdenr.gov
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	wphipps@co.cumberland.nc.us
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	tlbaker@ncdot.gov
Transportation Planning:	Irvin Wyche	678-7615	iwyche@co.cumberland.nc.us
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	annette.lucas@ncdenr.gov

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

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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 Fredrick Louis Wallace
2. Address: 4006 Polk Dr. Hope Mills NC Zip Code 28348
3. Telephone: (Home) 910-644-4796 (Work) 910-864-3948
4. Location of Property: 4845 S. Main St Hope Mills, NC 28348 and 4464 Betsy Ross Hope Mills 28348
5. Parcel Identification Number (PIN #) of subject property: 0413-96-7393 and 0413-96-8254 (also known as Tax ID Number or Property Tax ID)
6. Acreage: S. MAIN 15,682 + Betsy Ross 13068 = 28,750 sqft Frontage: S. MAIN 96' + Betsy Ross 79' = 175' total Depth: 157'
7. Water Provider: Commercial well Septage Provider: Septic Tank
8. Deed Book S. MAIN 10478 and Betsy Ross 10510, Page(s) S. MAIN 0615 and Betsy Ross 0298, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Used Auto Dealership

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes X No _____
12. Has a violation been issued on this property? Yes _____ No X
13. It is requested that the foregoing property be rezoned FROM: R6A

TO: (Select one)

X Conditional Zoning District, with an underlying zoning district of C2P (Article V)

_____ Mixed Use District/Conditional Zoning District (Article VI)

_____ Planned Neighborhood District/Conditional Zoning District (Article VII)

_____ Density Development/Conditional Zoning District, at the _____ Density (Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

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

Used auto/vehicle sales

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.

.66 commercial

2. DIMENSIONAL REQUIREMENTS:

A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks. Front 50ft
side 30ft
rear 30ft

Existing home is nonconforming at 16.6ft

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

5 dirt/crush & run

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

Cumberland County

4. LANDSCAPE AND BUFFER REQUIREMENTS:

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

N/A

B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.** Western entire property line - 6' privacy fence for 159' Northern property line 197' entire property line vegatative buffer. Eastern property line and Southern property line border Streets

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.

Mon - Fri 9am - 6pm Sat. 10am - 5pm, 3 employees (2 plus applicant) / 2 Exterior lights, Noise N/A, odor N/A, Smoke - N/A

6. SITE PLAN REQUIREMENTS:

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

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.

Fredrick Louis Wallace
NAME OF OWNER(S) (PRINT OR TYPE)

4006 Polk Dr. Hope Mills, NC 28348
ADDRESS OF OWNER(S)

fredrickin2ncrealty@gmail.com
E-MAIL

910-644-4796 — HOME TELEPHONE
910-864-3948 — WORK TELEPHONE

Fredrick Louis Wallace — SIGNATURE OF OWNER(S)
SIGNATURE OF OWNER(S)

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

HOME TELEPHONE — WORK TELEPHONE

E-MAIL ADDRESS — FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

NAME	ADDRESS	CITY
CLARK, JAMES H	5320 CHURCH ST	HOPE MILLS, NC 28348
DIVINE EMPOWERMENT CHRISTIAN CENTER	608 TORHUNTA DR	HOPE MILLS, NC 28348
ELIXSON, GERALD D;ELIXSON, BETTY J	4933 S MAIN ST	HOPE MILLS, NC 28348
LAKHAM, JOY LYNN;LAKHAM, TIMOTHY L LANHAM	4852 S MAIN ST	HOPE MILLS, NC 28348
N C DEPT OF TRANSPORTATION	1546 MAIL SERVICE CTR	RALEIGH, NC 27699
THOMAS MANOR LLC	2221 TAYLOR MADE DR	HOPE MILLS, NC 28348
VANCE JOHNSON RENTALS LLC	3242 MID PINE DR	FAYETTEVILLE, NC 28306
WALLACE, FREDERICK LOUIS	4845 S MAIN ST	HOPE MILLS, NC 28348
WALLACE, FREDRICK LOUIS	4006 POLK DR	HOPE MILLS, NC 28348

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NAME	ADDRESS	CITY
ALLEN, CHRISTOPHER COLUMBUS JR	4601 S MAIN ST	HOPE MILLS, NC 28348
AUTRY, LARRY KENNETH TRUSTEE	PO BOX 368	HOPE MILLS, NC 28348
BEARD, THOMAS EDWARD;WIFE	4788 S MAIN ST	HOPE MILLS, NC 28348
BOND, STEVE VIRGIL	5780 FRANKLIN ST	HOPE MILLS, NC 28348
CLEAR BLUE & 22, LLC	3166 SIDS MILL RD	FAYETTEVILLE, NC 28312
COTTERELL, JAMES JR	5760 FRANKLIN ST	HOPE MILLS, NC 28348
DAVIS, DARRYL M;BLANCHE, M	1931 IRELAND DR	FAYETTEVILLE, NC 28304
DAVIS, DENNY	1126 ASBURY RD	EASTOVER, NC 28312
DAVIS, SARAH	1931 IRELAND DR	FAYETTEVILLE, NC 28304
GILMORE, CHIZUKO ARENDALL;JAMES, CLAYTO	5228 RED MAPLE LN	HOPE MILLS, NC 28348
GILMORE, MITCHELL L	4938 S MAIN ST	HOPE MILLS, NC 28348
IF IT WAS EASY LLC	3096 AB CARTER RD	FAYETTEVILLE, NC 28312
JOHNSON, ROBERT A;, JANIE C	424 N PLYMOUTH ST	FAYETTEVILLE, NC 28312
JONES, MICHAEL;CHERRIE	4432 BETSY ROSS DR	HOPE MILLS, NC 28348
K2C INC	2 WILLOW BRIDGE DR	DURHAM, NC 27707
LOCKLEAR, DOVIE L LIFE ESTATE	5796 FRANKLIN ST	HOPE MILLS, NC 28348
LOFLIN PROPERTIES LLC	175 S NC 49 HWY	ASHEBORO, NC 27203
LUDWIGSEN, RONALD; SALLY B	104 VILLAGE WAY	SAPPHIRE, NC 28774
LUDWIGSEN, RONALD;SALLY B	5761 HANCOCK ST	HOPE MILLS, NC 28348
MCGOWAN, FRANK L	303 CRANBROOK CT	PRATTVILLE, AL 36067
MOORE, BRIAN; NATALIE	1244 SHAWNEE CREEK CT	HOPE MILLS, NC 28348
PARKER, MARTIN S;DONNIE MAE	4800 S MAIN ST	HOPE MILLS, NC 28348
ROBERT F BLEECKER LLC	926 E 4TH AVE	RED SPRINGS, NC 28377
STRICKLAND, DAVID;CONNIE	5731 HANCOCK ST	HOPE MILLS, NC 28348
SWEAT, MARY A	4416 BETSY ROSS DR	HOPE MILLS, NC 28348
SWIGART, STEVEN L	5783 FRANKLIN ST	HOPE MILLS, NC 28348
ULLOM, DANIEL D	2271 SCHOOL RD	HOPE MILLS, NC 28348

P20-51 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on February 15, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P20-47 rezoning 22.28+/- ac A1 to RR or more restrictive zoning intersection of Ava Rd & Beaver Dam Rd owner Carin Bunce

P20-51 rezoning 0.64+/- ac R6A to C2(P)/CZ mv sales or more restrictive zoning intersect of NC 59 & Betsy Ross Dr owner Fredrick Wallace

P20-63 rezoning 1+/- ac M(P) to R30 or more restrictive zoning sw side Doc Bennett Rd owner Gerald & James Pone

P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

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P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P20-63

BACKGROUND

Case P20-63: Rezoning of 1.00+/- acres from M(P) Planned Industrial to R30 Residential or to a more restrictive zoning district, located on the southwest side of SR 2212 (Doc Bennett Road), north of Interstate 95, submitted by Gerald D. and James S. Pone (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from M(P) Planned Industrial to R30 Residential at the January 21, 2021 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 P20-63, the Planning & Inspections staff recommends approval of the rezoning request from M(P) Planned Industrial to R30 Residential and finds the request consistent with the South Central Land Use Plan (2015) designation of "Airport Oriented Uses". The "Airport Oriented Uses" designation is meant to protect the Airport from unwanted encroachment, protect human life and allow for further expansion. The site will be limited to a single-family dwelling unit or a similar residential use and would be less density/people on site than potential nonresidential uses. Approval of the request is also reasonable and in the public interest as the district requested is in harmony with existing zoning and land uses to the north and the site has access 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 P20-63, I move to approve the rezoning request from M(P) Planned Industrial to R30 Residential and find the request consistent with the South Central Land Use Plan (2015) designation of "Airport Oriented

Uses". The "Airport Oriented Uses" designation is meant to protect the Airport from unwanted encroachment, protect human life and allow for further expansion. The site will be limited to a single-family dwelling unit or a similar residential use and would be less density/people on site than potential nonresidential uses. Approval of the request is also reasonable and in the public interest as the district requested is in harmony with existing zoning and land uses to the north and the site has access 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 P20-63, I move to deny the rezoning request from M(P) Planned Industrial to R30 Residential and find the request (consistent/not consistent) with the South Central Land Use Plan (2015) designation of "Airport Oriented Uses". Denial of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P20-63:** Rezoning of 1.00+/- acres from M(P) Planned Industrial to R30 Residential or to a more restrictive zoning district, located on the southwest side of SR 2212 (Doc Bennett Road), north of Interstate 95, submitted by Gerald D. and James S. Pone (owners).

ACTION: Recommended approval of the rezoning request from M(P) Planned Industrial to R30 Residential at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

In Case P20-63, the Planning & Inspections staff recommends approval of the rezoning request from M(P) Planned Industrial to R30 Residential and finds the request consistent with the South Central Land Use Plan (2015) designation of "Airport Oriented Uses". The "Airport Oriented Uses" designation is meant to protect the Airport from unwanted encroachment, protect human life and allow for further expansion. The site will be limited to a single-family dwelling unit or a similar residential use and would be less density/people on site than potential nonresidential uses. Approval of the request is also reasonable and in the public interest as the district requested is in harmony with existing zoning and land uses to the north and the site has access to public water.

In Case P20-63, Vice-Chair Crumpler made a motion, seconded by Mr. Manning to recommend approval of the rezoning request from M(P) Planned Industrial to R30 Residential and finds the request consistent with the South Central Land Use Plan (2015) designation of "Airport Oriented Uses". The "Airport Oriented Uses" designation is meant to protect the Airport from unwanted encroachment, protect human life and allow for further expansion. The site will be limited to a single-family dwelling unit or a similar residential use and would be less density/people on site than potential nonresidential uses. Approval of the request is also reasonable and in the public interest as the district requested is in harmony with existing zoning and land uses to the north and the site has access 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 # P20-63
Planning Board Meeting: January 21, 2021

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request for rezoning of one parcel located on the southwest side of Doc Bennett Road from M(P) Planned Industrial to R30 Residential. This request would allow the property owner to develop the property with a single residential dwelling. This is a conventional rezoning and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Gerald D. & James S. Pone (owners)

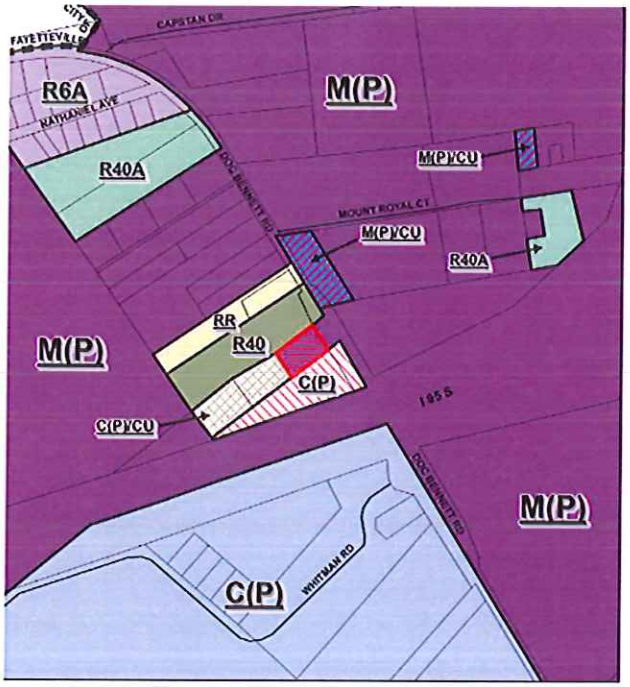
PROPERTY INFORMATION

ADDRESS/LOCATION: Southwest of SR 2212 (Doc Bennett Road) & north of Interstate 95; more specifically REID 0434959480000.

SIZE: This request includes one parcel totaling approximately 1 acre. The property has 154'+/- of street frontage along Doc Bennett Road. The property is 240'+/- in depth.

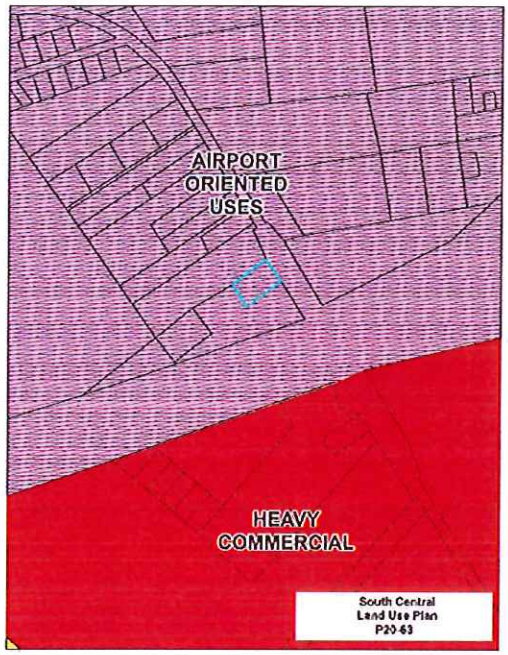
EXISTING LAND USE: The parcel is currently vacant.

