
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
MAY 17, 2021
6:45 PM

INVOCATION - Commissioner Toni Stewart

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Cumberland County Public Library Director Faith Phillips

RECOGNITIONS

Commissioner Jeannette Council on Receiving the 2021 North Carolina Black Alliance Trailblazers Award

Cumberland County Cares Award - Demetria Murphy

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
 - A. Approval of May 3, 2021 Regular Meeting Minutes
 - B. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement and Budget Ordinance Amendment #B211074
 - C. Approval to Pay Prior Year Invoices
 - D. Approval of Proposed Additions to the State's Secondary Road System
 - E. Acceptance of Offer to Purchase Surplus Property Located at 701 North Street, Fayetteville
 - F. Acceptance of Offer to Purchase Surplus Property Located at 703 North Street, Fayetteville
 - G. Acceptance of Offer to Purchase Surplus Property Located at 869 West Orange Street, Fayetteville
 - H. Acceptance of Offer to Purchase Surplus Real Property Located At 1229 Hamlet Street, Fayetteville
 - I. Approval of Sale of Surplus Real Property Located at 1515 Pierce Street, Fayetteville
 - J. Approval of Sale of Surplus Real Property Located at 4900 Panda Street, Fayetteville
 - K. Approval of Sale of Surplus Real Property Located at 5906 St. Micheals Drive, Fayetteville

- L. Approval of Sale of Surplus Real Property Located at 6215 Canadian Avenue, Fayetteville
- M. Approval of Budget Ordinance Amendments for the May 17, 2021 Board of Commissioners' Agenda
- N. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Request to Establish Sheriff's Office I.T. Positions Based Upon Contractual Agreements with Hope Mills and Spring Lake and Associated Budget Ordinance Amendment # B211224
 - 2. Health Insurance Plan Changes Related to Pharmacy Rebates
 - 3. Extension of the Health and Benefits Brokerage and Consulting Agreement with USI
 - 4. Selection of a State Centric Hazard Mitigation Program Option
 - 5. Revisions to the Animal Control Ordinance
 - 6. Renewal of a Lease Agreement with Cumberland County Communicare, Inc.
 - 7. Professional Services Agreement with Innovative Emergency Management, Inc. to Administer the Emergency Rental Assistance Program
 - 8. Funding Agreement with Kingdom Community Development Corporation
 - 9. Policy Prohibiting Sales of Surplus Property to Bidders with Delinquent Property Taxes
 - 10. Grant of Utility Easement to the City of Fayetteville
 - 11. NCDOT Notice of Necessity to Relocate a Grave at 7945 Camden Road, Fayetteville
 - 12. Cumberland-Hoke Regional Hazard Mitigation Plan

3. PUBLIC HEARINGS

- A. Text Amendment to Chapter 4, Article IV - Minimum Housing Code
- B. Proposed Economic Development Incentive Agreement with Sky REM, LLC

Uncontested Rezoning Cases

- C. Case P21-21
- D. Case P21-22
- E. Case P21-23
- F. Case P21-24
- G. Case P21-25

Other Public Hearings

- H. Street Renaming Case SN0479

4. ITEMS OF BUSINESS

- A. Consideration of Commissioners' Meeting Room Update
- B. Renewal of a Lease Agreement with Easter Seals UCP of North Carolina and Virginia
- 5. NOMINATIONS
 - A. Senior Citizens Advisory Commission (2 Vacancies)
- 6. APPOINTMENTS
 - A. Senior Citizens Advisory Commission (4 Vacancies)
- 7. CLOSED SESSION: If Needed

ADJOURN

WATCH THE MEETING LIVE

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

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5

REGULAR BOARD MEETINGS:

June 7, 2021 (Monday) - 9:00 AM
June 21, 2021 (Monday) - 6:45 PM
No Meetings in July
August 2, 2021 (Monday) - 9:00 AM
August 16, 2021 (Monday) - 6:45 PM

FY2022 Budget Meetings

May 27, 2021 (Thursday) - 7:00 PM Budget Presentation
June 2, 2021 (Wednesday) - 5:30 PM Budget Work Session Room 564
June 7, 2021 (Monday) - 7:00 PM Budget Public Hearing / Optional Budget Work Session Room 118
June 9, 2021 (Wednesday) - 5:30 PM Budget Work Session Room 564
June 14, 2021 (Monday) - 5:30 PM Budget Work Session Room 564
June 16, 2021 (Wednesday) - 5:30 PM Budget Work Session Room 564 (If Needed)



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

DATE: 4/29/2021

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS COUNTY PROPERTY
AND AUTHORIZATION TO ACCEPT INSURANCE SETTLEMENT AND
BUDGET ORDINANCE AMENDMENT #B211074**

BACKGROUND

DATE OF ACCIDENT: MARCH 1, 2021
VEHICLE: 2020 FORD EXPLORER
VIN: 1FM5K8AC4LGA98111
FLEET#: FL2028
DEPARTMENT: Sheriff's Office
SETTLEMENT OFFER: \$28,000
INSURANCE COMPANY: Progressive Group of Insurance Companies

This is a total loss settlement offer.

RECOMMENDATION / PROPOSED ACTION

Risk Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Accounting Supervisor to accept \$28,000 as settlement.
3. Allow Progressive to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment BR#211074 in the amount of \$28,000 recognizing the insurance settlement. Please note this amendment requires no additional county funds.

ATTACHMENTS:

Description	Type
Car Valuation Report	Backup Material

Classic Car Valuation Report

Prepared For Progressive Group of Insurance Companies



Claim Information

Claim Number 21-4314773-02	Policy Number	Loss Type Liability	Claimant Cumberland County Sheriffs Department	
Loss Date 03/01/2021	Reported Date 03/04/2021	Valuation Report Date 04/17/2021	Valuation Report ID 1011585089	Version Number 2

Vehicle Information

Year 2020	Make Ford	Model Explorer Base Model	Location NC 28306	Mileage 3,779 miles
Ext Color Gray	License 31119W	VIN 1FM5K8AC4LGA98111		

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$28,000.00
Prior Damage	\$0.00
Market Value =	\$28,000.00

Common Adjustments

Adjustments specific to your policy

Settlement Adjustment (Pre-Tax)	\$0.00
Settlement Adjustment (Post-Tax)	\$0.00

Settlement Value =	\$28,000.00
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Settlement Value:
\$28,000.00



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 5/5/2021

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Health Department

Vendor: Valley Radiology

Services Rendered: November 2019

Total Amount: \$117.76

Health Department

Vendor: Cape Fear Valley OB/GYN

Services Rendered: March 2020

Total Amount: \$161.66

Print Mail & Design Services

Vendor: Systel

Services Rendered: June 2020

Total Amount: \$271.51

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 prior year invoices for Health Department totaling \$279.42 and Print Mail & Design Services totaling \$271.51.

ATTACHMENTS:

Description	Type
Prior Year Invoices	Backup Material



Memo

TO: Vicki Evans, Finance Director
FROM: Dr. Jennifer Green, Health Director
DATE: April 26, 2021
SUBJECT: Request to Pay Old Year Invoices

Jennifer Green

Attached please find two Fiscal Year 20 invoices that we need approval to pay. Invoices were not received until after the cut-off for Fiscal Year 20 invoices. Both invoices are for medical services.

Grand total due: \$279.42 (see attached for breakdown)

We have verified that the invoices are not duplicates and that services were received. These costs can be absorbed within the current year budget.

We have put procedures in place to prevent future reoccurrence of lateness where possible. We always ask medical service providers to submit invoices promptly, but were unsuccessful in getting them to comply.

Thank you for your consideration of this request.



Print, Mail & Design Services

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: ANGELA CUNNINGHAM, PRINT, MAIL & DESIGN SUPERVISOR

DATE: APRIL 27, 2021

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY21) INVOICES

SYSTEL Business Equipment provided a repair at the Print Shop on May 22, 2020 (prior year).

Due to an oversight, this invoice was not paid prior to June 30, 2020, and the oversight was not noticed by myself or Systel until this week (April 2021).

This invoice was for a repair to our envelope printing machine, which we do not cover under a maintenance contract. The amount for this invoice is \$271.51.

I am requesting permission to pay this invoice with prior year funds.

Thank you for your time and attention to this matter.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 5/17/2021

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

BACKGROUND

The North Carolina Department of Transportation has received petitions requesting the following streets be placed on the State's Secondary Road System. NCDOT has investigated these streets and their findings are that the below listed streets are eligible for addition to the State's System.

- Ritson Lane (SR 4184 Ext.)
- N. Kilchattan Drive
- S. Kilchattan Drive
- Whirlwind Road
- Hunting Lodge Road

RECOMMENDATION / PROPOSED ACTION

Based on NCDOT's recommendation, approve the above listed streets for addition to the State's Secondary Road System.