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



DEVELOPMENT REVIEW: The property was legally created by deed in 1982 (Deed Bk. 2894, Pg. 143).

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There is also a religious worship activity and an inert debris landfill.



ZONING HISTORY: This property was initially zoned M(P) as part of the Area 6 initial zoning on March 15, 1979.

UTILITIES: The property is served by PWC water and private septic. There are no public sewer lines available. The property is not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, this parcel would be subject to R30 setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban". The South Central Land Use Plan (2015) designates this parcel as "Airport Oriented Uses". "Airport Oriented Uses" is intended to protect the Airport from unwanted encroachment, protect human life, and allow for future expansion. Uses allowed in the area must be compatible with other uses in area and do not impact the area negatively. Due to the request limiting the residential use to one dwelling, staff believes the **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject property sits on Doc Bennett Road which is identified as an existing thoroughfare in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan. The Average Daily Traffic Count (2018) on Doc Bennett Road is 1,500.

SCHOOLS CAP/ENROLL: Elizabeth Cashwell Elementary: 800/592; South View Middle: 900/674; South View High: 1800/1527

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's Office has reviewed the request and stated that all applicable fire departments access requirements must be met.

FAYETTEVILLE REGIONAL AIRPORT: The property is within the Airport Overlay District. Comments were requested via e-mail, none received.

STAFF RECOMMENDATION

In Case P20-63, the Planning & Inspections staff **recommends approval** of the rezoning request from M(P) Planned Industrial to R30 Residential and finds the request consistent with the South Central Land Use Plan (2015) designation of "Airport Oriented Uses". The "Airport Oriented Uses" designation is meant to protect the Airport from unwanted encroachment, protect human life and allow for further expansion. The site will be limited to a single-family dwelling unit or a similar residential use and would be less density/people on site than potential nonresidential uses. Approval of the request is also reasonable and in the public interest as the district requested is in harmony with existing zoning and land uses to the north and the site has access 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 Heavy Industrial to ~~Rural Residential~~ R30
2. Address of Property to be Rezoned: N/A
3. Location of Property: Doc Bennett Rd. Fay, NC 28306
   WEST SIDE OF DOC BENNETT RD.
4. Parcel Identification Number (PIN #) of subject property: 0434959480000
   (also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.00 Frontage: 153 ft. Depth: 245
6. Water Provider: Well: X PWC: _____ Other (name): Nothing
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 3089, Page(s) 685, 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: Residential
11. Do you own any property adjacent to or across the street from this property?
    Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

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.

JAMES S. POVE / GERALD D. POVE
NAME OF OWNER(S) (PRINT OR TYPE)

4634 U.S. Hwy 301S Hope Mills, NC - 28348
ADDRESS OF OWNER(S)

Cell: 910-322-4309

910-425-0252 — HOME TELEPHONE #

910-321-0500 — WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Bropove@AOL.Com
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

James S. Pove / [illegible]
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

NAME	ADDRESS	CITY
C J PEGRAM & SON INC	2503 WLMINGTON HWY	FAYETTEVILLE, NC 28306
MOUNT CALVARY MISSIONARY BAPTIST CHURCI	4320 DOC BENNETT RD	FAYETTEVILLE, NC 28306
PONE, JAMES STEPHEN	4634 S US 301 HWY	HOPE MILLS, NC 28348
SMITH, CATHERINE	4260 DOC BENNETT ROAD	FAYETTEVILLE, NC 28306

P20-63 FC

NAME	ADDRESS	CITY
ATKINS, EDWARD	1724 N LAFAYETTE AVE	BREMERTON, WA 98312
BARNHILL CONTRACTING CO	PO BOX 7948	ROCKY MOUNT, NC 27804
BRAGG, DOROTHY PLUNKETT;BRENDA TRUSTEES	1303 SMITH BAY CIR E	WILMINGTON, NC 28405
CRAWFORD, FAY LOUISE	115 N LABURNUM AVE 1	RICHMOND, VA 23223
CUMBERLAND SPEEDWAY CORP	PO BOX 53587	FAYETTEVILLE, NC 28305
DICKERSON REALTY CORP	PO BOX 5011	MONROE, NC 28111
DUMP & GO INC	PO BOX 6	HOPE MILLS, NC 28348
EVANS, FRED ELEE	6808 BRYANSTONE WAY	FAYETTEVILLE, NC 28314
EVANS, PETER R JR	562 ALLEGHANY RD	FAYETTEVILLE, NC 28304
GILMORE, GEORGE W;SERA	975 PAN DR	HOPE MILLS, NC 28348
GILMORE, STANLEY A	6179 TIMBERLAND DR	FAYETTEVILLE, NC 28314
GILMORE, WILLIE HEIRS JR	6593 VINEYARD DR	FAYETTEVILLE, NC 28304
GLINDEMAN, LAWRENCE S	5819 STONE RIDGE RD	FAYETTEVILLE, NC 28311
HALL, JOHN MASON JR	3517 BOONE TRL	FAYETTEVILLE, NC 28306
J E INVESTMENTS CO LLC	2495 WILMINGTON HWY	FAYETTEVILLE, NC 28306
MCINTOSH, LARRY D JR	4242 DOC BENNETT RD	FAYETTEVILLE, NC 28306
MURPHY, ALBERTA W;DOUGLAS, . TRUSTEES	1612 SANDY RUN RD	FAYETTEVILLE, NC 28306
PEGRAM, C J;SON, .	2503 WILMINGTON HWY	FAYETTEVILLE, NC 28306
PONE, JAMES STEPHEN;GERALD, .;DELEON, .	4634 S US 301 HWY	HOPE MILLS, NC 28348
SHAW, CATHERINE ANN	403 SCOTLAND DR	FAYETTEVILLE, NC 28304
SIMMONS, CORNEZ;WIFE	4256 DOC BENNETT RD	FAYETTEVILLE, NC 28306
STEWART, VINRESE H;SHACKERIA, .	4236 DOC BENNETT RD	FAYETTEVILLE, NC 28306
WEST, HARRY G;WEST, SHELIA HARRIS	585 OLD LANDING RD	MAXTON, NC 28364

P20-63 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

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910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
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CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P21-04

BACKGROUND

Case P21-04: Rezoning of 1.50+/- acres from C2(P) Planned Service and Retail/CZ Conditional Zoning for trades contractor activities to C2(P) Planned Service and Retail or to a more restrictive zoning district, located on the northwest side of SR 1243 (US Hwy 301 South), north of SR 1126 (Brooklyn Circle), submitted by Augustin Alvarez on behalf of AJD, LLC (owner) and George M. Rose (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail at the January 21, 2021 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 P21-04, the Planning & Inspections staff recommends approval of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". The "Heavy Commercial" designation allows for uses that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing zoning and land uses.

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

MOTION:

In Case P21-04, I move to approve the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and find the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". The "Heavy Commercial" designation allows for uses that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing zoning and land uses.

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 P21-04, I move to deny the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and find the request (consistent/not consistent) with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". Denial of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-04:** Rezoning of 1.50+/- acres from C2(P) Planned Service and Retail/CZ Conditional Zoning for trades contractor activities to C2(P) Planned Service and Retail or to a more restrictive zoning district, located on the northwest side of SR 1243 (US Hwy 301 South), north of SR 1126 (Brooklyn Circle), submitted by Augustin Alvarez on behalf of AJD, LLC (owner) and George M. Rose (agent).

ACTION: Recommended approval of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

In Case P21-04, the Planning & Inspections staff recommends approval of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". The "Heavy Commercial" designation allows for uses that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing zoning and land uses.

In Case P21-04, Vice-Chair Crumpler made a motion, seconded by Mr. Manning to recommend approval of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". The "Heavy Commercial" designation allows for uses that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing zoning and land uses. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

Cumberland County
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P21-04
Planning Board Meeting: January 21, 2021

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request for rezoning of two parcels located on the northwest side of US HWY 301 South from C2(P) Planned Service and Retail/CZ Conditional Zoning for trades contractor activities to C2(P) Planned Service and Retail. This request would remove the conditional zoning and allow the property owner to develop the properties with any permitted use in the C2(P) district. This is a conventional rezoning, and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: AJD, LLC (owner) & George M. Rose (agent)

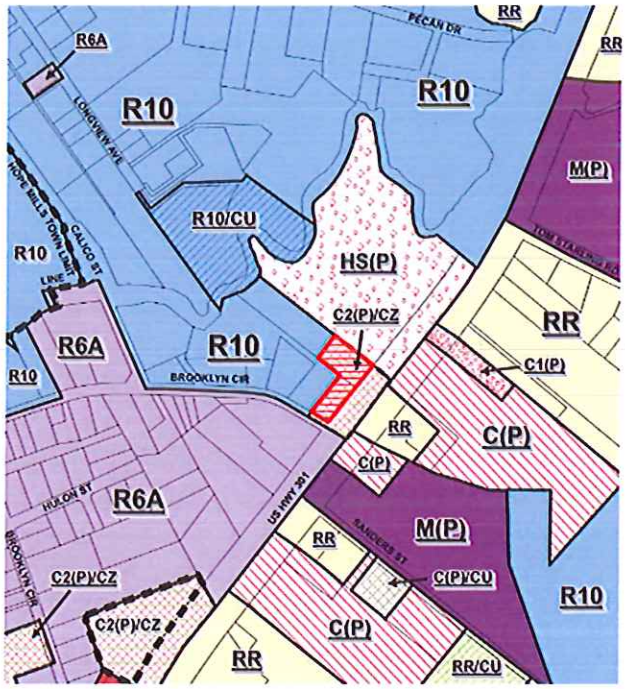
PROPERTY INFORMATION

ADDRESS/LOCATION Northwest side of SR 1243 (US Hwy 301 South), north of SR 1126 (Brooklyn Circle); more specifically REIDs 0424308458000 and a portion of 0424307813000.

SIZE: This request includes one whole parcel and a portion of a second parcel totaling approximately 1.50 acres. The properties have 383'+/- of street frontage along US HWY 301 South and are 260'+/- in depth.

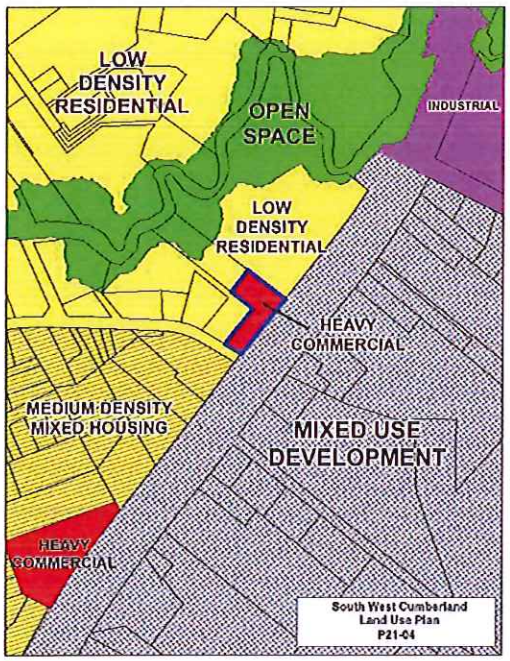
EXISTING LAND USE: The property is currently vacant.

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



DEVELOPMENT REVIEW: Site plan review required prior to permitting of commercial use. A recombination plat will be required. Subdivision review will be required if property owner decides to cut off residentially zoned portion of the larger tract.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There are also several nonresidential uses including a recreational vehicle park, a waste management site, and motor vehicle sales/repair.



ZONING HISTORY: These properties was initially zoned R10 as part of the Area 4 initial zoning on November 17, 1975. The properties were rezoned to C2(P)/CZ on March 18, 2019 (Case P19-05).

UTILITIES: The properties are served by PWC water and private septic. There are no public sewer lines available. The properties are not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, these parcels would be subject to C2(P) setbacks: Front yard: 50 foot, Side yard: 30 foot, Rear yard: 30 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban". The Southwest Cumberland Land Use Plan (2013) designates this area as "Heavy Commercial". The "Heavy Commercial" designation is shown on areas that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Strip commercial areas are recommended along portions of US Hwy 301 South. **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The subject properties are located at the intersection of US Highway 301 and Brooklyn Circle. US Highway 301 is identified as an expressway needing improvement and Brooklyn Circle is identified as a local road in the Metropolitan Transportation Plan. US Highway 301 is identified in the Transportation Improvement Plan as W-5519, safety improvements from NC 87 to NC 59. The project is under construction. The Average Daily Traffic Count (2018) on I-95 Bus/US 301 is 16,000.

SCHOOLS CAP/ENROLL: Gallberry Farm Elementary: 900/978; South View Middle: 900/674; South View High: 1800/1527

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's Office has reviewed the request and stated the following: 1. Ensure all fire department access requirements are met; 2. Submit building plans to include to scale site plan for review of new buildings; 3. Ensure emergency responder radio coverage is achieved.

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

STAFF RECOMMENDATION

In Case P21-04, the Planning & Inspections staff **recommends approval** of the rezoning request from C2(P) Planned Service and Retail/CZ Conditional Zoning to C2(P) Planned Service and Retail and finds the request consistent with the Southwest Cumberland Land Use Plan (2013) designation of "Heavy Commercial". The "Heavy Commercial" designation allows for uses that provide for the shopping needs of the immediate neighborhood, community, region, and the traveling public. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing zoning and land uses.

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 C2(P) C2 to C2(P)
2. Address of Property to be Rezoned: _____
3. Location of Property: INTERSECTION OF BROOKLYN CIRCLE AND US 301 SERVICE ROAD
4. Parcel Identification Number (PIN #) of subject property: 0424307813000 (also known as Tax ID Number or Property Tax ID) 0424308458000
5. Acreage: 1.50 Frontage: 381.58' Depth: 260.44'
6. Water Provider: Well: _____ PWC: ✓ Other (name): _____
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 10585, Page(s) 273, 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: RETAIL SALES OF RESTAURANT EQUIPMENT AND SUPPLIES
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.

AJO, LLC (AUGUSTIN ALVAREZ)

NAME OF OWNER(S) (PRINT OR TYPE)

1904 SKIBO ROAD FAYETTEVILLE, NC 28314

ADDRESS OF OWNER(S)

910-364-4778

HOME TELEPHONE #

910-864-0700

WORK TELEPHONE #

GEORGE M. ROSE

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

P.O. BOX 53441 FAYETTEVILLE, NC 28305

ADDRESS OF AGENT, ATTORNEY, APPLICANT

grose9295@gmail.com

E-MAIL

910-977-5822

HOME TELEPHONE #

910-485-5822

WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

NAME	ADDRESS	CITY
AJD LLC	1904 SKIBO RD	FAYETTEVILLE, NC 28314
BOWLES, DELIA D	4541 MARRACCO DR	HOPE MILLS, NC 28348
FORTE, DARRELL L	6063 GALLBERRY FARMS RD	HOPE MILLS, NC 28348
MENENDEZ, CONSUELO M;ESTEBAN, U	4555 MARRACCO DR	HOPE MILLS, NC 28348
RANDOLPH, HOWARD G;RANDOLPH, ANGELA R	905 JUDSON CHURCH RD	FAYETTEVILLE, NC 28312
RIDGEN, JOHN THOMAS;RIDGEN, JANET JOHNSON	114 BROOKLYN CIR	HOPE MILLS, NC 28348
STARLING, JAMES EUGENE;STARLING, ANNIE RUTH	146 TOM STARLING RD	FAYETTEVILLE, NC 28306
STRICKLAND, GEORGE B;STRICKLAND, BONNIE L	3701 WHITE HERON RUN	CHESAPEAKE, VA 23325
WILLIAMS, WAYNE D	4614 S US 301 HWY	HOPE MILLS, NC 28348

P21-04 FC

NAME	ADDRESS	CITY
BOSTICK, THOMAS LEE	118 SANDERS ST	HOPE MILLS, NC 28348
BROWN, JAMES H;DONNA	4348 LONGVIEW AVE	HOPE MILLS, NC 28348
BUIE, LINDA H;HUS, DANNY L	150 BROOKLYN CIR	HOPE MILLS, NC 28348
GARRISON, MARK	848 N RAINBOW BLV 2614	LAS VEGAS, NV 89107
HAIR, JERRY D; CYLINDA	5441 GALES ST	HOPE MILLS, NC 28348
HERRING, CHARLES H;CARO	334 W THIRD ST	PARKTON, NC 28371
HORNE, CRAIG ALLEN; SHARON MCLEOD	4447 MARRACCO DR	HOPE MILLS, NC 28348
JOHNSON, MARGIE M;JULIUS, C MATTHEWS LIFE ES	140 BROOKLYN CIR	HOPE MILLS, NC 28348
MCLEOD, SARAH L	4455 MARRACCO DR	HOPE MILLS, NC 28348
NAVE, COLIN T	4709 BUTLER NURSERY RD	FAYETTEVILLE, NC 28306
PONE, GERALD; BROXIE P	4634 S US 301 HWY	HOPE MILLS, NC 28348
ROGERS, JUSTIN D;ASHLEY	132 BROOKLYN CIR	HOPE MILLS, NC 28348
WASTE INDUSTRIES INC	3301 BENSON DR 601	RALEIGH, NC 27609

P21-04 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on February 15, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P20-47 rezoning 22.28+/- ac A1 to RR or more restrictive zoning intersection of Ava Rd & Beaver Dam Rd owner Carin Bunce

P20-51 rezoning 0.64+/- ac R6A to C2(P)/CZ mv sales or more restrictive zoning intersect of NC 59 & Betsy Ross Dr owner Fredrick Wallace

P20-63 rezoning 1+/- ac M(P) to R30 or more restrictive zoning sw side Doc Bennett Rd owner Gerald & James Pone

P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

P21-03 rezoning 2.06+/- ac A1 to R40A or more restrictive zoning 6524 Cedar Oaks Circle owner Vicki Liszewski

P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **2/4/2021**

SUBJECT: CASE P21-07

BACKGROUND

Case P21-07: Rezoning of 4.26+/- acres from C(P) Planned Commercial to RR Rural Residential or to a more restrictive zoning district, located at the southwest corner of the intersection of SR 1842 (Shelton Beard Road) and SR 1006 (Maxwell Road), submitted by Nicholas S. Harrell (owner) & James C. Long Jr. (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from C(P) Planned Commercial to RR Rural Residential at the January 21, 2021 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 P21-07, the Planning & Inspections staff recommends approval of the rezoning request from C(P) Planned Commercial to RR Rural Residential and finds the request consistent with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential" as it requires that any lot with this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

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 P21-07, I move to approve the rezoning request from C(P) Planned Commercial to RR Rural Residential and find the request consistent with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential" as it requires that any lot with this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding

existing land uses and zoning.

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 P21-07, I move to deny the rezoning request from C(P) Planned Commercial to RR Rural Residential and find the request (consistent/not consistent) with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential". Denial of the request is 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

FEBRUARY 4, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-07:** Rezoning of 4.26+/- acres from C(P) Planned Commercial to RR Rural Residential or to a more restrictive zoning district, located at the southwest corner of the intersection of SR 1842 (Shelton Beard Road) and SR 1006 (Maxwell Road), submitted by Nicholas S. Harrell (owner) & James C. Long Jr. (agent).

ACTION: Recommended approval of the rezoning request from C(P) Planned Commercial to RR Rural Residential at the January 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JANUARY 21, 2021

In Case P21-07, the Planning & Inspections staff recommends approval of the rezoning request from C(P) Planned Commercial to RR Rural Residential and finds the request consistent with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential" as it requires that any lot with this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

In Case P21-07, Vice-Chair Crumpler made a motion, seconded by Mr. Manning to recommend approval of the rezoning request from C(P) Planned Commercial to RR Rural Residential and finds the request consistent with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential" as it requires that any lot with this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning. 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 # P21-07
Planning Board Meeting: January 21, 2021

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST

This is a request for rezoning of two parcels located at the southwest corner of the intersection of Shelton Beard Road and Maxwell Road from C(P) Planned Commercial to RR Rural Residential. This would allow the property owner to develop the properties with residential uses. This is a conventional rezoning, and no conditions are proposed at this time.

OWNER/APPLICANT

OWNER/APPLICANT: Nicholas S. Harrell (owner) & James C. Long Jr. (agent)

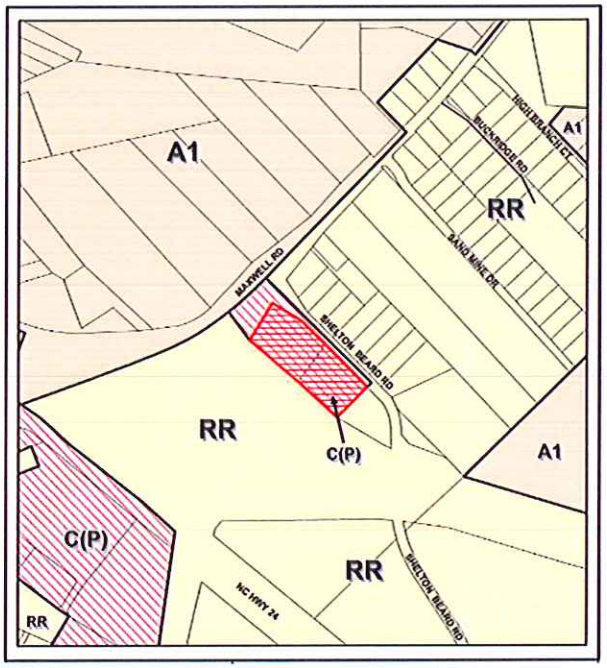
PROPERTY INFORMATION

ADDRESS/LOCATION: Southwest corner of the intersection of SR 1842 (Shelton Beard Road) and SR 1006 (Maxwell Road); more specifically REIDs 0476681929000 and 0476683786000

SIZE: This request includes two parcels totaling approximately 4.26 acres. The property has 739'+/- of street frontage along Shelton Beard Road and 250'+/- of street frontage along Maxwell Road. The properties are 257'+/- in depth.

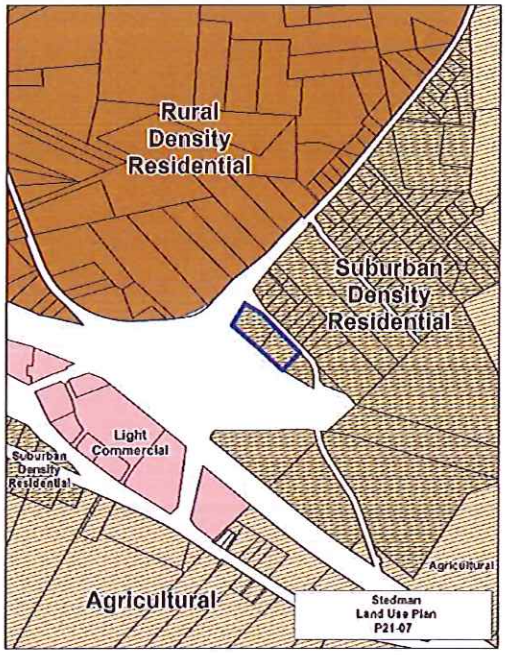
EXISTING LAND USE: The parcels are currently vacant.

OTHER SITE CHARACTERISTICS: The properties are not located within the watershed or the Special Flood Hazard Area. There are some hydric soils on the properties.



DEVELOPMENT REVIEW: These parcels were legally created in 1992 (Plat Bk. 78, Pg. 64). Should the rezoning be approved, a subdivision or group development review will be required before development.

SURROUNDING LAND USE: There are residential uses in the surrounding area including manufactures homes. There is also a livestock production operation.



ZONING HISTORY: The properties were initially zoned C(P) as part of the Area 20 initial zoning on September 3, 1996.

UTILITIES: The properties are served by PWC water and private septic. There are no public sewer lines available. The properties are not located within a water/sewer district.

MINIMUM YARD SETBACKS: If approved, these parcels would be subject to RR setbacks: Front yard: 30 foot, Side yard: 15 foot, Rear yard: 35 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban Fringe". The Stedman Land Use Plan (2020) designates these parcels as "Suburban Density Residential". The "Suburban Density Residential" allows for denser, neighborhood type residential developments with no more than one unit per 20,000 square feet. **Request is plan compliant.**

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITES

TRAFFIC: The Average Daily Traffic Count (2016) on Maxwell Road is 7,000.

SCHOOLS CAP/ENROLL: Armstrong Elementary: 450/404; Mac Williams Middle: 1270/1189; Cape Fear High: 1425/1427

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's Office has reviewed the request and stated that all applicable fire departments access requirements must be met.

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

STAFF RECOMMENDATION

In Case P21-07, the Planning & Inspections staff **recommends approval** of the rezoning request from C(P) Planned Commercial to RR Rural Residential and finds the request consistent with the Stedman Land Use Plan (2020) designation of "Suburban Density Residential" as it requires that any lot with this designation to be at least 20,000 square feet. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

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 CP Commercial to Rural Residential

2. Address of Property to be Rezoned: _____

3. Location of Property: Corner of Maxwell Rd + Shelton Beard Rd.

4. Parcel Identification Number (PIN #) of subject property: 0476-68-1929 + 0476-68-3786
(also known as Tax ID Number or Property Tax ID)

AM

4.26

5. Acreage: ± 4 acres Frontage: Appx 720' Depth: Appx 265'

6. Water Provider: Well: ✓ PWC: _____ Other (name): _____

7. Septage Provider: Septic Tank ✓ PWC _____

8. Deed Book 10878, Page(s) 0006, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).

9. Existing use of property: Vacant land

10. Proposed use(s) of the property: Residential houses

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.

Nicholas S. Harrell
NAME OF OWNER(S) (PRINT OR TYPE)

1270 Canady Pond Rd Hope Mills NC 28348
ADDRESS OF OWNER(S)

910 263-2285
HOME TELEPHONE #

WORK TELEPHONE #

James C. Long Jr.
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

5015 High Branch Ct. Stedman NC 28391
ADDRESS OF AGENT, ATTORNEY, APPLICANT

jlongjr4@aol.com
E-MAIL

910 624-0579
HOME TELEPHONE #

WORK TELEPHONE #

Nicholas S. Harrell
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

NAME	ADDRESS	CITY
EVANS, GAIL Z ;DELVIN, MCALLISTER	403 KETTERING RD	STEDMAN, NC 28391
EVANS, LEON LIFE ESTATE	4064 S NC 210 HWY	EASTOVER, NC 28312
FINDLEY, SUSAN M;KEVIN B	450 SHELTON BEARD RD	STEDMAN, NC 28391
GABBERT, RANDALL M; LINDA R	490 SHELTON BEARD RD	STEDMAN, NC 28391
GIENIEWSKI, BOGDAN B; ROBIN L	5195 HUMMINGBIRD PL	FAYETTEVILLE, NC 28312
HARRELL, NICHOLAS S.	1270 CANADY POND RD	HOPE MILLS, NC 28348
MELVIN, SONYA A	440 SHELTON BEARD RD	STEDMAN, NC 28391
MORRELL, JAMES	430 SHELTON BEARD RD	STEDMAN, NC 28391
MURRAY, PRISCILLA W HEIRS	470 SHELTON BEARD RD	STEDMAN, NC 28391
SKINNER, JASON; KRYSTLE E	444 SHELTON BEARD RD	STEDMAN, NC 28391
SKINNER, STEPHEN M;CAROLYN E	420 SHELTON BEARD RD	STEDMAN, NC 28391
STRICKLAND, CONNIE J.PAMELA J.	6017 IVERLEIGH CIR	FAYETTEVILLE, NC 28311
TEW FAMILY LLC	902 LINDA AVE	FAYETTEVILLE, NC 28306