ATTACHMENTS:

Description	Type
NCDOT Recommendations for Additions to the State's Secondary Road System	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

May 11, 2021

Mr. Charles Evans
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

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

- Ritson Lane (SR 4184 Ext.)
- N. Kilchattan Drive
- S. Kilchattan Drive
- Whirlwind Road
- Hunting Lodge Road

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

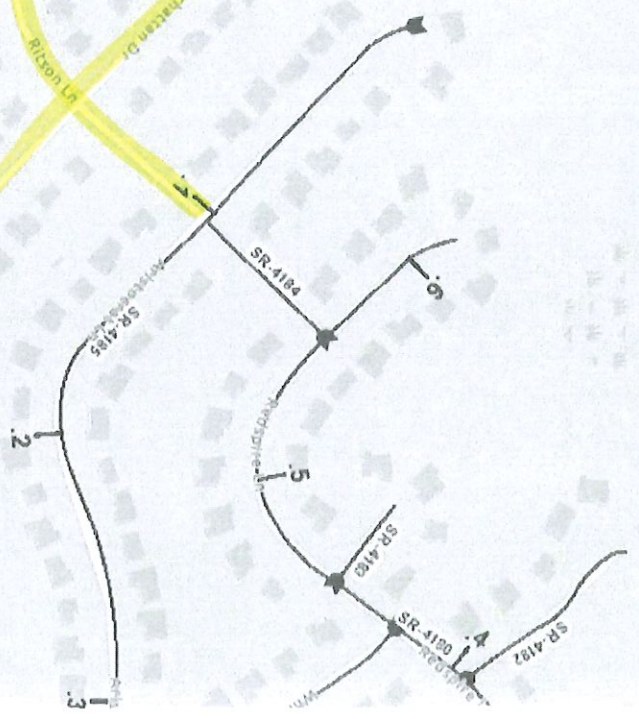
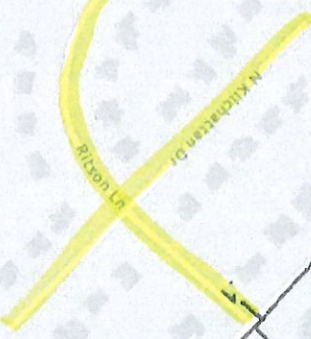
Sincerely,

Christopher Jones
Engineering Technician

SR 3367

SR 3367

SR 3628



Camden



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 701 NORTH STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with PIN 0437-78-0030 located at 701 North Street, Fayetteville, at a tax foreclosure sale in 2011 for a purchase price of \$5,160.41. The property is zoned MR5 with a tax value of \$3,375.00. The City conveyed its interest in the property to the County on May 6, 2021, by a quitclaim deed recorded in Book 11115 at Page 12. Based on the GIS Mapping and the tax records, there is no structure on the lot. Raymond King, on behalf of King Construction and Development Company, Inc., made an offer to purchase the property for the total amount of \$5,160.41. 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 and the City of Fayetteville acquired the real property with PIN 0437-78-0030 located at 701 North Street, Fayetteville, at a tax foreclosure sale in 2011 for a purchase price of \$5,160.41. The property is zoned MR5 with a tax value of \$3,375.00. The City conveyed its interest in the property to the County on May 6, 2021, by a quitclaim deed recorded in Book 11115 at Page 12. Based on the GIS Mapping and the tax records, there is no structure on the lot. Raymond King, on behalf of King Construction and Development Company, Inc., made an offer to purchase the property for the total amount of \$5,160.41. 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.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 703 NORTH STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with PIN 0437-78-0035 located at 703 North Street, Fayetteville, at a tax foreclosure sale in 2009 for a purchase price of \$10,747.87. The property is zoned MR5 with a tax value of \$3,375.00. The City conveyed its interest in the property to the County on May 6, 2021, by a quitclaim deed recorded in Book 11115 at Page 12. Based on the GIS Mapping and the tax records, there is no structure on the lot. Raymond King, on behalf of King Construction and Development Company, Inc., made an offer to purchase the property for the total amount of \$10,747.87. 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 Raymond King on behalf of King Construction and Development Company, Inc. 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 0437-78-0035 located at 703 North Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$10,747.87. 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.

May ____, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 869 WEST ORANGE STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with PIN 0437-59-5574, being Lot 75 and Part of Lots 74 & 76, Pleasant View Park, Plat Book 10, Page 76, located at 869 West Orange Street, Fayetteville, at a tax foreclosure sale in 2008 for a purchase price of \$5,316.89. The property is zoned MR5 with a tax value of \$3,000.00. The City conveyed its interest in the property to the County on May 6, 2021, by a quitclaim deed recorded in Book 11115 at Page 12. Based on the GIS Mapping and the tax records, there is no structure on the lot. Carmen Hunter-Cameron made an offer to purchase the property for the total amount of \$5,316.89. 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 Carmen Hunter-Cameron. 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 0437-59-5574, being Lot 75 and Part of Lots 74 & 76, Pleasant View Park, Plat Book 10, Page 76, located at 869 West Orange Street, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,316.89. 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.

May ____, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS REAL PROPERTY
LOCATED AT 1229 HAMLET STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the property with PIN 0436-36-5390, being Part of Lot 7, Block C, Tolar Hart & Holt Mill Village, Plat Book 10, Page 64, located at 1229 Hamlet Street, Fayetteville, at a tax foreclosure sale in 2007 for a purchase price of \$7,067.84. The property is zoned SF6 with a tax value of \$7,000.00. The City conveyed its interest in the property to the County on May 6, 2021, by a quitclaim deed recorded in Book 11115 at page 12. Based on the GIS Mapping and the tax records, there is no structure on the lot. Calvin B. Freshley made an offer to purchase the property for the total amount of \$7,067.84. 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

County attorney recommends the Board consider the offer of Calvin B. Freshley. 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 0436-36-5390, being Part of Lot 7, Block C, Tolar Hart & Holt Mill Village, Plat Book 10, Page 64, located at 1229 Hamlet Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$7,067.84. 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.

May __, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
1515 PIERCE STREET, FAYETTEVILLE**

BACKGROUND

On April 5, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad and wife, Susan Nepstad to purchase property with PIN 0427-91-0414, being Lots 15 & 16 Lakeview Heights, Plat Book 12, Page 48, located at 1515 Pierce Street, Fayetteville, for \$9,388.83, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned MR5, with a tax value of \$26,800.00. Based on the County GIS Parcel View System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on April 9, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

1515 Pierce St-AffofPub

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 0427-91-0114, being Lots 15 & 16 Lakeview Heights, Plat Book 12, Pg. 48, located at 1515 Pierce Street, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,388.83. 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.

April 5, 2021
Candice White, Clerk to the Board
/s/ 5242354

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 1515 PIERCE STREET of CUMB CO ATTORNEY'S

was inserted in the aforesaid newspaper in space, and on dates as follows:

4/9/2021

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of April, A.D., 2021.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

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

0005242354



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
4900 PANDA STREET, FAYETTEVILLE**

BACKGROUND

On April 5, 2021, the Board adopted a resolution of its intent to accept the offer of Gladys Heredia to purchase property with PIN 0413-45-4990, being Lot 86, Gilbert Sands, Sec. 8, Plat Book 65, Page 84, located at 4900 Panda Street, Fayetteville, for \$10,139.08, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned RR, with a tax value of \$6,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on April 9, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

4900 Panda St-AffofPub

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 0413-45-1990, being Lot 66 Gilbert Sands, Sec. 8, Plat Book 65, Pg. 81, located at 4900 Panda Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$10,139.08. 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.

April 5, 2021
Candice White, Clerk to the Board
4/9 5242355

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 4900 PANDA STREET of CUMB CO ATTORNEY'S

was inserted in the aforesaid newspaper in space, and on dates as follows:

4/9/2021

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of April, A.D., 2021.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

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

0005242355



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
5906 ST. MICHEALS DRIVE, FAYETTEVILLE**

BACKGROUND

On April 5, 2021, the Board adopted a resolution of its intent to accept the offer of Carmen M. Heredia to purchase property with PIN 0454-51-2694, being Lot 40, Kellys Landing, Sec. 3, Plat Book 63, Page 7, located at 5906 St. Micheals Drive, Fayetteville, for \$20,787.47, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned RR, with a tax value of \$71,500.00. Based on the County GIS Parcel View System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on April 9, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

5906 St Micheals-AffofPub

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 0454-51-2691, being Lot 40 Kellys Landing, Sec. 3, Plat Book 63, Pg. 7, located at 5906 St. Michaels Drive, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$20,787.17. 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.

April 5, 2021
Candice White, Clerk to the Board
4/9 5242356

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 5906 ST. MICHAELS DRIVE of CUMB CO ATTORNEY'S

was inserted in the aforesaid newspaper in space, and on dates as follows:

4/9/2021

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of April, A.D., 2021.