P21-07 FC

NAME	ADDRESS	CITY
BAREFOOT, GLENDA	5017 SAND MINE RD	STEDMAN, NC 28391
BEARD, S P HEIRS	3811 LUNCESTON WAY 202	RALEIGH, NC 27613
BOAHN, DAVID SCOTT	5315 LUMMIE RD	STEDMAN, NC 28391
BULLARD, DEREK K;KAROLINE, SUTTON	4925 SAND MINE DR	STEDMAN, NC 28391
DALTON, DANNY ALAN	PO BOX 310	STEDMAN, NC 28391
DAVIS, BILLY L	5025 SAND MINE DR	STEDMAN, NC 28391
DOUGLAS, RUTH	4921 SAND MINE DR	STEDMAN, NC 28391
ELICKER, TIMOTHY P	3708 MARANATHA DR	HOPE MILLS, NC 28348
ESTEBAN, SERGIO ORTIZ	4905 SAND MINE DR	STEDMAN, NC 28391
EVANS, WOODROW	507 ROUNDVIEW RD	BALTIMORE, MD 21225
FAULKNER, REBECCA A; DANIEL P	9 CHERRY HILL RD	GRAFTON, NH 03240
GRAHAM, CALVIN JR;ERNESTENE S	662 CARL FREEMAN RD	STEDMAN, NC 28391
GREENWADE, RICKY D HEIRS	4121 FULTON ST	FAYETTEVILLE, NC 28312
HEFLIN, TIMOTHY W	1749 DOBBIN HOLMES RD	EASTOVER, NC 28312
HUEFNER, PAUL A;, DORIS	4913 SAND MINE RD	STEDMAN, NC 28391
JAMES, ALAN C;J DEBRA	5021 SANDMINE DR	STEDMAN, NC 28391
LEWIS, GERALDYNE O	PO BOX 2661	LUMBERTON, NC 28359
LUCAS, SHARON E	7929 LESTER DR	FAYETTEVILLE, NC 28311
MALLOY, EVA MAE;GEORGE, A YOUNG	PO BOX 2015	LELAND, NC 28451
MALLOY, MARILYN ROSE	5085 MAXWELL RD	STEDMAN, NC 28391
MALLOY, ROBERT	5045 MAXWELL RD	STEDMAN, NC 28391
MARTIN, PAUL K;KRISTEN, J	4917 SAND MINE RD	STEDMAN, NC 28391
MATTHEWS, SANDRA	5030 MAXWELL RD	STEDMAN, NC 28391
N C DEPT OF TRANSPORTATION	1546 MAIL SERVICE CTR	RALEIGH, NC 27699
PREMIUM STANDARD FARMS OF NC INC	PO BOX 856	WARSAW, NC 28398
SHULSE, STEVEN E; KIM	5005 SAND MINE DR	STEDMAN, NC 28391
STRICKLAND, JOSEPH T; BETTY H	PO BOX 2273	FAYETTEVILLE, NC 28302
WHITEHEAD, NANCY L	410 SHELTON BEARD RD	STEDMAN, NC 28391
WILLIAMS, LARRY A	PO BOX 238	STEDMAN, NC 28391

P21-07 3RD

FAYETTEVILLE PUBLISHING COMPANY
458 Whitfield Street, Fayetteville, NC 28306
Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

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P21-01 rezoning 30.10+/- ac A1 to R40/CZ 26 lot zll sub or more restrictive zoning 2647 & 2673 Wade Stedman Rd owners James & Beverly Fisher

P21-03 rezoning 2.06+/- ac A1 to R40A or more restrictive zoning 6524 Cedar Oaks Circle owner Vicki Liszewski

P21-04 rezoning 1.50+/- ac C2(P)/CZ trade contractor to C2(P) or more restrictive zoning nw side US Hwy 301 S owner AJD, LLC

P21-07 rezoning 4.26+/- ac C(P) to RR or more restrictive zoning intersection of Shelton Beard Rd & Maxwell Rd owner Nicholas Harrell

2/2, 9 5235222

Ad Order Number
0005235222

Sales Rep.
0090

Order Taker
0001

Order Source
Telephone

Order Invoice Text
CCBoC - 2/15/21 meeting

Customer
CUMB CO JOINT PLANNING

Customer Account
003661000

Customer Address
130 Gillespie Street,Attn: Laverne Howard,
FAYETTEVILLE NC 28301 USA

Customer Phone
910-678-7600

Payor Customer
CUMB CO JOINT PLANNING

Payor Account
003661000

Payor Address
130 Gillespie Street,Attn: Laverne How
FAYETTEVILLE NC 28301 USA

Payor Phone
910-678-7600

PO Number

Ordered By

Customer Fax
910-678-7631

Customer EMail
lhoward@co.cumberland.nc.us

Special Pricing
None

Net Amount	Tax Amount	Total Amount	Amount Due
$295.62	$0.00	$295.62	$295.62

Payment Method	Payment Amount
	$0.00

Ad Number	Ad Type	Ad Size	Color
0005235222-01	CL Legal Line	: 1.0 X 39 cl	<NONE>

Product	Placement/Classification	Run Dates	# Inserts	Cost
FO::	401 - Legals	2/2/2021, 2/9/2021	2	$283.92
OL::	401 - Legals	2/2/2021, 2/9/2021	2	$11.70

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **IVONNE MENDEZ, ACCOUNTING SUPERVISOR**

DATE: **2/11/2021**

SUBJECT: **CONSIDERATION OF FORMAL BID AWARD FOR AN ELECTRONIC HEALTH RECORD (EHR) SYSTEM FOR THE CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH**

BACKGROUND

A Request for Proposals (RFP) was issued for a comprehensive Electronic Health Record (EHR) solution to support clinical and ancillary operations at the Department of Public Health. Proposals were received and evaluated. The evaluation results determined that CureMD.COM, Inc. offers the best overall value to the County. CureMD.COM, Inc. is proposing a three-year agreement at a first year cost of $109,963 and an annual recurring cost of $47,844. Capital Improvement Fund (CIF) funds in the amount of $400,000 were appropriated in the fiscal year 2021 budget for the overall project cost. This recommendation is only for the software purchase and implementation.

This item was presented by Deputy County Manager, Duane Holder, during the February 11, 2021 Agenda Session meeting. There was not unanimous Board of Commissioner approval to move this item forward as a consent agenda item, therefore it is being presented as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend awarding RFP 19-16-IS II to CureMD.COM, Inc. based on the best overall value standard of award
established by North Carolina General Statute 143-129.8 (b) (2).

ATTACHMENTS:

Description	Type
EHR Bid Award Supporting Documentation	Backup Material

Formal Bid Award Request

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

Date: 09 December 2020 **Department:** Information Services (IS) Technology

Bid Description (If additional space necessary, may attach a separate sheet): Electronic Health Record System for the Department of Public Health

Amount of Bid Award (or estimated contract amount): $109,963.00 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $400,00.00 **Original Budget (Y/N):** N **or Budget Revision #:** 210024

Budget Line: Org. 1074187 **Object Code:** 522501

Department Bid Award Recommendation (specify the vendor):

CureMD Healthcare Corporation

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

Based on evaluations, this vendor offered the best overall value to the County.

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

Recommended By: _____
Department Head

Reviewed and Accepted By:

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

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑ 1-19-21 Meeting

Vicki Evans Date: 1/7/21
Finance Director (**Please see question below**)

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

Amanda Bullard Date: 1-6-21
County Purchasing Manager

Amy Cannon Date: 1/10/21
County Manager (**Please see question below**)

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

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

Revised 1/14/2020

RFP 19-16-IS II Health Department Electronic Health Records (EHR) Evaluation Scoresheet Highest Possible Ranking is 1				
Vendors	**Functional Requirements (Ranking 1-6)**	**Product Cost (Ranking 1-6)**	**Average (Ranking)**	**Comments**
CureMD Healthcare, Inc.	1	2	1.5	CureMD Healthcare functional requirement responses does meet the needs of Cumberland County Department of Public Health. The cost is within budget.
KAS Adaptive Solutions, LLC	4	5	4.5	KAS Adaptive functional requirement responses did not meet the needs of Cumberland County Department of Public Health. The cost exceeded the budget.
Meditab Software Inc.	6	1	3.5	Meditab Software functional requirement responses did not meet the needs of Cumberland County Department of Public Health. The cost is within budget.
Millennium Enterprise Corporation	3	6	4.5	Millennium Enterprise functional requirement responses does meet the needs of Cumberland County Department of Public Health. The cost exceeded the budget.
Netsmart Technologies, Inc.	5	4	4.5	Netsmart Technologies functional requirement responses did not meet the needs of Cumberland County Department of Public Health. The cost is within budget.
Patagonia Health, Inc.	2	3	2.5	Patagonia Health functional requirement responses does meet the needs of Cumberland County Department of Public Health. The cost is within budget.

RFP 19-16-IS II Electronic Health Record System
Cost Analysis
Year-1 Cost

Vendor	Implementation Cost	Monthly Recurring Cost	Annual Maintenance and Support	Total Annual Recurring Costs for Year-1 (Monthly Recurring * 12 + Annual Maintenance)	Total Investment Year-1
CureMD (CureCloud Hosted)	$ 62,119.00	$ 3,987.00	$ -	$ 47,844.00	$ 109,963.00
Meditab Software, Inc.	$ 60,500.00	$ 3,950.00	$ -	$ 47,400.00	$ 107,900.00
*Patagonia	$ 89,900.00	$ 9,900.00	$ -	$ 99,000.00	$ 188,900.00
*Patagonia with Optional Items	$ 62,000.00	$ 625.00	$ -	$ 6,250.00	$ 68,250.00
Patagonia Combined	**$ 151,900.00**	**$ 10,525.00**	**$ -**	**$ 105,250.00**	**$ 257,150.00**
NetSmart Insight (mylnsight)	$ 291,325.00	$ 6,454.39	$ -	$ 77,452.69	$ 368,777.69
NetSmart Insight (mylnsight) Add-Ons	$ 335,300.00	$ 15,908.33	$ -	$ 190,900.00	$ 526,200.00
NetSmart Combined	**$ 626,625.00**	**$ 22,362.72**	**$ -**	**$ 268,352.69**	**$ 894,977.69**
KAS Adaptive Solutions	$ 1,095,540.00	$ -	$ 25,000.00	$ 25,000.00	$ 1,120,540.00
Millennium Enterprise/GE Centricity (Cloud)	$ 637,349.17	$ 65,707.84	$ -	$ 788,494.08	$ 1,425,843.25

*Patagonia is *10 months because the first two months are free.

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **2/11/2021**

SUBJECT: **CONSIDERATION OF DIVERSITY, EQUITY & INCLUSION (DEI) EXECUTIVE STEERING COMMITTEE ALTERNATIVE HOLIDAY SCHEDULE RECOMMENDATION**

BACKGROUND

During the August 13, 2020 Board of Commissioners' Agenda Session, Commissioner Keefe introduced a proposed County Policy on Religious and Celebratory Holidays. The purpose of the newly proposed policy was to be more inclusive and to better allow staff to prioritize their individual days of observance. By unanimous vote, the Board agreed to send the policy proposal to the newly formed Diversity, Equity and Inclusion (DEI) Advisory Committee for review and recommendation.

The DEI Advisory Committee initiated review of the policy proposal in October and continued their work through November. In December, the Committee reached consensus to forward two policy options for consideration to the DEI Executive Steering Committee. As a reminder, the DEI Executive Steering Committee is inclusive of the County Manager, Deputy County Manager, Assistant County Manager, General Managers/Co-Conveners and Administrative Support to the Committee. The DEI Advisory Committee Charter states: "The CCDEI Advisory Committee will recommend actions, under the conditions of the charter, to the Executive Steering Committee.".

A summary of the DEI Advisory Committee's review and recommendations are attached for the Board's information. Based on the Committee's proposed options, it is the recommendation of the Executive Steering Committee to keep the current County Holiday Schedule and add one floating day (for a total of 13 holidays). This modification to the existing County Holiday Schedule preserves traditional holiday schedules, remains in alignment with State holiday schedules, and allows for individual flexibility in the observance of a holiday of the individual employee's choosing.

If approved, the current County Holiday Schedule would be amended as of the date of approval.

This item was presented and discussed at the Board's February 11, 2021 Agenda Session. This item is presented under the Board's Items of Business since the motion to move forward was not unanimous.

RECOMMENDATION / PROPOSED ACTION

Approve the addition of one "floating" holiday to the existing County Holiday Schedule, effective as of the date of approval, that may be used at an employee's discretion, taken on a day they choose, pending supervisor approval.

ATTACHMENTS:

Description	Type
DEI Holiday Schedule Review & Recommendations	Backup Material

CUMBERLAND COUNTY
NORTH CAROLINA

Diversity, Equity and Inclusion (DEI) Advisory Committee

County Holiday Schedule

DEI Committee Recommendations to the Executive Steering Committee
December 15, 2020

A proposed change in the current County Holiday Schedule was presented to the Board of Commissioners for their consideration on August 13, 2020. The Board of Commissioners referred the matter to the DEI Advisory Committee. Beginning in October 2020 through November 2020, the DEI Advisory Committee met and split the large committee into workgroups to facilitate discussions with the objective of making a recommendation to the DEI Executive Steering Committee. Various DEI Advisory Committee members reviewed national holiday schedules, engaged county employees and leadership, and conducted surveys within their departments.

As a result of this work, the DEI Advisory Committee does not recommend changing the current County Holiday Schedule to the proposed County Holiday Schedule presented (PowerPoint-8 static holidays/4 floating holidays) to the Board of Commissioners on August 13th based on the following reasons:

- County being open for business is not practical, the committee suspect a lot of people will take off on those particular days and the public may not utilize our services on those days
- Current time off coincides with other facilities (Fort Bragg, schools, etc.)
- Extra days allow for travel time
- Personal Celebration Days are not inclusive
- Proposes challenges who gets time off & who works

An additional meeting was held on December 15, 2020. Consensus was reached during that meeting to recommend the following options for consideration to the Executive Steering Committee as follows:

- Keep the current County Holiday Schedule but change the names of religious holidays (example – change “Christmas” to “Winter Holiday") and either
    - add one floating day (for a total of 13 holidays), OR
    - take away Good Friday to add one floating day.