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

Pamela H. Walters
Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

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

0005242356



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
6215 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

On April 5, 2021, the Board adopted a resolution of its intent to accept the offer of James T. Lewis, Jr. to purchase property with PIN 0442-76-0805, being Lot 100, Twin Oaks, Sec. 4, Part 13, Plat Book 86, Page 117, located at 6215 Canadian Avenue, Fayetteville, for \$2,275.42, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned RR, with a tax value of \$10,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on April 9, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

1615 Canadian Ave-AffofPub

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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 0412-76-0805, being Lot 100, Twin Oaks, Sec. 1 Part 13, Plat Book 86, Page 117, located at 6215 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,275,412. 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.
April 5, 2021
Candice White, Clerk to the Board
4/9 6242357

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line 6215 CANADIAN AVENUE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

4/9/2021

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of April, A.D., 2021.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

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

0005242357



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 5/13/2021

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE MAY 17, 2021 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Law Enforcement Officer (LEO) Separation Allowance – Budget Ordinance Amendment B210846 to appropriate general fund balance to adjust the LEO Separation Allowance due to higher than anticipated supplemental retirement benefit expense in the amount of \$119,400

The Board is requested to approve Budget Ordinance Amendment B210846 to appropriate general fund balance to adjust the Law Enforcement Officer (LEO) Separation Allowance due to higher than anticipated supplemental retirement benefit expense in the amount of \$119,400. The budgeted amount is based on an estimate of expenses each fiscal year. A budget revision is needed due to the estimated actuals being more than was budgeted for FY21.

Please note this amendment requires appropriation of general fund balance.

2) Public Safety Other – Budget Ordinance Amendment B210103 to appropriate fund balance in the amount of \$169,296 for youth detention subsidies

The Board is requested to approve Budget Ordinance Amendment B210103 to appropriate fund balance in the amount of \$169,296 for youth detention subsidies. The North Carolina Youth Detention Subsidy is based on the length of time a Judge remands a juvenile at their discretion. This amount includes projected expenses over the budgeted amount for the remainder of Fiscal Year 2021.

Please note this amendment requires appropriation of general fund balance.

General Fund 101 and Capital Investment Fund 107

3) Sheriff's Office and Vehicle CIF – Budget Ordinance Amendment B211047 to transfer funds from the Cumberland County Sheriff's Office to the Capital Investment Fund for vehicle taxes and tags in the amount of \$910

The Board is requested to approve Budget Ordinance Amendment B211047 to transfer funds from the Cumberland County Sheriff's Office to the Capital Investment Fund for vehicle taxes and tags in the amount of \$910. These funds are needed to purchase taxes and tags for two Sheriff's Office vehicles.

Please note this amendment requires no additional county funds.

Intergovernmental Fund 201

4) Excise Tax on Deeds – Budget Ordinance Amendment B210136 to budget additional projected revenue in the amount of \$925,826

The Board is requested to approve Budget Ordinance Amendment B210136 to budget additional projected revenue in the amount of \$925,826 representing the excise tax on deeds. This projection is through the remainder of Fiscal Year 2021. This fund was established per GASB 84 at the February 15, 2021 Board of Commissioners Meeting.

Please note this amendment requires no additional county funds.

Federal Drug Forfeiture Fund 204

5) Federal Drug Forfeiture – Budget Ordinance Amendment B210042 to recognize additional revenues in the amount of \$160,062

The Board is requested to approve Budget Ordinance Amendment B210042 to recognize additional revenues in the amount of \$160,062. \$35,000 of this increased revenue will be spent on the purchase of an X-Ray Generator and other equipment, \$121,787 of federal drug forfeiture fund balance will be reduced, and \$3,275 of interest revenue will be reduced.

Please note this amendment requires no additional county funds.

Solid Waste Fund 625

6) Solid Waste – Budget Ordinance Amendment B210902 to increase Other Post-Employment Benefit (OPEB) expenses to actuarial projections in the amount of \$170,000

The Board is requested to approve Budget Ordinance Amendment B210902 to increase Other Post-Employment Benefit (OPEB) expenses to actuarial projections in the amount of \$170,000.

Please note this amendment requires appropriation of Solid Waste fund balance.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



SHERIFF'S OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF ENNIS WRIGHT

DATE: 5/3/2021

**SUBJECT: REQUEST TO ESTABLISH SHERIFF'S OFFICE I.T. POSITIONS BASED
UPON CONTRACTUAL AGREEMENTS WITH HOPE MILLS AND
SPRING LAKE AND ASSOCIATED BUDGET ORDINANCE
AMENDMENT # B211224**

BACKGROUND

Attached you will find a memorandum from Sheriff Ennis Wright requesting two Department IT Support Specialist I positions for the Sheriff's Office Information Technology section. The annualized cost of both positions is \$128,884 and the cost for this fiscal year is \$21,481. Personnel costs will be reimbursed by the Town of Hope Mills and Town of Spring Lake per contractual agreements. No additional County funding is required for this action.

This item was presented at the May 13, 2021 Board of Commissioners' Agenda Session.

RECOMMENDATION / PROPOSED ACTION

At the May 13, 2021 Agenda Session Meeting, the Board of Commissioners' approved placing the proposed actions below as a Consent Item on the May 17, 2021 Board of Commissioners' agenda:

- 1) Approve the establishment of two new positions in the Sheriff's Office Information Technology section.
- 2) Approve the associated Budget Ordinance Amendment B211224.

ATTACHMENTS:

Description

Sheriff's Office Request for IT Positions

Type

Backup Material



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



Internationally Accredited Law Enforcement Agency

TO: Amy Cannon, County Manager

FROM: Ennis Wright, Sheriff *EWW*

DATE: May 3, 2021

RE: Request to Establish Sheriff's Office I.T. Positions Based Upon Contractual Agreements with Hope Mills and Spring Lake

The Cumberland County Sheriff's Office has received contractual agreements from the Town of Hope Mills and Town of Spring Lake to provide funding for a designated information technologies professional. As such, two (2) Department IT Support Specialist I positions (Pay Grade 70) are requested to be established. These positions will be employees of the Sheriff's Office. The primary responsibility of these positions is the maintenance and improvement of the Records Management System (RMS) database, database manager, software, servers, peripherals, and like owned by the Sheriff's Office, but utilized by each Town. The current agreements are effective through June 30, 2021 and provide for funding to reimburse the Sheriff's Office for the cost of the position and server and software costs.

The annualized cost for both positions is \$128,884, or \$64,442 each, per year and the cost for this fiscal year is \$21,481. Estimated server and software costs, to be reimbursed over a four (4) year period, totals \$33,800 per Town, which will be billed beginning in July, 2021.

We request this item be placed on the May 17, 2021 Board of Commissioner's Agenda. Budget Revision 211224 has been completed related to this item. Thank you for your assistance with this matter.

Cumberland County

THIS MEMORANDUM OF AGREEMENT is entered by, between and among the Cumberland County Sheriff's Office and the Hope Mills Police Department to establish and provide for mutual assistance with respect to the use of computer servers, databases, database managers, and the like for the benefit of the respective law enforcement agencies;

WHEREAS, Pursuant to N.C. Gen. Stat. §153A-212, titled, "Cooperation in Law-Enforcement Matters," and N.C. Gen. Stat. §160A-288, titled "Cooperation Between Law Enforcement Agencies," N.C. Gen. Stat. § 90-95.2, titled, "Cooperation Between Law-Enforcement Agencies", the undersigned Sheriff of Cumberland County does hereby agree to provide assistance to the Police Department of the Town of Hope Mills for the purposes expressed in this agreement and as allowed by law, and all of the agencies contemplated as parties under this agreement do hereby agree to provide assistance to each other in enforcing the laws of the State of North Carolina, including the use and maintenance of computer resources; and

WHEREAS, pursuant to the provisions of N. C. Gen. Stat. §160A-288 and §160A-288.2 the parties enter into this mutual aid agreement to effectuate such arrangements. As contemplated under N.C. Gen. Stat. §160A-288 which provides that "[u]nless specifically prohibited or limited by an ordinance officially adopted by the governing body of the city or county by which the person is employed, appointed, or elected to serve, the head of any law enforcement agency may temporarily provide assistance to another agency if so requested in writing by the head of the requesting agency." This agreement, and the signatures affixed to it, constitutes the request for assistance and its terms.

WHEREAS, the respective agencies have reached such agreement and for good and valuable consideration, the receipt whereof is hereby acknowledged and premised upon the mutual benefits to be derived hereunder, the parties covenant and agree and set out their agreement or memorandum of understanding as follows:

1 **Term.** Although subject to renewal, either expressly or as provided and contemplated under this agreement, the express term of this agreement shall be as follows:

1.1 **Effective Dates.** This agreement is as contemplated temporary in regard to the assistance contemplated and, therefore, shall only be effective from the date of the execution of this agreement by the last signing party, through June 30, 2021 (the fiscal year of each agency being defined as the period from July 1 of the current calendar year and June 30 of the next succeeding calendar year), unless renewed, extended or terminated as provided in this agreement. In the event that this agreement is amended or modified during the term of the effective dates, unless otherwise provided, such amendment or modification of this agreement shall be deemed to relate back to the initial effective date of this agreement.

1.2 **Renewal.** This agreement may be renewed by an express writing for that purpose executed on or before June 30 of the then current contract year to be effective for the next fiscal year, unless terminated during the contemplated period of the contract as provided in this agreement. Unless and until terminated as provided under the terms of this writing, this agreement shall be deemed to be renewed automatically at the end of the effective contract period on the expiration date of that period and shall be deemed to continue for the next succeeding fiscal year, provided, however, that it is understood between the parties that the parties intend to and shall execute a new memorandum of understanding or memorandum of agreement on or before the last day of the applicable fiscal year.

1.3 **Termination.** Notwithstanding the provisions of paragraphs 1.1 and 1.2 above or any other provision of this agreement, either party to this agreement, either with or without cause, upon notice being served in writing to the other party of not less than 90 days prior to the effective date of such termination, may terminate this agreement either with or without announcing the cause for such termination. In the event of such termination, then the obligations of each party under the terms of this agreement shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate to be or shall not be interpreted as a termination of this agreement.

2 Scope of Agreement. This contract extends to the establishment and maintenance of data and database managed digital records, including those located or to be located on the servers or digital storage platforms of the Cumberland County Sheriff's Office to the extent that the County of Cumberland affords to the Sheriff's Office and the contracting Police Department the infrastructure and ability to use the requisite network and platform, and includes the obligation of the Hope Mills Police Department to provide funding for a designated information technologies professional as an employee of the Sheriff whose primary responsibility is and will be the maintenance and improvement of the database, database manager, software, servers, peripherals, and the like, contemplated under this agreement, as well as funding as hereinafter provided for the costs of software, firmware, hardware. Licenses and the like, and also includes an agency access agreement which provides access to and a limited right of use from the licensee and licensor of the records management system (RMS) obtained from him and provided by Central Square Technologies formerly Superiorion, which had previously entered an executed such an agency access agreement, as well as the Sheriff's Office access to access to and maintenance of, and each Police Department providing its routers, switches, and the like to be a part of the Cumberland County Sheriff's Office computer network, including that of its providers, as well as the exclusivity by Sheriff's Office IT personnel to the maintenance of and additions to as well as the protection with respect to devices, ports, software, hardware, firmware, and the like. Further, this agreement extends to and contemplates that the Police Department shall have the responsibility to and shall cause any conflicting hardware, software, firmware or other devices or applications to be made compatible or removed.

Additionally, the head of each of the agencies designated in this agreement acknowledge that the agency head of each of the parties has read and understands DCIN, NCIC, CJIS, and other applicable rules and regulations, and that the agency head will uphold the agreement and abide by the rules and regulations. Each shall have and execute a direct user agreement which agreement shall also be signed by the agency head and by the North Carolina CJIS System Officer (CSO).

Further, each participant and employee of each agency which is a party to this agreement with access to computerized information is aware of the issues of privacy and the limitations regarding the use of accessed information, and that he or she is bound by CJIS rules concerning these issues pursuant to Rule 18B .0407 of Title 14B as contemplated under 14B NCAC 18A .0304, and each party shall comply with the provisions of Title 14B, Chapter 18 A of the North Carolina Administrative Code.

In addition, the scope of this agreement, contemplates, but is not limited to, the provision of the specific computer services contemplated, but with respect to DCI each agency shall have its own separate Terminal Services and User Agreement, and the services customarily associated with and provided by such law enforcement agencies, and other associated tasks and services, and in times of necessity, to provide access to the requisite agencies employees to the use of terminals and other equipment (whether by telephone, radio, computer or other device) and to document such use by the agency and to ensure conformity to and compliance with the law, regulations, and policies governing such use, services, access, or the like, which may affect, but which shall not be deemed to be a part of this agreement.

3 Scope of Services and Terms. The scope of the services to be rendered and the services contemplated under the terms of this agreement, include, but is not limited to, the provision of the software, firmware, hardware, access, funding and the other deliverables or matters to be performed as described in the scope of the agreement contained or contemplated in paragraph 2 here of, (referred to for the sake of convenience as Service Offerings) and shall be subject to and include the following terms:

3.1 Services to be Provided by Sheriff. Subject to the terms and conditions of this agreement and the performance of the other agencies under this mutual assistance agreement, including, but not limited to, the receipt of the requisite payment of the funding contemplated to be paid by the respective agencies and the consent of the software providers, the Cumberland County Sheriff's Office shall grant or provide to or maintain and operate for itself and the other parties at least the following Service Offerings:

- 3.1.1 Servers and routers and switches (including replacement devices, services or platforms) .
- 3.1.2 Devices, programs, applications, or the like in a manner making the network available and usable by the other parties to this agreement, subject to the policies, regulations and directives of the Office and Sheriff and consistent with user agreements, intellectual property rights, and contractual terms and conditions of the providers, licensors or the like of each applications, programs, firmware, or the like.
- 3.1.3 Access to and use the Service Offerings in accordance with this agreement
- 3.1.4 Designated IT personnel with the primary responsibility to establish, service and maintain the specific Service Offerings

for the parties to this Agreement.

3.1.5 Direction of personnel to open, use, watch and maintain database records made pursuant to this agreement, and to provide reasonable services to assist in the maintenance and operation of computer and communications devices for the Police Department.

3.1.6 Permit the Hope Mills Police Department to connect to the Sheriff's Office RMS via the PWC connection from their networks on ports 80 and 443 (only) to a server hosting the TSPlus software provided that there shall be an ACL (Access Control List) maintained by Cumberland County I.S. which provides connectivity of and for Hope Mills P.D. via the PWC network connection) as well as to otherwise establish and maintain connectivity of mobile data terminals.

3.2 Duties of the Hope Mills Police Department . The Hope Mills Police Department shall have the duty to comply with the scope of this agreement, including, the following, and to:

3.2.1 Enter and execute and fully comply with a services user agreement with Central Square Technologies enabling the use of its licensed records management program or application across the Sheriff's Office's platform.

3.2.2 Pay the requisite fees and costs directly to Central Square Technologies for such user agreement or services.

3.2.3 Hope Mills Police Department shall provide funding and pay to the Cumberland County Sheriff's Office or the designee of the Sheriff the requisite costs for the hiring, training, and retention of an IT professional who shall be an employee of the Sheriff whose primary responsibility is and will be the maintenance and improvement of the database, database manager, software, servers, peripherals, and the like, contemplated under this agreement.

3.2.4 Use the Service Offerings in a manner consistent with and subject to the policies, regulations and directives of the Office and Sheriff and the licenses, user agreements, intellectual property rights, and contractual terms and conditions of the providers, licensors or the like of each applications, programs, firmware, or the like.

3.2.5 Cooperate fully with the Office of Sheriff in connection with the Sheriff's provision of the Services.

3.2.6 Cause the computers, switches and other devices used by the Police Department to be configured so as not to interfere or conflict with the Sheriff's Office's computer network and to cause the domain naming services, internet protocol to be identified consistently with the Sheriff's Office's network, and cause any conflicting hardware, software, firmware or other devices or applications to be made compatible or removed.

3.2.7 Hire and retain persons who are properly vetted, investigated, approved, and trained, consistent with the Sheriff's hiring policies and training policies, who are sufficiently trustworthy to be a user of the network, applications, software, and the like, and, in particular, without limiting the generality of the Central Square Technologies records management system .

3.2.8 Assist in and implement through the Cumberland County Sheriff's Office application or software updates, including, but not limited to, for SQL, CALS and the like.

3.2.9 Purchase and provide an Enterprise Plus License for TSPlus as well as a maintenance agreement for such license and service.