- Maintain twelve (12) paid County holidays:

  Ten (10) of these would remain static and would be consistent throughout Cumberland County Government:

  1) January 1 - New Year’s Day
  2) Martin Luther King, Jr. Day
  3) Memorial Day
  4) July 4 - Independence Day
  5) Labor Day
  6) November 11 - Veterans’ Day
  7) Thanksgiving

8) Day after Thanksgiving
9) December 25th – Christmas Day
10) December 26th – Day after Christmas

Two (2) of these will be "floating" holidays to be administered as follows:

1) Current employees receive two per year. Newly hired employees hired before July 1 will receive a floating holiday to be used between January 1 and June 30 and one to be used between July 1 and December 31; newly hired employees hired July 1 or after will receive one floating holiday to be used between July 1 and December 31.
2) Current employees shall request their two floating holidays by December 15th for the very next calendar year to allow for supervisors and department heads to plan; newly hired employees will make their request during onboarding.
3) Department heads must approve the employees' requested holidays in advance of being taken.
4) It is mandatory for all employees to take their approved floating holidays each year.
5) Upon termination or end of year, floating holidays will not be paid or carried forward.

On the current holidays of Good Friday and Christmas Eve, County will be open to the public but at a decreased capacity. Some services may not be available to the public on those days. In all cases, if the day of the holiday falls on a Saturday, the holiday will be recognized on the preceding Friday; if the holiday falls on a Sunday, the holiday will be recognized on the following Monday.

The DEI Advisory Committee acknowledges that additional research and work is needed to implement a fully diverse, equitable, and inclusive County Holiday Schedule but believes any of the recommended options could be the beginning steps toward a more diverse, equitable and inclusive County Holiday Schedule.

Submitted on behalf of the DEI Advisory Committee:
Vicki Evans, Co-Convener/General Manager
Brenda Jackson, Co-Convener/General Manager
Cheribeth Thomas, Support Staff/County Public Info. Office

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TRACY JACKSON, ASSISTANT COUNTY MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

DATE: **2/12/2021**

SUBJECT: **CONSIDERATION OF WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS, LLC, FOR RUFUS JOHNSON ROAD SUBDIVISION**

BACKGROUND

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a twenty-one-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 1961 feet of 8-inch water line with twenty-one individual 3/4-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 Southpoint water system has enough capacity to serve these additional lots and maintain the capacity needed for current customers that are paying the monthly availability fee but are not connected to the system plus enough capacity to cover any spikes in the daily demand.

The County Attorney has reviewed the attached Utility Service Agreement.

RECOMMENDATION / PROPOSED ACTION

This item was presented to the Board of Commissioners at their February 11, 2021 Agenda Session. The Board approved this item to move forward to the February 15, 2021 Board of Commissioners agenda, and the Gray's Creek Water and Sewer District Governing Board agenda, as a consent item. Staff recommends approval of the request.

ATTACHMENTS:

Description	Type
Agreement	Backup Material

NORTH CAROLINA
CUMBERLAND COUNTY **AGREEMENT FOR UTILITY SERVICE(S)**

THIS AGREEMENT, made this _____ day of _____, 2021, 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)

_X_ 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 Exhibit "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.

SPECIAL CONDITIONS:

As a specific condition of approving the connection of the project to DISTRICT'S water system serving the South Point Subdivision, APPLICANT must include the following notice on the face of the recorded plat of Rufus Johnson Road Subdivision as approved by the Cumberland County Planning Director and as used for the conveyance of the lots shown on the plat:

NOTICE OF POTENIAL CONTAMINATION

The public water serving the lots shown on this plat is groundwater obtained from a well or wells that may be or may become contaminated with PFAS, GENX, and other chemicals that the North Carolina Department of Environmental Quality has found present in the groundwater in a large area surrounding the Chemours chemical manufacturing facility located at the common border of Cumberland and Bladen Counties. Gray's Creek Water and Sewer District does not control the treatment of this public water and cannot remediate any contamination.

_____

Cumberland County Planning Director

This notice must be displayed on the plat in a manner that is readily visible upon inspection and signed by the Cumberland County Planning Director. No connection shall be made to the DISTRICT'S water system for any lot shown on this plat unless this notice is shown on the plat and approved by the Planning Director.

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, Managing Member

WITNESS:

_____
Name, Title

Gray's Creek Water and Sewer District

BY: _____
Charles Evans, Chairman

WITNESS:

_____
Candice White, Clerk to the Board

APPROVED for Legal Sufficiency

_____
Rickey L. Moorefield, County Attorney
Attorney for Gray's Creek Water and Sewer District

Exhibit "I" Project Summary

Project: Rufus Johnson Road Subdivision

Engineer: 4D Site Solutions Inc.

Developer: JFJ III Investments, LLC

PIN: 0339-26-2286, 0339-26-2697

Asset Summary

1961 LF 8" PVC waterline

Project Highlights

Project description/location goes here.

Extend a new waterline along the west side of Rufus Johnson Road from its intersection with Chickenfoot Road 1961 LF north to serve 21 parcels.

EXHIBIT "II"

STATEMENT OF TOTAL PROJECT COST

Developer/Applicant JFJ III Investments, LLC

Contractor _____

Project Name/Loc Rufus Johnson Road Subdivision

Pipe Supplier _____

Completion Date March 2021

Engineer 4D Site Solutions Inc.

WATER

1961	feet of	8	inch water main	
	feet of		inch water main	
	feet of		inch water main	
	-		inch domestic water lateral(s)	
			Total water distribution*	$
Mains greater than 12"				
	feet of		inch water main	
21	feet of	3/4	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	18,450
[ ]	* Percentage of Project Cost	
	Other (list detail)	
	Total project cost	$

Comments: _____

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

Signature* Date

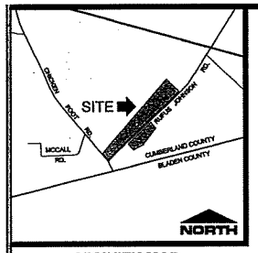
** Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District*

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

Exhibit "III" - Water Utility Extension Map

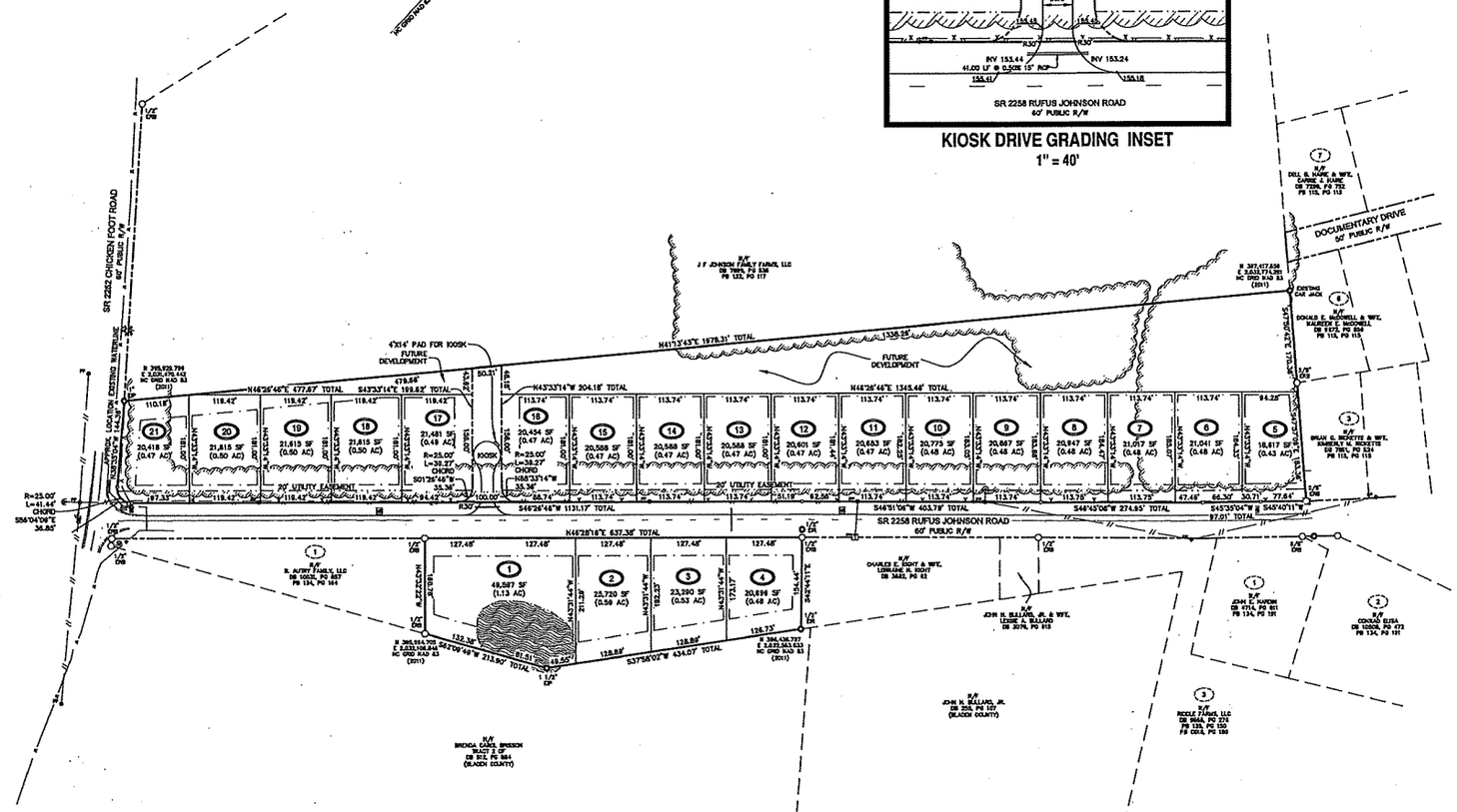
SITE NOTES

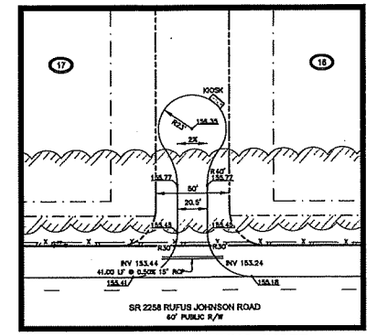
1. EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
2. ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
3. HANDICAP RAMPS, SIGNAGE AND PARKING SPACES SHALL BE PROVIDED BY THE CONTRACTOR AND INSTALLED PER FEDERAL ADA AND LOCAL REQUIREMENTS.
4. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
5. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
6. ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER CUMBERLAND COUNTY AND STATE REGULATIONS.



VICINITY MAP
NOT TO SCALE

LEGEND:
- EIP–EXISTING IRON PIPE
- EIR–EXISTING IRON ROD
- ERS–EXISTING REBAR
- COMPUTED POINT
- H/F – HOME OR FORMERLY
- R/W – RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- TIE LINE
- RIGHT-OF-WAY
- SETBACK LINE
- STORM DRAINAGE
- OVERHEAD UTILITY
- EDGE OF POND
- FENCE LINE
- TREE LINE
- SIGN
- MAILBOX
- UTILITY POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- WATER MANHOLE





KIOSK DRIVE GRADING INSET
1" = 40'

SITE DATA

DEVELOPER	FRANKLIN JOHNSON
MAILING ADDRESS	231 FAIRWAY DRIVE
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28305
PIN NUMBER	0339-16-2284 & 0339-26-2997
TOTAL SITE AREA	641,248 SF (14.72 AC)
AREA TO BE DEVELOPED	641,248 SF (14.72 AC)
CURRENT ZONING	A1
PROPOSED ZONING	R40
EXISTING USE	UNDEVELOPED
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
PROPOSED BUILDING LOTS	21
DISTURBED/DEMOLISED AREA	1.8 ACRES
SETBACKS REQUIRED:	R40
FRONT	30 FT
SIDE	15 FT
REAR	35 FT

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

4Dsite solutions
civil engineering | land surveying
408 Chicago Drive, Suite 123, Fayetteville, NC 28306
office | 910-426-6777 fax | 910-426-6777 license number | C-4554
www.4Dsitesolutions.com

NORTH CAROLINA PROFESSIONAL SEAL 4757 LAND SURVEYOR DEAN R. BEEBER

11-19-20

REVISIONS

PROJECT NAME

RUFUS JOHNSON ROAD SUBDIVISION (ZERO LOT LINE)

SITE PLAN

CLIENT

FRANKLIN JOHNSON

231 Fairway Drive
Fayetteville, North Carolina 28305
Phone: (910) 864-2628

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1987

DRAWING SCALE

HORIZONTAL: 1"=100'

DATE RELEASED

NOVEMBER 19, 2020

SHEET NUMBER

C-2.0

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **2/12/2021**

SUBJECT: **CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL (6 VACANCIES)**

BACKGROUND

The Cumberland County Juvenile Crime Prevention Council (JCPC) has the following six (6) vacancies:

Substance Abuse Professional:
Stephanie Dixon – completing first term on February 28, 2021.
Eligible for reappointment.
Ms. Dixon indicated she is willing to serve a second term. (See attached)

Member of Public Representing Interests of Families of At-Risk Individuals:
S. Rowe – Resigned. The Cumberland County Juvenile Crime Prevention Council recommends **Mariamarta Conrad.** (See attached)

Person Under Age 21:
Trenton Hightower – completed first term. Eligible for reappointment.
Mr. Hightower indicated he is willing to serve a second term. (See attached)

Juvenile Defense Attorney:
Michael Fiala – completed first term. Eligible for reappointment.
Mr. Fialia indicated he is willing to serve a second term. (See attached)

At-Large Representatives:
Dr. Antonio Jones – completed first term. Eligible for reappointment.
Dr. Jones indicated he is willing to serve a second term. (See attached)

Dr. Mark Kendrick – completing first term on April 30, 2021. Eligible for reappointment.