3.2.10 Provide funding for and pay the costs for the services as contemplated in paragraph 4 hereunder.

4 Payment of Costs. As referenced in this agreement, the Hope Mills Police Department shall pay the proportionate costs of the employee salary and benefits, software and application fees, fees for license upgrades, maintenance, and replacement of the server, SQL core license, OS license and backup license due or invoiced for the period or term of this agreement. All of such costs and each such payment shall be made within 30 days of the date of invoice for such cost or costs. The Hope Mills Police Department shall fund and pay proportionally for the period of this contract the following costs:

4.1 Server and software costs for server. The following are the costs indicted and anticipated to be incurred and the requisite *pro tanto* payment to be made by the Hope Mills Police Department to the Sheriff as shown as follows:

Item	Purchase Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost
HP DL 380 Gen Server	\$13,000.00	\$3,250.00	\$3,250.00	\$3,250.00	\$3,250.00
SQL Core License	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
OS License	\$800.00	\$200.00	\$200.00	\$200.00	\$200.00

Backup License	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00
Total	\$33,800.00+*	\$8,450.00+*	\$8,450.00+*	\$8,450.00+*	\$8,450.00+*

+* Additionally, the Hope Mills Police Department shall purchase and convey to the Sheriff's Office a TPlus server (at the cost of the Hope Mills Police Department) to be used for the Hope Mills Police Department purposes. The license for the TPlus Enterprise requires a single payment fee of \$1,900.00. Maintenance agreements are required to be purchased in three year increments at a current cost of \$855.00 per term.

4.2 Reimbursement for Cost of IT Employee. The Police Department shall reimburse the Sheriff for personnel and training expenses incurred in the employment of a qualified information technologies employee for coverage up to forty (40) hours per week as contemplated in this agreement. The Hope Mills Police Department expenses for such reimbursement are not anticipated to exceed Thirty-two Thousand One Hundred Twenty-one Dollars (\$32,221.00) for the assigned employee annually. If additional services in excess of the base forty (40) hours are necessary (such as completing an action begun before the end of a shift that cannot be deferred to the following business day), the IT employee will receive Compensatory Time Off computed on a pay period basis, in accordance with Section 207(k), Fair Labor Standards Act. The Sheriff shall send the Hope Mills Police Department an invoice covering the previous quarter's service, which shall be paid within ten (10) business days (that is, excluding holidays and weekends).

4.3 Quarterly Invoices. Payments will be based on monthly invoices submitted by the Sheriff payable to:

Cumberland County Sheriff [Tax ID 56-6000291]
Revenue Account # 1014200-422305 (Town of Hope Mills)
131 Dick Street
Fayetteville, NC 28301

5 Conditions Precedent and Subsequent. This agreement is subject to certain conditions, both express and implied, both precedent and subsequent, and there are conditions concurrent which are expressed in this agreement. Express conditions of this agreement include:

- 5.1 Each party to this agreement having and maintaining the capacity and authority to enter and to be bound by mutual assistance agreements under the laws of the State of North Carolina.
- 5.2 The granting of funding and the application of such funding to the agencies sufficient for the establishment, maintenance, and implementation of this agreement.
- 5.3 The County of Cumberland affording to the Sheriff's Office and the contracting Hope Mills Police Department the infrastructure and the requisite permissions and the ability to use the network, components and platform.
- 5.4 The Hope Mills Police Department entering, executing, maintaining and fully complying with a services user agreement with Central Square Technologies (or any successor provider, vendor or contractor) enabling the use of its licensed records management program or application across the Sheriff's Office's platform.
- 5.5 Payment by the Hope Mills Police Department of the requisite fees and costs contemplated under this agreement.
- 5.6 Acknowledgment that only Sheriff's Office IT personnel shall establish, manage, monitor, maintain, the network or platform to the extent that the network, platform or infrastructure is to be used for these mutual assistance purposes.
- 5.7 The Agencies who are parties to this agreement, hiring and retaining persons who are properly vetted and investigated, and trained consistent with the Sheriff's hiring policies, who are sufficiently trustworthy to be a user of the network, applications, software, and the like, and whom the Sheriff authorizes and continues to authorize to be a user of the network and any of its components, applications, and the like.
- 5.8 Each agency which is a party to this agreement shall first purchase, install and maintain a Barracuda 310 Web Security Gateway (or indubitably equivalent appliance) and a Barracuda 310 Email Security Gateway (or indubitably equivalent appliance), and shall and must also maintain licensed antivirus software on all of their computers and servers on any connecting network or device.
- 5.9 The Sheriff's consent to the contemplated mutual assistance.

6 Retention of Rights by Hope Mills Police Department. Notwithstanding any other provisions of this agreement, Hope Mills Hope

Mills Police Department has and shall have the right to access and to retain all of its data and Hope Mills Police Department purchased software. In the event of a request, a copy of the data will, upon proper request of the head of the agency, be exported from the Sheriff's database and provided to the respective Hope Mills Police Department at the cost of that agency. Further, the Hope Mills Police Department retains its individual rights, autonomy, and separation as an independent agency.

7 Retention of Rights by Sheriff. Notwithstanding any other provisions of this agreement, the Office of Sheriff has and shall have the right to access and to retain all devices, data in, which is a part of, or upon the network, servers, computers and devices of the Sheriff's Office network or platforms and to administer, govern, set and enforce policies, regulations, and the like with regard to the Sheriff's Office network, including all hardware, software, applications or the like, and the Sheriff in the sole discretion of the Sheriff retains all rights, authority, and control of the same, as well as all employees, agents, contractors and the like, and shall retain and have sole and exclusive control over the operations, status, access, maintenance and use of the Sheriff's Office network, servers, computers, hardware, software, firmware, licenses, and devices or platforms of the Office of the Sheriff and such right or authority shall not be in any manner restricted or modified by the terms of this agreement.

8 Compliance with Law, Regulations, Policies, Standards, and Directives. Having due regard to the foregoing, parties to this agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 153A, and 162 of the North Carolina General Statutes, and, in particular, but without limitation, Title 14B, Chapter 18A of the North Carolina Administrative Code; Article 3 of Chapter 114 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and Federal laws and regulations as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, and related provisions of law as well as the policies, directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its CJIS policies and directives, and shall cause to be executed any contracts, further assurances, and the like, requisite to compliance with the same.

9 ADA Compliance/Non-Discrimination/Anti-Retaliation. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this agreement, and shall conform to and comply with the anti-retaliation policies adopted by the Sheriff of Cumberland County.

10 E-verify Compliance. The parties and any contractor for them shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the contractor as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this agreement. The failure of the other party to this agreement to comply with this section of this agreement or with the requirements of Article 2 of Chapter 64 of the General Statutes is and shall be a material breach of this agreement.

11 Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of North Carolina and no other law.

12 Capacity and Authority. The parties represent that they have the capacity and authority to enter this agreement. The Sheriff designates the Major of the Services Division as the exclusive contracting officer on all matters pertaining to this agreement, and who may delegate technical functional matters to the Sheriff's Office IT director.

13 Modification. This Memorandum of Agreement is subject to modification only by and through the execution of a written agreement assented to by the parties and signed with the same formalities as the original Agreement between the parties, and unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate to be or shall not be interpreted as a termination of this agreement.

14 **Force Majeure.** No party to this Agreement shall be responsible or liable to the other for delays in performance of its duties or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment, platform, software, firmware or service provided or to be provided under the terms of this agreement.

15 **Waiver.** The other parties to this agreement, hereby waive, release and discharge the Sheriff, the County of Cumberland and any employee, agent, contractor or the like of the Sheriff or the County from any and all liability, claims, demands, actions, causes of action, proceedings, remedies, or the like, arising out of, in connection with, by, through, under or by virtue of this agreement or any act, action, service, or thing done or to be done, connected with or attenuated from this agreement or anything done pursuant to or outside the express terms of this agreement.

16 **Other and Further Assurances.** In order to give effect to the purposes and terms of this agreement, the parties agree to promulgate and execute such other document or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

17 **Partial Invalidity.** In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, or shall be factually or legally impossible to perform, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired by such partial invalidity, and the agreement shall to the extent possible continue, being construed without the invalid term, condition or absence of a party.

18 **Binding Effect.** The agreement reflected or contemplated under this memorandum and any documents contemplated under it shall supercede all prior agreements with respect to the terms and conditions of this agreement and shall be enforceable and have binding effect unless and until terminated in accord with the provisions of this agreement with respect to termination. In the event that one of the Hope Mills Police Department shall be unable to perform under this agreement or shall be denied access to the computer network or infrastructure or any application, program, device or component of it, the agreement shall, nevertheless, continue to be effective as to the agencies who have the capacity to and are able to enter and perform under this agreement. Accordingly, the absence of one Hope Mills Police Department from this agreement shall not obviate the agreement, but it shall continue in effect as to all other parties unless and until terminated.

19 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be one and the same contract. Similarly, a copy which is and has been fully executed and which does not deviate from and has not been altered from the original and which is stored in portable document format (PDF) shall be treated as and have the same effect as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

For the Office of the Sheriff of Cumberland County NC

By:

Ennis W. Wright, Sheriff

For the Town of Hope Mills
Hope Mills Police Department

By:

Joel Arcciardo, Chief

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Cumberland County

THIS MEMORANDUM OF AGREEMENT is entered by, between and among the Cumberland County Sheriff's Office and the Spring Lake Police Department to establish and provide for mutual assistance with respect to the use of computer servers, databases, database managers, and the like for the benefit of the respective law enforcement agencies;

WHEREAS, Pursuant to N.C. Gen. Stat. §153A-212, titled, "Cooperation in Law-Enforcement Matters," and N.C. Gen. Stat. §160A-288, titled "Cooperation Between Law Enforcement Agencies," N.C. Gen. Stat. § 90-95.2, titled, "Cooperation Between Law-Enforcement Agencies", the undersigned Sheriff of Cumberland County does hereby agree to provide assistance to the Police Department of the Town of Spring Lake for the purposes expressed in this agreement and as allowed by law, and all of the agencies contemplated as parties under this agreement do hereby agree to provide assistance to each other in enforcing the laws of the State of North Carolina, including the use and maintenance of computer resources; and

WHEREAS, pursuant to the provisions of N. C. Gen. Stat. §160A-288 and §160A-288.2 the parties enter into this mutual aid agreement to effectuate such arrangements. As contemplated under N.C. Gen. Stat. §160A-288 which provides that "[u]nless specifically prohibited or limited by an ordinance officially adopted by the governing body of the city or county by which the person is employed, appointed, or elected to serve, the head of any law enforcement agency may temporarily provide assistance to another agency if so requested in writing by the head of the requesting agency." This agreement, and the signatures affixed to it, constitutes the request for assistance and its terms.

WHEREAS, the respective agencies have reached such agreement and for good and valuable consideration, the receipt whereof is hereby acknowledged and premised upon the mutual benefits to be derived hereunder, the parties covenant and agree and set out their agreement or memorandum of understanding as follows:

1 **Term.** Although subject to renewal, either expressly or as provided and contemplated under this agreement, the express term of this agreement shall be as follows:

1.1 **Effective Dates.** This agreement is as contemplated temporary in regard to the assistance contemplated and, therefore, shall only be effective from the date of the execution of this agreement by the last signing party, through June 30, 2021 (the fiscal year of each agency being defined as the period from July 1 of the current calendar year and June 30 of the next succeeding calendar year), unless renewed, extended or terminated as provided in this agreement. In the event that this agreement is amended or modified during the term of the effective dates, unless otherwise provided, such amendment or modification of this agreement shall be deemed to relate back to the initial effective date of this agreement.

1.2 **Renewal.** This agreement may be renewed by an express writing for that purpose executed on or before June 30 of the then current contract year to be effective for the next fiscal year, unless terminated during the contemplated period of the contract as provided in this agreement. Unless and until terminated as provided under the terms of this writing, this agreement shall be deemed to be renewed automatically at the end of the effective contract period on the expiration date of that period and shall be deemed to continue for the next succeeding fiscal year, provided, however, that it is understood between the parties that the parties intend to and shall execute a new memorandum of understanding or memorandum of agreement on or before the last day of the applicable fiscal year.

1.3 **Termination.** Notwithstanding the provisions of paragraphs 1.1 and 1.2 above or any other provision of this agreement, either party to this agreement, either with or without cause, upon notice being served in writing to the other party of not less than 90 days prior to the effective date of such termination, may terminate this agreement either with or without announcing the cause for such termination. In the event of such termination, then the obligations of each party under the terms of this agreement shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate to be or shall not be interpreted as a termination of this agreement.

2 Scope of Agreement. This contract extends to the establishment and maintenance of data and database managed digital records, including those located or to be located on the servers or digital storage platforms of the Cumberland County Sheriff's Office to the extent that the County of Cumberland affords to the Sheriff's Office and the contracting Police Department the infrastructure and ability to use the requisite network and platform, and includes the obligation of the Spring Lake Police Department to provide funding for a designated information technologies professional as an employee of the Sheriff whose primary responsibility is and will be the maintenance and improvement of the database, database manager, software, servers, peripherals, and the like, contemplated under this agreement, as well as funding as hereinafter provided for the costs of software, firmware, hardware. Licenses and the like, and also includes an agency access agreement which provides access to and a limited right of use from the licensee and licensor of the records management system (RMS) obtained from him and provided by Central Square Technologies formerly Superiorion, which had previously entered an executed such an agency access agreement, as well as the Sheriff's Office access to access to and maintenance of, and each Police Department providing its routers, switches, and the like to be a part of the Cumberland County Sheriff's Office computer network, including that of its providers, as well as the exclusivity by Sheriff's Office IT personnel to the maintenance of and additions to as well as the protection with respect to devices, ports, software, hardware, firmware, and the like. Further, this agreement extends to and contemplates that the Police Department shall have the responsibility to and shall cause any conflicting hardware, software, firmware or other devices or applications to be made compatible or removed.

Additionally, the head of each of the agencies designated in this agreement acknowledge that the agency head of each of the parties has read and understands DCIN, NCIC, CJIS, and other applicable rules and regulations, and that the agency head will uphold the agreement and abide by the rules and regulations. Each shall have and execute a direct user agreement which agreement shall also be signed by the agency head and by the North Carolina CJIS System Officer (CSO).

Further, each participant and employee of each agency which is a party to this agreement with access to computerized information is aware of the issues of privacy and the limitations regarding the use of accessed information, and that he or she is bound by CJIS rules concerning these issues pursuant to Rule 18B .0407 of Title 14B as contemplated under 14B NCAC 18A .0304, and each party shall comply with the provisions of Title 14B, Chapter 18 A of the North Carolina Administrative Code.

In addition, the scope of this agreement, contemplates, but is not limited to, the provision of the specific computer services contemplated, but with respect to DCI each agency shall have its own separate Terminal Services and User Agreement, and the services customarily associated with and provided by such law enforcement agencies, and other associated tasks and services, and in times of necessity, to provide access to the requisite agencies employees to the use of terminals and other equipment (whether by telephone, radio, computer or other device) and to document such use by the agency and to ensure conformity to and compliance with the law, regulations, and policies governing such use, services, access, or the like, which may affect, but which shall not be deemed to be a part of this agreement.

3 Scope of Services and Terms. The scope of the services to be rendered and the services contemplated under the terms of this agreement, include, but is not limited to, the provision of the software, firmware, hardware, access, funding and the other deliverables or matters to be performed as described in the scope of the agreement contained or contemplated in paragraph 2 here of, (referred to for the sake of convenience as Service Offerings) and shall be subject to and include the following terms:

3.1 Services to be Provided by Sheriff. Subject to the terms and conditions of this agreement and the performance of the other agencies under this mutual assistance agreement, including, but not limited to, the receipt of the requisite payment of the funding contemplated to be paid by the respective agencies and the consent of the software providers, the Cumberland County Sheriff's Office shall grant or provide to or maintain and operate for itself and the other parties at least the following Service Offerings:

- 3.1.1 Servers and routers and switches (including replacement devices, services or platforms) .
- 3.1.2 Devices, programs, applications, or the like in a manner making the network available and usable by the other parties to this agreement, subject to the policies, regulations and directives of the Office and Sheriff and consistent with user agreements, intellectual property rights, and contractual terms and conditions of the providers, licensors or the like of each applications, programs, firmware, or the like.
- 3.1.3 Access to and use the Service Offerings in accordance with this agreement
- 3.1.4 Designated IT personnel with the primary responsibility to establish, service and maintain the specific Service Offerings

for the parties to this Agreement.

3.1.5 Direction of personnel to open, use, watch and maintain database records made pursuant to this agreement, and to provide reasonable services to assist in the maintenance and operation of computer and communications devices for the Police Department.

3.1.6 Permit the Spring Lake Police Department to connect to the Sheriff's Office RMS via the PWC connection from their networks on ports 80 and 443 (only) to a server hosting the TSPlus software provided that there shall be an ACL (Access Control List) maintained by Cumberland County I.S. which provides connectivity of and for Spring Lake P.D. via the PWC network connection) as well as to otherwise establish and maintain connectivity of mobile data terminals.

3.2 Duties of the Spring Lake Police Department . The Spring Lake Police Department shall have the duty to comply with the scope of this agreement, including, the following, and to:

3.2.1 Enter and execute and fully comply with a services user agreement with Central Square Technologies enabling the use of its licensed records management program or application across the Sheriff's Office's platform.

3.2.2 Pay the requisite fees and costs directly to Central Square Technologies for such user agreement or services.

3.2.3 Spring Lake Police Department shall provide funding and pay to the Cumberland County Sheriff's Office or the designee of the Sheriff the requisite costs for the hiring, training, and retention of an IT professional who shall be an employee of the Sheriff whose primary responsibility is and will be the maintenance and improvement of the database, database manager, software, servers, peripherals, and the like, contemplated under this agreement.

3.2.4 Use the Service Offerings in a manner consistent with and subject to the policies, regulations and directives of the Office and Sheriff and the licenses, user agreements, intellectual property rights, and contractual terms and conditions of the providers, licensors or the like of each applications, programs, firmware, or the like.