Dr. Kendrick indicated he is willing to serve a second term. (See attached)

I have attached the current membership roster and applicant list.

RECOMMENDATION / PROPOSED ACTION

Make nominations to fill the six (6) vacancies above.

ATTACHMENTS:

Description	Type
CC JCPC Nomination Backup Information	Backup Material

Cumberland County Juvenile Crime Prevention Council

The purpose of the Cumberland County Juvenile Crime Prevention Council is to help prevent at-risk juveniles from delinquency. Develop community-based delinquency alternatives to training schools and to provide community-based delinquency and substance abuse prevention strategies and programs. Provide non-institutional dispositional alternatives that will protect the community and the juveniles. Plan and organize programs in partnership with the state.

Statutory Authorization: NCGS 147-33.49

Member Specifications:

26 Members with Specific Categories:

- Local School Superintendent or designee (1)
- Chief of Police (1)
- Local Sheriff (1)
- District Attorney or designee (1)
- Chief Court Counselor or designee (1)
- Director of Mental Health or designee (1)
- Director of Social Services or designee (1)
- County Manager or designee (1)
- Substance Abuse Professional (1)
- Member of Faith Community (1)
- County Commissioner (1)
- Person under 18 (1)
- Juvenile Defense Attorney (1)
- Chief District Court Judge or designee judge (1)
- Member of Business (1)
- Health Director or designee (1)
- United Way or nonprofit (1)
- Parks and Recreation Representative (1)
- At-Large Members (Maximum of 7)
- Non-Voting Member (1)

Term: 2 Years

Compensation: None

Duties:

- Annual review of the needs of juveniles in the county who are at-risk or who have been adjudicated. Council shall develop a request for proposal process and submit to the County Commissioners a written plan of expenditures. Upon the County's authorization, the plan must be approved by the Office;

- Ensure appropriate community based intermediate dispositions for adjudicated juveniles are available, pursuant to minimum standards set by the Office; and
- Perform the following on an ongoing basis:
    1. Assess needs of juveniles in the community, evaluate resources, plan for unmet needs;
    2. Evaluate performance of juvenile services/programs as a condition of continued funding of programs;
    3. Increase public awareness causes of delinquency and prevention efforts;
    4. Develop intervention strategies and risk assessments for at-risk youth;
    5. Provide funds for services: treatment/counseling/parenting/rehabilitation;
    6. Plan permanent funding streams for delinquency prevention programs.

Meetings: Second Wednesday of each month at 1:15 PM. Meetings are normally one to two hours in length.

Meeting Location: Cumberland County CommuniCare, Conference Room 109 Bradford Ave

Kellie Beam

Subject: FW: JCPC Council Nomination for February 15, 2021 BOC Meeting

Importance: High

From: Cindy Tucker <ctucker@co.cumberland.nc.us>
Sent: Thursday, February 11, 2021 12:26 PM
To: Kellie Beam <kbeam@co.cumberland.nc.us>
Cc: Glenn B. Adams <gadams@co.cumberland.nc.us>; Glenn Adams (glenn.adams@abb-law.com) <glenn.adams@abb-law.com>; 'drjonesa@gmail.com' <drjonesa@gmail.com>; Nichelle D. Gaines <ndgaines@co.cumberland.nc.us>; Cindy Tucker <ctucker@co.cumberland.nc.us>
Subject: JCPC Council Nomination for February 15, 2021 BOC Meeting
Importance: High

Good Afternoon Kellie –

Please add the following to the February 15, 2021 Board of Commissioners Agenda for Nomination and then on the March 1, 2021 Agenda for Appointment.

The JCPC Council approved the following Nomination at their February 10, 2021 meeting:

Under 21 Seat, or Member of the Public Representing the Interests of Families of At-Risk Seat – Mariamarta Conrad

Also, please put the following on the next agendas (February 15 and March 1): All have agreed to serve.

Dr. Antonio Jones – January 31, 2021 (Eligible for One - 2 Year Term)

Mike Fiala – January 31, 2021 (Eligible for One - 2 Year Term)

Stephanie Dixon – February 28, 2021 (Eligible for One – 2 Year Term)

Trenton Hightower – December 31, 2020 (Filled an Unexpired Term – Eligible for Two – 2 Year Terms)

Dr. Mark Kendrick – April 30, 2021 (Eligible for One – 2 Year Term)

Thank You,

CUMBERLAND COUNTY
JUVENILE CRIME PREVENTION COUNCIL
(Two-year terms)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Local School Superintendent or designee				
Bruce Morrison Cumberland County Schools P.O. Box 2357 Fayetteville, North Carolina 28302 Phone: 678-2495	1/12			
Chief of Police or designee				
Lt. Mike Petti Fayetteville Police Department 467 Hay Street Phone: 433-1910	3/15			
Local Sheriff or designee				
Ssg. Maura Laney Cumberland County Sheriff's Office 131 Dick Street Fayetteville, North Carolina 28301 Phone: 677-5474	11/20			
District Attorney or designee				
Brandy Brutsch Assistant District Attorney District Attorney's Office 117 Dick Street, Suite 427 Fayetteville, North Carolina 28301 Phone: 678-2915	10/17			
Chief Court Counselor or designee				
Jason Hunter Department of Juvenile Justice P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 321-3712	8/19			
Mental Health Representative or designee				
Tina Higgs Alliance Health – Community Relations, Court Liaison 711 Executive Place Fayetteville, North Carolina 28305 910-491-4794	04/14			

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Director of Social Services or designee				
Natasha Tomlinson Cumberland County Department of Social Services P.O. Box 2429 Fayetteville, North Carolina 28302-2429 Phone: 321-6459	11/17			
County Manager or designee				
Duane Holder Assistant County Manager Cumberland County Courthouse P.O. Box 1829 Fayetteville, North Carolina 28302-1829 Phone: 678-7725	10/17			
Chief District Judge or designee				
Judge Toni King P.O. Box 363 Fayetteville, North Carolina 28302 Phone: 678-2901	1/21			
Health Director or designee				
Dr. Jennifer Green 1235 Ramsey Street Fayetteville, North Carolina 28301 Phone: 433-3783	10/20			
Parks and Recreation Representative				
Crystal Glover City of Fayetteville Parks and Recreation Dept. 433 Hay Street Fayetteville, North Carolina 28301 Phone: 433-1547	10/20			
County Commissioner				
Glenn Adams P.O. Box 1829 Fayetteville, NC 28302-1829 Phone: 678-7771	3/15			

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Substance Abuse Professional				
Stephanie Dixon Carolina Treatment Center 1664 Wellons Drive Fayetteville, NC 28304 366-2613/864-8739	2/19	1st	Feb/21 2/28/21	Yes
Member of Faith Community				
Gregory L. Davis 3419 Bayham Ct Fayetteville, NC 28304 491-7080/678-270-0226/570-6466 Gzusiz1st@hotmail.com	1/21	1st	Jan/23 1/31/23	Yes
Person Under Age 18				
Trenton Hightower 165 Wolfpoint Drive Fayetteville, NC 28311 910-850-2249 Trentonhightower2004@gmail.com	11/19	1st	Dec/20 12/31/20	Yes
	(serving unexpired term; eligible for two additional terms)			
VACANT (Vacated by S. Rowe)	1/19	1st	Oct/20 10/31/20	Yes
Juvenile Defense Attorney				
Michael Fiala 6213 Castlebrooke Lane Linden, NC 28356 910-988-6907 Mike.fiala@smithdickey.com	1/19	1st	Jan/21 1/31/21	Yes
Member of Business Community				
Dwight E. Palmer Jr. 1139 Helmsley Drive Fayetteville, NC 28314 868-2575/476-0799/892-6405 depalmerjr@yahoo.com	1/21	1st	Jan/23 1/31/23	Yes
United Way or Non-Profit				
Amy Navejas 3496 Thamesford Rd Fayetteville, NC 28311 910-964-0171 Amynavejas@gmail.com	1/21	1st	Jan/23 1/31/23	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
At Large Representatives				
Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 536-3886/491-4816 tegardner@alliancehealthplan.org	11/19	1st	Nov/21 11/30/21	Yes
Dr. Antonio Jones 505 Platinum Street Fayetteville, NC 28311 302-0057/729-4144 drjonesa@gmail.com	1/19	1st	Jan/21 1/31/21	Yes
Nicole Hawkins-Jones 418 Taipei Ct Fayetteville, NC 28303 758-4771 Nicole.hawkins@ncdps.gov	11/19	2nd	Nov/21 11/30/21	No
Dr. Mark Kendrick 2927 Rosecroft Drive Fayetteville, NC 28304 988-3126 Mkendrick2927@gmail.com	4/19	1st full term	Apr/21 4/30/21	Yes

Non-Voting Member
Lance Britt lance.britt@ncdps.gov 919-323-6845 (cell)

Meetings: Second Wednesday of each month at 1:15 PM. CC CommuniCare Conference Room –109 Bradford Ave, Lower Level Conference Room, Fayetteville, NC 28301.
Contact: Duane Holder/Cindy Tucker 910-678-7723

APPLICANTS FOR
CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BAILEY, TIARRA (B/F) 3205 WINTERWOOD DRIVE FAYETTEVILLE NC 28306 910-587-1212 BAILEYTIARRA3@GMAIL.COM	PUBLIC HEALTH STUDENT	BS-HUMAN SERVICES & BIOLOGY

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC, MEMBER OF FAITH COMMUNITY

BARNHILL, KRISTA (W/F) 5230 HEATHER STREET HOPE MILLS NC 28348 973-5917/438-4127 KRISB69@EARTHLINK.NET	DIRECTOR OF FINANCE SPECTRA – CROWN COMPLEX	BACHELORS - ACCT

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

BENAVENTE, MARIO (LAT/M) 3549 HASTINGS DRIVE FAYETTEVILLE NC 28311 910-551-5659 MBFNC14@GMAIL.COM	LAW STUDENT NCCU SCHOOL OF LAW	BA & CURRENT STUDENT

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: MILLENNIAL ADVISORY COMMISSION
CATEGORY: GENERAL PUBLIC & MEMBER OF A BUSINESS COMMUNITY

BLACK, JESSICA (W/F) 4935 S. RIVER SCHOOL WADE, NC 28395 309-9921/483-0153 JEGOETKE@GMAIL.COM	ASSISTANT PRINCIPAL CC SCHOOLS	MASTERS

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BROOKS, FAITH L. (B/F) 437 BRISTLECONE DRIVE FAYETTEVILLE NC 28311 822-0379/919-432-7218/919-990-9272 FBROOKS@ISA.ORG	SENIOR CUSTOMER SERVICE SPECIALIST INTERNATIONAL SOCIETY OF AUTOMATION	COLLEGE LISTED

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: No

CATEGORY: GENERAL PUBLIC

BROWN, DONNITTA (B/F) 2119 MANNINGTON DRIVE FAYETTEVILLE NC 28306 484-3884/381-8010/907-6903 RNITA76@GMAIL.COM	HEALTH SYSTEM ASSISTANT DEPT OF DEFENSE WOMACK ARMY MEDICAL CENTER	FSU-BA-SOCIOLOGY

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: No

CATEGORY: GENERAL PUBLIC

BROWN, PAULA (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 703-8399/709-8595/483-0153 PHOWARD924@YAHOO.COM	RETIRED	MASTERS-ED

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

CONRAD, MARIAMARTA (LATINA/F) PO BOX 64 STEDMAN NC 28391 988-2293/759-0350 MMTCONRAD@GMAIL.COM	ATTORNEY ADVOCATE NC ADMIN OFFICE OF COURTS	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: MEMBER OF PBULIC REPRESENTING INTEREST OF FAMILIES AT RISK

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
DEBERRY, AN-QUE (-/F) 1405 E YELLOW RIBBON DRIVE FAYETTEVILLE NC 28314 702-978-0960 ANQUEDEBERRY@GMAIL.COM	SOCIAL WORKER MAGELLAN HEALTH	BA-POLITICAL SCIENCE MASTERS-SOCIAL WORK

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

DITMORE, ERIC (W/M) 3686 LINDEN ROAD LINDEN NC 28356 910-658-1823 EMDITMORE@GMAIL.COM	ATTY LEWIS, DEESE, NANCE	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: GENERAL PUBLIC

EARL, RENARDE D. (B/M) 6919 SOUTH STAFF RD FAYETTEVILLE NC 28306 336-682-4424 RDE9498@GMAIL.COM	ASSOCIATE VICE CHANCELLOR OF POLICE/PUBLIC SAFETY FSU	BACHELORS

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: LEADERSHIP WINSTON SALEM
CATEGORY: GENERAL PUBLIC

GIRAUD, CHAR'KARIA D. (B/F) 1632 MAN O WAR DRIVE HOPE MILLS NC 28348 629-255-6008/396-1017 CHARKARIA.GIRAUD@GMAIL.COM	ACCOUNTANT DEPT OF DEFENSE	BACHELORS

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: MEMBER OF BUSINESS COMMUNITY

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
JACKSON, GREGORY 6409 BURNSIDE PLACE FAYETTEVILLE NC 28311 488-8626/759-9853 GJACKSON0904@YAHOO.COM	RETIRED PROBATION OFFICER MILLER-MOTT COMMUNITY COLLEGE	BS & MASTERS

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

JENKINS, ASHLEE (B/F) 2605 MIDDLE BRANCH BEND FAYETTEVILLE NC 28304 301-379-3857 A.THOMASJENKINS@GMAIL.COM	UNEMPLOYED FORMER LAW ENFORCEMENT	BS-CRIMINAL JUSTICE MS-CRIMINAL JUSTICE MS-PUBLIC ADMIN.

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

LASHLEY, DR. TRACIE HINES (B/F) 1540 EPIC WAY HOPE MILLS NC 28348 922-4575/432-4165 TRACIE@DRTRACIELASHLEY.COM	CHIEF, CYBER COMPLIANCE BRANCH DEPT OF DEFENSE; WEBSTER UNIVERSITY	DOCTORATE

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
CATEGORY: GENERAL PUBLIC

LEWIS, DAWANE (-/M) BUSINESS ADMIN 3602 RIDGECREST AVE FAYETTEVILLE NC 28303 703-577-5089 BARNES621@HOTMAIL.COM	RETIRED MASTER SERGEANT	BACHELORS-

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: SENIOR LEADERSHIP COURSE
CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MCNEILL, TREVONE (B/M) 8436 ENGLISH SADDLE DRIVE FAYETTEVILLE NC 28314 910-391-1726 FDECYP@GMAIL.COM	CHILDCARE SELF EMPLOYED	ASSOCIATES/BA

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: MEMBER OF FAITH COMMUNITY

PERKINS, KAMAR (B/M) 4234 RACCOON PATH FAYETTEVILLE NC 28312 301-814-5343 KAMARPERKINS1@GMAIL.COM	PHARMACY TECH	PRE-LAW

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: No

CATEGORY: GENERAL PUBLIC

REESE, CLARISSA MCRAE (B/F) 1736 SHAW RD FAYETTEVILLE NC 28311 910-354-0912 MRSCMREESE2017@GMAIL.COM	INSTRUCTOR/JCPC LIAISON DUNN POLICE ATHLETIC & ACTIVITIES LEAGUE	AAS, BS

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: No
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: No
Graduate-other leadership academy: No

CATEGORY: GENERAL PUBLIC & MEMBER OF FAITH COMMUNITY

ROGERS, KENNETH CARL JR. (B/M) 2512 HUNTINGBOW DRIVE HOPE MILLS, NC 28348 910-584-3785 KENNYROGERS8181@GMAIL.COM	SALES CONSULTANT FRED ANDERSON TOYOTA OF SANFORD	BACHELORS

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SILVERMAN, GARY A (W/M) 1174 DERBYSHIRE ROAD FAYETTEVILLE NC 28314 910-574-9952 GSILVERMAN001@GMAIL.COM	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	SCHOOL LISTED

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

SIMMONS, RENATA (-/F) 1502 DIPLOMAT DRIVE FAYETTEVILLE NC 28304 627-1332/678-8268 SIMMONSRENATA02@GMAIL.COM	CAREER DEVELOPMENT CENTER TECH FTCC	BA-SOCIOLOGY

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901 MABBYO@GMAIL.COM	NONE LISTED	HIGH SCHOOL

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 MARTELLECOKE@GMAIL.COM	DENTAL HYGIENIST DAY AND NIGHT FAMILY DENTAL	DENTAL HYGIENE, BS

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: NO
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
WILLIAMS, EBONE (B/F) 2755 BARDOLINO DRIVE FAYETEVILLE, NC 28306 410-776-9408 EBONE.WILLIAMS@OUTLOOK.COM	SPEECH LANGUAGE PATH. AFFINITY THERAPY SERVICES	BACHELORS

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: MEMBER OF THE BUSINESS COMMUNITY

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **2/12/2021**

SUBJECT: EQUALIZATION AND REVIEW BOARD (6 VACANCIES)

BACKGROUND

On February 1, 2021, the Board of Commissioners nominated the following individuals to fill six (6) vacancies on the Equalization and Review Board:

NOMINEE(S)
At-Large Position:
Marva-Lucas Moore (reappointment)
Andrea Phillips (new appointment)

Businessman:
Derwood Clark (reappointment)

Farmer:
Wayne Collier (new appointment)

Home Builder:
Jassan Robbins (new appointment)

Real Estate Agent:
George Turner (new appointment)

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
Equliazation & Review Board Membership Roster	Backup Material

EQUALIZATION AND REVIEW BOARD

3 Year Term

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Appraiser				
Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 mcbryde@grannisappraisal.com	2/19	1st	Mar/22 3/31/22	Yes
At Large				
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/263-0803/221-4095	2/19	1st	Mar/22 3/31/22	Yes
	(serving unexpired term; eligible for two additional terms)			
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	3/18	1st	Mar/21 3/31/21	Yes
Curtis Alexander (W/M) 230 Hillside Ave Fayetteville, NC 28301 910-483-9537	2/19	2nd	Mar/22 3/31/22	No
Businessman				
Derwood Clark (B-AI/M) 620 Rockport Drive Fayetteville, NC 28311 302-7040/247-2270/868-8700 Dabishop05@gmail.com	2/19	1st	Mar/21 3/31/21	Yes
	(serving unexpired term; eligible for one additional term)			
Farmer				
Ernest Canady (W/M) 6937 Sim Canady Rd Hope Mills, NC 28348 425-2907/624-9565	3/18	2nd	Mar/21 3/31/21	No

(All terms expire in March with no more than five expiring in the same year; consistent with the resolution establishing the board as adopted by the Board of Commissioners on September 5, 1989.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Home Builder				
Rodney W. Sherrill (W/M) 2220 Winterlochen Road Fayetteville, NC 28305 978-1010/480-1010	3/18	2nd	Mar/21 3/31/21	No
Industrialist				
William Carroll Beard Jr. (W/M) 2524 Fordham Drive Fayetteville, NC 28304 485-7050/818-9797	2/19	1st	Mar/22 3/31/22	Yes
Real Estate Agent/Broker				
Kathy T. Olsen (W/F) 7725 Borthwick Drive Fayetteville, NC 28306 867-4659/864-1459	3/18	2nd	Mar/21 3/31/21	No

Chairman: Rodney W. Sherrill
1st Vice Chairman: Marva Lucas-Moore
2nd Vice Chairman: Charles M. Grannis

Meetings: 2nd Wednesday of every month – 3:00 PM (except July)
Courthouse – Room 564
(No meetings in July)

Contact: Joe Utley/Yolanda Bennett 678-7540

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **2/12/2021**

SUBJECT: TRANSPORTATION ADVISORY BOARD (3 VACANCIES)

BACKGROUND

On February 1, 2021, the Board of Commissioners nominated the following three (3) individuals for the Transportation Advisory Board:

NOMINEE(S)
County DSS Director or Designee:
Ashley Patterson (new appointment)

County Planning Department Director or Designee:
Rawls Howard (new appointment)

MPO Representative:
Justin Ritchey (new appointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description	Type
Transportation Advisory Board Membership Roster	Backup Material

TRANSPORTATION ADVISORY BOARD

2 Year Term

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
City of Fayetteville Representative Adolphus Thomas 820 Our Street Fayetteville, NC 28314 364-8515/433-1935	3/19	2nd	Nov/20 **11/30/20**	No
Urban Transit Provider Representative **VACANT** (Vacated by J. Roper)	11/18	2nd	Nov/20 **11/30/20**	No
Mid-Carolina Council of Governments Director or Designee Tracy Honeycutt Mid-Carolina Council of Governments 5575 Lockridge Road Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	2/20	2nd	Nov/21 **11/30/21**	No
County DSS Director or Designee Kristin Bonoyer Cumberland County DSS 423 Delbert Drive Fayetteville, NC 28306 476-5589	5/19	1st	Nov/20 **11/30/20**	Yes
DSS Work First Representative Dana Davis Cumberland County DSS 7702 Buttonwood Ave Fayetteville, North Carolina 28314 973-9197/677-2339 Danadavis@ccdssnc.com	2/20	2nd	Nov/21 **11/30/21**	No
Workforce Development Center Director or Designee **VACANT** (Vacated by N. Rodriguez)	3/19	1st full term	Nov/20 **11/30/20**	Yes

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Vocational Rehab Representative **VACANT** (Vacated by E. Morales)	6/18	1st	Nov/20 **11/30/20**	Yes
Sheltered Workshop Director or Designee Dwayne D. Beason Sr. 5801 Rivercroft Rd Fayetteville, NC 28304 424-7170/751-3782	3/19	1st full term	Nov/20 **11/30/20**	Yes
Aging Programs Representative Amber Gulch 6218 Bristol Drive Fayetteville, NC 28314 864-4311/322-5582/484-0111 agulch@ccccooa.org	2/20	1st	Nov/21 **11/30/21**	Yes
Mental Health Representative Terrasine Gardner 1187 Helmsley Drive Fayetteville, NC 28314 491-4816/536-3886	11/30	2nd	Nov/22 **11/30/22**	No
Emergency Medical Services Representative Suzanne King 3840 Goforth Drive Hope Mills, NC 28348 916-8024/615-3430 SEDWA5@CAPEFEARVALLEY.COM	3/19	2nd	Nov/20 **11/30/20**	No
County Planning Department Director or Designee Joel Strickland 1329 Baywood Road Fayetteville, NC 28312 910-853-8975 jstrickland@co.cumberland.nc.us	3/19	1st	Nov/20 **11/30/20**	Yes
County Health Director or Designee Sharon Batten 2260 Dockvale Drive Fayetteville, NC 28306 424-6559/797-8773/433-3741 sharonebatten@hotmail.com	2/20	2nd	Nov/21 **11/30/21**	No

(All terms expire November 30th and begin December 1st according to the TAB bylaws.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
At-Large Representatives				
Mike Rutan 130 Gillespie Street Fayetteville, NC 28301 910-323-4191 Ext 34	11/20	2nd	Nov/22 **11/30/22**	No
Dorothy Harris 270 Lick Creek Drive Linden, NC 28356 910-502-2130 damazyckharris@twc.com	11/20	2nd	Nov/22 **11/30/22**	No
Veronica Pierce 703 Connaly Drive Hope Mills, NC 28348 910-678-2691 veronicapierce@ccs.k12.nc.us	11/20	2nd	Nov/22 **11/30/22**	No
Alinda Bailey 4565 Greenwood Rd Fayetteville, NC 28306 910-584-7898	11/20	1st	Nov/22 **11/30/22**	Yes
MPO Representative				
Katrina Evans 1912-C United Drive Fayetteville, NC 28301 551-6424/678-7614 kevans@co.cumberland.nc.us	11/20	2nd	Nov/22 **11/30/22**	No
Dialysis Center Representative				
Nkechi Kamalu 105 Shadow Oak Lane Fayetteville, NC 28303 487-2177/850-3501/482-3491 nkemeg@yahoo.com	11/20	2nd	Nov/22 **11/30/22**	No

**Board was created by the Commissioners on 11/6/00.
Meetings: Second Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June.
Location: Historic Courthouse, Courtroom 3
Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **2/12/2021**

SUBJECT: **CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES (3 VACANCIES)**

BACKGROUND

On February 11, 2021, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Cape Fear Valley Health System Board of Trustees:

NOMINEE(S)
Medical Doctor (2 Vacancies):
Dr. Michael Jones (new appointment)
Dr. Myron Strickland (new appointment)

General Public (1 Vacancy):
Marshall Faircloth
Robert "Jason" Poole

The current membership roster for the Cape Fear Valley Health System Board of Trustees is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill three (3) vacancies on the Cape Fear Valley Health System Board of Trustees.

ATTACHMENTS:

Description	Type
Cape Fear Valley Board of Trustees Membership Roster	Backup Material

CAPE FEAR VALLEY HEALTH SYSTEM
BOARD OF TRUSTEES
3 Year Term

(Two medical staff seats run from October to September; remaining non-political seats expire in January.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Medical Society Rep. **VACANT**				
	(Recommended by Medical Society-Appointed by Board of Trustees for one-year term)			
Chief of Staff Chukweumeka Chima, MD 3634 Cape Center Drive Fayetteville, NC 28304	10/20		Sept/22 09/30/22	
	(Medical Staff Seat: Term from October 1, 2020 to September 30, 2022)			
Vice Chief of Staff Girum Feyissa, MD 112 Sutton Street Fayetteville, NC 28305 910-615-5610	10/20		Sept/22 09/30/22	
	(Medical Staff Seat: Term from October 1, 2020 to September 30, 2022)			
Medical Doctor Dr. Sandra Carr Johnson Wade Family Medical Center 2409 Murchison Road Fayetteville, NC 28301	4/18	2nd	Jan/21 01/31/21	No
	(County Commissioner Appointee)			
Dr. Sanjay Shah 308 Forest Creek Drive Fayetteville, NC 28303 864-4080/987-2571	4/18	2nd	Jan/21 1/31/21	No
	(County Commissioner Appointee)			
R.N. Position **VACANT** (Vacated by B. Bradshaw)	2/17	2nd	Jan/20 1/31/20	No
	(CFVHS Appointee)			
Murtis Worth, RN 2504 N. Edgewater Drive Fayetteville, NC 28303 484-0344/672-2891	1/19	2nd	Jan/22 1/31/22	No
	(County Commissioner Appointee)			

(Two medical staff seats run from October to September; remaining non-political seats expire in January.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
General Public (6)				
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	4/19 **(County Commissioner Appointee)**	1st	Apr/22 4/30/22	Yes
Tammy S. Thurman Piedmont Natural Gas 1069 Wilkes Road Fayetteville, NC 28306 321-2982	3/18 **(CFVHS Appointee)**		Jan/21 01/31/21	Yes
Dr. Warren McDonald 2450 Lull Water Drive Fayetteville, NC 28306 423-5360/818-1146	1/19 **(County Commissioner Appointee)**	2nd	Jan/22 1/31/22	No
Sandy Ammons 306 Barkley Drive Fayetteville, NC 28303 822-2900/630-7609	4/18 **(County Commissioner Appointee)**	2nd	Jan/21 1/31/21	No
Alicia Marks 532 Lionshead Road #8 Fayetteville, NC 28311 910-273-4962 Alicia.marks.08@gmail.com	3/20 **(County Commissioner Appointee)**	2nd	Jan/23 1/31/23	No
Dr. Bradley Broussard 4140 Ferncreek Drive Ste 801 Fayetteville, NC 28314	3/20 **(County Commissioner Appointee)**	2nd	Jan/23 1/31/23	No

County Commissioners (7)

Amy Cannon, County Manager - ex officio non-voting member (7/28/87)
Emily Schaefer, Ex-officio representing Cape Fear Valley Health Foundation (Appt. Feb. 2018)

Contact: Michael Nagowski, Chief Executive Officer – Main Office 615-6700
Anita Melvin, Assistant to CEO – Direct Office 615-5812 – Fax 615-6160
admelvin@capefearvalley.com / Reception (Tasina D.) 615-6700
PO Box 2000, Fayetteville NC 28302-2000

Regular Meeting: Last Wednesday of each month
Meeting held in the Board Room – 5:30 PM (No April Meeting, No July Meeting, Combined Nov/December meeting)

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

DATE: **2/12/2021**

SUBJECT: ALLIANCE HEALTH BOARD OF DIRECTORS (1 VACANCY)

BACKGROUND

At their February 11, 2021 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Alliance Health Board of Directors:

NOMINEE(S)
Lodies Gloston (reappointment for 3rd term)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Waive the two consecutive term requirement and appoint individual to a third term on the Alliance Health Board of Directors.