3.2.5 Cooperate fully with the Office of Sheriff in connection with the Sheriff's provision of the Services.

3.2.6 Cause the computers, switches and other devices used by the Police Department to be configured so as not to interfere or conflict with the Sheriff's Office's computer network and to cause the domain naming services, internet protocol to be identified consistently with the Sheriff's Office's network, and cause any conflicting hardware, software, firmware or other devices or applications to be made compatible or removed.

3.2.7 Hire and retain persons who are properly vetted, investigated, approved, and trained, consistent with the Sheriff's hiring policies and training policies, who are sufficiently trustworthy to be a user of the network, applications, software, and the like, and, in particular, without limiting the generality of the Central Square Technologies records management system .

3.2.8 Assist in and implement through the Cumberland County Sheriff's Office application or software updates, including, but not limited to, for SQL, CALS and the like.

3.2.9 Purchase and provide an Enterprise Plus License for TSPlus acceptable to the Sheriff's IT Director as well as a maintenance agreement for such license and service.

3.2.10 Provide funding for and pay the costs for the services as contemplated in paragraph 4 hereunder.

4 Payment of Costs. As referenced in this agreement, the Spring Lake Police Department shall pay the proportionate costs of the employee salary and benefits, software and application fees, fees for license upgrades, maintenance, and replacement of the server, SQL core license, OS license and backup license due or invoiced for the period or term of this agreement. All of such costs and each such payment shall be made within 30 days of the date of invoice for such cost or costs. The Spring Lake Police Department shall fund and pay proportionally for the period of this contract the following costs:

4.1 Server and software costs for server. The following are the costs indicted and anticipated to be incurred and the requisite *pro tanto* payment to be made by the Spring Lake Police Department to the Sheriff as shown as follows:

Item	Purchase Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost
HP DL 380 Gen Server	\$13,000.00	\$3,250.00	\$3,250.00	\$3,250.00	\$3,250.00
SQL Core License	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
OS License	\$800.00	\$200.00	\$200.00	\$200.00	\$200.00

Backup License	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00
Total	\$33,800.00+*	\$8,450.00+*	\$8,450.00+*	\$8,450.00+*	\$8,450.00+*

+* Additionally, the Spring Lake Police Department shall purchase and convey to the Sheriff's Office a TPlus server (at the cost of the Spring Lake Police Department) to be used for the Spring Lake Police Department purposes. The license for the TPlus Enterprise requires a single payment fee of \$1,900.00. Maintenance agreements are required to be purchased in three year increments at a current cost of \$855.00 per term.

4.2 **Reimbursement for Cost of IT Employee.** The Police Department shall reimburse the Sheriff for personnel and training expenses incurred in the employment of a qualified information technologies employee for coverage up to forty (40) hours per week as contemplated in this agreement. The Spring Lake Police Department expenses for such reimbursement are not anticipated to exceed Thirty-two Thousand One Hundred Twenty-one Dollars (\$32,221.00) for the assigned employee annually. If additional services in excess of the base forty (40) hours are necessary (such as completing an action begun before the end of a shift that cannot be deferred to the following business day), the IT employee will receive Compensatory Time Off computed on a pay period basis, in accordance with Section 207(k), Fair Labor Standards Act. The Sheriff shall send the Spring Lake Police Department an invoice covering the previous quarter's service, which shall be paid within ten (10) business days (that is, excluding holidays and weekends).

4.3 **Quarterly Invoices.** Payments will be based on monthly invoices submitted by the Sheriff payable to:

Cumberland County Sheriff [Tax ID 56-6000291]
Revenue Account # 1014200-422305 (Town of Spring Lake)
131 Dick Street
Fayetteville, NC 28301

5 **Conditions Precedent and Subsequent.** This agreement is subject to certain conditions, both express and implied, both precedent and subsequent, and there are conditions concurrent which are expressed in this agreement. Express conditions of this agreement include:

5.1 Each party to this agreement having and maintaining the capacity and authority to enter and to be bound by mutual assistance agreements under the laws of the State of North Carolina.

5.2 The granting of funding and the application of such funding to the agencies sufficient for the establishment, maintenance, and implementation of this agreement.

5.3 The County of Cumberland affording to the Sheriff's Office and the contracting Spring Lake Police Department the infrastructure and the requisite permissions and the ability to use the network, components and platform.

5.4 The Spring Lake Police Department entering, executing, maintaining and fully complying with a services user agreement with Central Square Technologies (or any successor provider, vendor or contractor) enabling the use of its licensed records management program or application across the Sheriff's Office's platform.

5.5 Payment by the Spring Lake Police Department of the requisite fees and costs contemplated under this agreement.

5.6 Acknowledgment that only Sheriff's Office IT personnel shall establish, manage, monitor, maintain, the network or platform to the extent that the network, platform or infrastructure is to be used for these mutual assistance purposes.

5.7 The Agencies who are parties to this agreement, hiring and retaining persons who are properly vetted and investigated, and trained consistent with the Sheriff's hiring policies, who are sufficiently trustworthy to be a user of the network, applications, software, and the like, and whom the Sheriff authorizes and continues to authorize to be a user of the network and any of its components, applications, and the like.

5.8 Each agency which is a party to this agreement shall first purchase, install and maintain a Barracuda 310 Web Security Gateway (or indubitably equivalent appliance) and a Barracuda 310 Email Security Gateway (or indubitably equivalent appliance), and shall and must also maintain licensed antivirus software on all of their computers and servers on any connecting network or device.

5.9 The Sheriff's consent to the contemplated mutual assistance.

6 **Retention of Rights by Spring Lake Police Department.** Notwithstanding any other provisions of this agreement, Spring Lake Spring

Lake Police Department has and shall have the right to access and to retain all of its data and Spring Lake Police Department purchased software. In the event of a request, a copy of the data will, upon proper request of the head of the agency, be exported from the Sheriff's database and provided to the respective Spring Lake Police Department at the cost of that agency. Further, the Spring Lake Police Department retains its individual rights, autonomy, and separation as an independent agency.

7 Retention of Rights by Sheriff. Notwithstanding any other provisions of this agreement, the Office of Sheriff has and shall have the right to access and to retain all devices, data in, which is a part of, or upon the network, servers, computers and devices of the Sheriff's Office network or platforms and to administer, govern, set and enforce policies, regulations, and the like with regard to the Sheriff's Office network, including all hardware, software, applications or the like, and the Sheriff in the sole discretion of the Sheriff retains all rights, authority, and control of the same, as well as all employees, agents, contractors and the like, and shall retain and have sole and exclusive control over the operations, status, access, maintenance and use of the Sheriff's Office network, servers, computers, hardware, software, firmware, licenses, and devices or platforms of the Office of the Sheriff and such right or authority shall not be in any manner restricted or modified by the terms of this agreement.

8 Compliance with Law, Regulations, Policies, Standards, and Directives. Having due regard to the foregoing, parties to this agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 153A, and 162 of the North Carolina General Statutes, and, in particular, but without limitation, Title 14B, Chapter 18A of the North Carolina Administrative Code; Article 3 of Chapter 114 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and Federal laws and regulations as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, and related provisions of law as well as the policies, directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its CJIS policies and directives, and shall cause to be executed any contracts, further assurances, and the like, requisite to compliance with the same.

9 ADA Compliance/Non-Discrimination/Anti-Retaliation. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this agreement, and shall conform to and comply with the anti-retaliation policies adopted by the Sheriff of Cumberland County.

10 E-verify Compliance. The parties and any contractor for them shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the contractor as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this agreement. The failure of the other party to this agreement to comply with this section of this agreement or with the requirements of Article 2 of Chapter 64 of the General Statutes is and shall be a material breach of this agreement.

11 Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of North Carolina and no other law.

12 Capacity and Authority. The parties represent that they have the capacity and authority to enter this agreement. The Sheriff designates the Major of the Services Division as the exclusive contracting officer on all matters pertaining to this agreement, and who may delegate technical functional matters to the Sheriff's Office IT director.

13 Modification. This Memorandum of Agreement is subject to modification only by and through the execution of a written agreement assented to by the parties and signed with the same formalities as the original Agreement between the parties, and unless otherwise expressly provided, an amendment, modification, or agreed alteration of this agreement shall not operate to be or shall not be interpreted as a termination of this agreement.

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15 **Waiver.** The other parties to this agreement, hereby waive, release and discharge the Sheriff, the County of Cumberland and any employee, agent, contractor or the like of the Sheriff or the County from any and all liability, claims, demands, actions, causes of action, proceedings, remedies, or the like, arising out of, in connection with, by, through, under or by virtue of this agreement or any act, action, service, or thing done or to be done, connected with or attenuated from this agreement or anything done pursuant to or outside the express terms of this agreement.