ATTACHMENTS:

Description	Type
Alliance Health Board of Directors Membership Roster	Backup Material

ALLIANCE HEALTH
BOARD OF DIRECTORS

3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Duane Holder 1111 Boone Hall Way #108 Fayetteville, NC 28303 (252) 714-3832 dholder@co.cumberland.nc.us	5/19	1st full term	May/22 5/31/22	Yes
Christopher Bostock 424 Kingsford Road Fayetteville, NC 28314 486-0415 (W) / 273-4936 (C) Chris_bostock@ml.com	9/16	2nd	Sept/19 9/30/19	No
Lodies Gloston 2000 Greendale Drive Fayetteville, NC 28304 867-5724 (H) lodiesgloston@nc.rr.com	9/16	2nd	Sept/19 9/30/19	No
Glenn Adams 407 Hilliard Drive Fayetteville, NC 28311 223-1400 (W) / 822-4578 (H) gadams@co.cumberland.nc.us	9/19	2nd	Sept/22 9/30/22	No

(serving unexpired term; eligible for one additional three-year term)

Alliance Health is governed by a Board of Directors that is responsible for comprehensive planning, budgeting, implementing and monitoring of community-based mental health, developmental disability and substance abuse services to meet the needs of individuals in the Alliance region.

The Alliance Board consists of community stakeholders from Durham, Wake and Cumberland counties that are appointed by their respective County Commissioners, as well as representation from Johnston County. Service providers do not serve as members of the Board.

1/29/19 – received email from Veronica Ingram that Alliance Behavioral Healthcare name is being changed to Alliance Health.

Board meets on the first Thursday of the month at 4:00 p.m. at 5200 W. Paramount Parkway, Ste 200, Morrisville, NC 27560. (July and January meeting only as needed).
Veronica Ingram, 919-651-8466 vingram@alliancebhc.org

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF FEBRUARY 15, 2021

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TRACY JACKSON, ASSISTANT COUNTY MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY**

DATE: **2/12/2021**

SUBJECT: **WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS, LLC, FOR RUFUS JOHNSON ROAD SUBDIVISION**

BACKGROUND

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a twenty-one-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 1961 feet of 8-inch water line with twenty-one individual 3/4-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 Southpoint water system has enough capacity to serve these additional lots and maintain the capacity needed for current customers that are paying the monthly availability fee but are not connected to the system plus enough capacity to cover any spikes in the daily demand.

The County Attorney has reviewed the attached Utility Service Agreement.

RECOMMENDATION / PROPOSED ACTION

This item was presented to the Board of Commissioners at their February 11, 2021 Agenda Session. The Board approved this item to move forward to the February 15, 2021 Board of Commissioners agenda, and the Gray's Creek Water and Sewer District Governing Board agenda. Staff recommends approval of the request.

ATTACHMENTS:

Description	Type
Utility Agreement	Backup Material

NORTH CAROLINA
CUMBERLAND COUNTY **AGREEMENT FOR UTILITY SERVICE(S)**

THIS AGREEMENT, made this _____ day of _____, 2021, 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)

_X_ 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 Exhibit "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.

SPECIAL CONDITIONS:

As a specific condition of approving the connection of the project to DISTRICT'S water system serving the South Point Subdivision, APPLICANT must include the following notice on the face of the recorded plat of Rufus Johnson Road Subdivision as approved by the Cumberland County Planning Director and as used for the conveyance of the lots shown on the plat:

NOTICE OF POTENIAL CONTAMINATION

The public water serving the lots shown on this plat is groundwater obtained from a well or wells that may be or may become contaminated with PFAS, GENX, and other chemicals that the North Carolina Department of Environmental Quality has found present in the groundwater in a large area surrounding the Chemours chemical manufacturing facility located at the common border of Cumberland and Bladen Counties. Gray's Creek Water and Sewer District does not control the treatment of this public water and cannot remediate any contamination.

_____

Cumberland County Planning Director

This notice must be displayed on the plat in a manner that is readily visible upon inspection and signed by the Cumberland County Planning Director. No connection shall be made to the DISTRICT'S water system for any lot shown on this plat unless this notice is shown on the plat and approved by the Planning Director.

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, Managing Member

WITNESS:

_____
Name, Title

Gray's Creek Water and Sewer District

BY: _____
Charles Evans, Chairman

WITNESS:

_____
Candice White, Clerk to the Board

APPROVED for Legal Sufficiency

_____
Rickey L. Moorefield, County Attorney
Attorney for Gray's Creek Water and Sewer District

Exhibit "I" Project Summary

Project: Rufus Johnson Road Subdivision

Engineer: 4D Site Solutions Inc.

Developer: JFJ III Investments, LLC

PIN: 0339-26-2286, 0339-26-2697

Asset Summary

1961 LF 8" PVC waterline

Project Highlights

Project description/location goes here.

Extend a new waterline along the west side of Rufus Johnson Road from its intersection with Chickenfoot Road 1961 LF north to serve 21 parcels.

EXHIBIT "II"

STATEMENT OF TOTAL PROJECT COST

Developer/Applicant JFJ III Investments, LLC

Contractor _____

Project Name/Loc Rufus Johnson Road Subdivision

Pipe Supplier _____

Completion Date March 2021

Engineer 4D Site Solutions Inc.

WATER

1961	feet of	8	inch water main	
	feet of		inch water main	
	feet of		inch water main	
	-		inch domestic water lateral(s)	
			Total water distribution*	$
Mains greater than 12"				
	feet of		inch water main	
21	feet of	3/4	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	18,450
[ ]	* Percentage of Project Cost	
	Other (list detail)	
	Total project cost	$

Comments: _____

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

Signature* Date

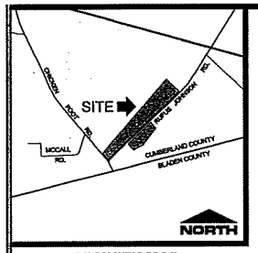
** Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District*

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

Exhibit "III" - Water Utility Extension Map

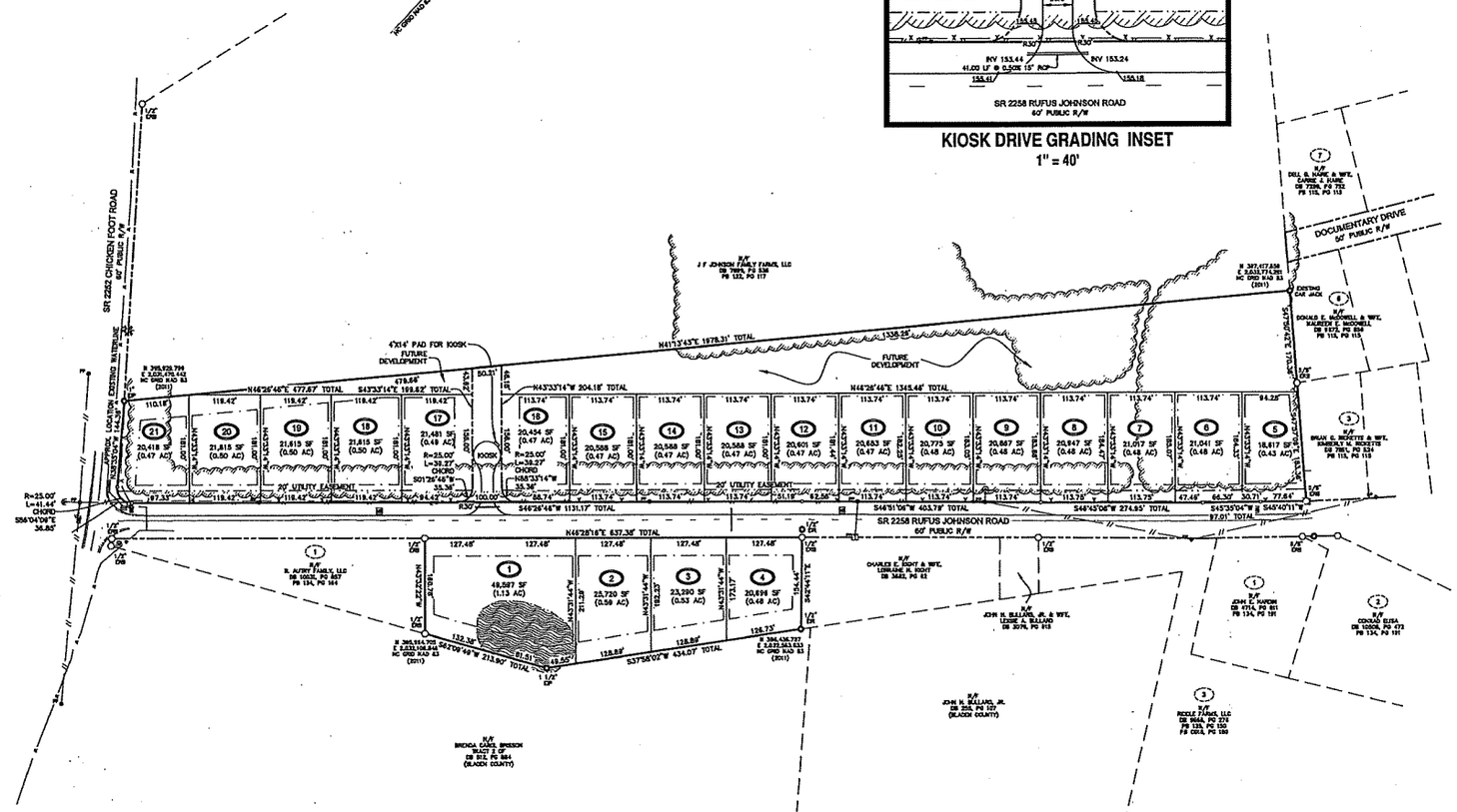
SITE NOTES

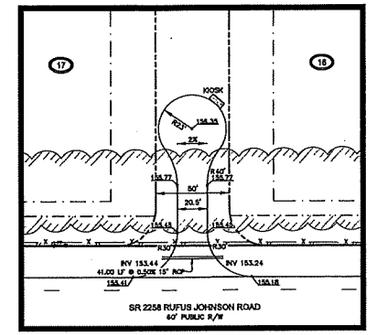
1. EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND TO VERIFY LOCATION. PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE, THE GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY COMPANIES TO VERIFY THE LOCATION OF THEIR RESPECTIVE UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
2. ASPHALT AND BASE TYPE SHALL BE PER THE DETAILS.
3. HANDICAP RAMPS, SIGNAGE AND PARKING SPACES SHALL BE PROVIDED BY THE CONTRACTOR AND INSTALLED PER FEDERAL ADA AND LOCAL REQUIREMENTS.
4. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
5. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
6. ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER CUMBERLAND COUNTY AND STATE REGULATIONS.



VICINITY MAP
NOT TO SCALE

LEGEND:
- EIP–EXISTING IRON PIPE
- EIR–EXISTING IRON ROD
- ERS–EXISTING REBAR
- COMPUTED POINT
- H/F – HOME OR FORMERLY
- R/W – RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- TIE LINE
- RIGHT-OF-WAY
- SETBACK LINE
- STORM DRAINAGE
- OVERHEAD UTILITY
- EDGE OF POND
- FENCE LINE
- TREE LINE
- SIGN
- MAILBOX
- UTILITY POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- WATER VALVE
- FIRE HYDRANT
- WATER MANHOLE





KIOSK DRIVE GRADING INSET
1" = 40'

SITE DATA

DEVELOPER	FRANKLIN JOHNSON
MAILING ADDRESS	231 FAIRWAY DRIVE
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28305
PIN NUMBER	0339-16-2284 & 0339-26-2997
TOTAL SITE AREA	641,248 SF (14.72 AC)
AREA TO BE DEVELOPED	641,248 SF (14.72 AC)
CURRENT ZONING	A1
PROPOSED ZONING	R40
EXISTING USE	UNDEVELOPED
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
PROPOSED BUILDING LOTS	21
DISTURBED/DEMOLISED AREA	1.8 ACRES
SETBACKS REQUIRED:	R40
FRONT	30 FT
SIDE	15 FT
REAR	35 FT

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

4Dsite solutions
civil engineering | land surveying
408 Chicago Drive, Suite 123, Fayetteville, NC 28306
office | 910-426-6777 fax | 910-426-6777 license number | C-4554
www.4Dsitesolutions.com

NORTH CAROLINA PROFESSIONAL SEAL 4757 LAND SURVEYOR DEAN R. BEEBER

11-19-20

REVISIONS

PROJECT NAME

RUFUS JOHNSON ROAD SUBDIVISION (ZERO LOT LINE)

SITE PLAN

CLIENT

FRANKLIN JOHNSON

231 Fairway Drive
Fayetteville, North Carolina 28305
Phone: (910) 864-2628

PROJECT INFORMATION

DESIGNED BY:	CALEB
DRAWN BY:	CALEB
CHECKED BY:	SCOTT
PROJECT NUMBER:	1987

DRAWING SCALE

HORIZONTAL: 1"=100'

DATE RELEASED

NOVEMBER 19, 2020

SHEET NUMBER

C-2.0