16 **Other and Further Assurances.** In order to give effect to the purposes and terms of this agreement, the parties agree to promulgate and execute such other document or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

17 **Partial Invalidity.** In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, or shall be factually or legally impossible to perform, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired by such partial invalidity, and the agreement shall to the extent possible continue, being construed without the invalid term, condition or absence of a party.

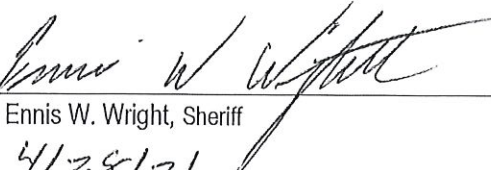
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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

For the Office of the Sheriff of Cumberland County NC

For the Town of Spring Lake Police Department

By: 
Ennis W. Wright, Sheriff
4/28/21

By:  04/28/2021
Troy McDuffie, Chief

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RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 5/13/2021

**SUBJECT: HEALTH INSURANCE PLAN CHANGES RELATED TO PHARMACY
REBATES**

BACKGROUND

The County's benefits brokerage and consulting firm, USI, has been in discussions with BCBS about additional savings that could be realized if the County were to make a negotiated change in the BCBS contract. The recommended changes were presented by Kevin Quinn of USI during the Agenda Session meeting on May 13, 2021 as follows:

- Change the PEPM (per employee per month) admin fee from \$19 to \$33 for a total projected cost of \$769,032 annually
 - \$33 fee guarantee is for three years
- County shall receive 100% of prescription rebates projected at \$1.8 million for FY2022
 - The first rebate payment will occur during the third quarter of FY2022

RECOMMENDATION / PROPOSED ACTION

Approval of the BCBS negotiated change to increase the PEPM admin fee from \$19 to \$33 in exchange for receiving quarterly pharmacy rebates, to be effective with plan year beginning July 1, 2021.



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 5/13/2021

**SUBJECT: EXTENSION OF THE HEALTH AND BENEFITS BROKERAGE AND
CONSULTING AGREEMENT WITH USI**

BACKGROUND

In the fall of 2017, Chernoff Diamond who later merged into USI, began providing employee benefits and brokerage services to Cumberland County after assisting with correcting compliance issues that occurred during that year. In August 2018, the Board of Commissioners agreed to a two-year agreement that is set to expire on December 31, 2021.

Throughout the almost four years of this engagement, USI has been able to assist the County in stabilizing the health insurance fund by making recommendations that have resulted in significant savings for the County without causing employees to pay higher out-of-pocket costs. Examples include adding a carved out, fully insured plan specific to Medicare-aged retirees, and more recently recommending a change to how BCBS pharmaceutical rebates will be distributed.

Therefore, management proposes an additional two-year agreement with USI to allow further stability in the current health and ancillary plans. As with the current agreement, the County is not required to make direct payments to USI. Instead, USI receives commissions remitted by the carriers directly upon payment of premium by the County. USI reported \$263,000 in commissions from all carriers combined, over the past year.

RECOMMENDATION / PROPOSED ACTION

Approval of a two-year agreement extension (July 1, 2021 - June 30, 2023) with USI to provide employee health and benefits brokerage and consulting services.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 5/14/2021

**SUBJECT: SELECTION OF A STATE CENTRIC HAZARD MITIGATION
PROGRAM OPTION**

BACKGROUND

The North Carolina Department of Public Safety (DPS) - Division of Emergency Management has been approved by FEMA to deliver State Centric administration and technical support for the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure in Communities (BRIC)
- Flood Mitigation Assistance (FMA)
- Mitigation Grants appropriated by the North Carolina General Assembly

The State's role as administer will be to:

- Obtain contractors to execute specified work
- Oversee all project work
- Pay all invoiced work
- Close out projects on the sub-applicants behalf

The State is asking potential sub-applicants to opt-in *or* opt-out of State administration of these programs. Sub-applicants that choose to opt out must prepare and submit a business plan to the Secretary of DPS showing how the sub-applicant will:

- Manage the potential scope of work associated with any of the aforementioned grants
- Identify a point-of-contact for State staff to complete grant-related work
- Explain the sub-applicant's financial and staff capability to complete awarded grant work within the 3-4 year period of performance

Please see section 4 of the attached Plan document for all of the responsibilities of grant management.

Staff does not recommend trying to administer these grants in-house due to the level of complexity, knowledge, experience, and staff time required to adequately deliver the aforementioned programs and close them out.

RECOMMENDATION / PROPOSED ACTION

This item was heard at the May 13, 2021 Board of Commissioners' Agenda Session and was approved to move forward to the May 17, 2021 Board of Commissioners Regular Meeting as a Consent Agenda Item. Staff recommends the Board opt-in to the State Centric Hazard Mitigation Implementation Plan allowing NCDPS to administer hazard mitigation-related grants.

ATTACHMENTS:

Description	Type
NCEM State Centric Plan Letter	Backup Material
NCEM State Centric HM Plan	Backup Material



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

March 26, 2021

MEMORANDUM

TO: HMGP Sub-Applicant Designated Agents
HMGP Sub-Applicant Emergency Management Directors

THRU: Michael A. Sprayberry, Director
North Carolina Department of Public Safety

FROM: Steve McGugan, Assistant Director, Hazard Mitigation Section
North Carolina Department of Public Safety

SUBJECT: Hazard Mitigation State Centric Implementation

North Carolina Emergency Management (NCEM), Hazard Mitigation (HM) Section is implementing the Hazard Mitigation Grant Program (HMGP) State Centric work plan for DR-4393 (Hurricane Florence), DR-4412 (Tropical Storm Michael) and DR44-65 (Hurricane Dorian). This is exciting news for the State and for sub-applicants because it allows the State to serve as the applicant and sub-applicant for all HM grants. HM will manage and pay for contract work related to the awarded grants and assists the sub-applicants by removing the financial and management burden of completing all the work awarded under each grant. We further expect to be approved by FEMA to maintain the State Centric model for all Disaster and Non-Disaster grants in the future.

The primary responsibility of the HM Section is to administer and provide ongoing technical assistance and customer service to any and all sub-applicants of the following mitigation grants: Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure in Communities (BRIC), and Flood Mitigation Assistance (FMA). The HM Section also administers State of North Carolina mitigation grant funds when appropriated by the General Assembly. The HM Section has evolved and grown to be able to support all of our state and citizens with effective and timely grant management, focused on delivering disaster survivors support as soon as possible. Due to this unrepresented growth and program development, FEMA is allowing North Carolina to be the first state in the Union to offer this State Centric approach to grants management.

What does this mean for a sub-applicant if you take advantage of the State Centric Plan?

When the State/sub-applicant is awarded a Hazard Mitigation grant, the State will promptly begin the work required to meet the Scope of Work (SOW) of the grant. The State will obtain

MAILING ADDRESS:
4238 Mail Service Center
Raleigh, NC 27699-4238

www.ncdps.gov/ncem

OFFICE LOCATION:
200 Park Officers Dr
Durham NC 27713

Telephone: (919) 873-5847



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the contractors, oversee all project work, pay all invoiced work and close out the projects on our sub-applicant's behalf. The State will work with each sub-applicant's staff to communicate with grant recipients so they are informed and have predictability when work will be completed on their homes. The State will also direct contractors to hire local as much as possible so funds are directed into the sub-applicant's communities. The State will also provide management costs to sub-applicants for any work their employees do assisting the HM staff working in their counties. In the end, it is a win-win for everyone because the State will use its contracting powers to complete work quickly. Since the State will be managing the contracts, sub-applicants will not need to budget money to pay contractors and wait for reimbursements. The State will do all of the project management reducing project management burdens on limited staffs. Finally, the State's efforts will negate a sub-applicant's need to contract out for consultants to do the grant's SOW at a potential higher cost than the Management Cost funds awarded under the grant.

What is required of the sub-applicant to take advantage of the State Centric Plan?

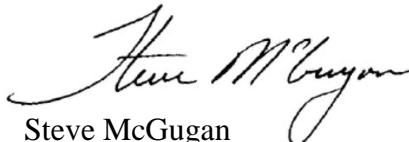
All that is required of the sub-applicant is to request/agree to the State's program. You take advantage of the program immediately by selecting and signing the OPT IN section of the attached form.

What if the sub-applicant wants to do the work themselves?

If the sub-applicant selects to OPT-OUT on the attached form, they must also prepare correspondence to the Secretary of the Department of Public Safety, through the Executive Director of NCEM. This correspondence must be a business plan showing how the sub-applicant will manage the grant's SOW and identify the primary sub-applicant point of contact the HM Section will work with to complete all grant related work. Finally, the business plan must show the sub-applicant possesses the financial and staff capability to complete the awarded grant work within the 3-year period of performance. The enclosed State Centric Plan, specifically Section 4, lays out all of the responsibilities of managing the grant at the sub-applicant level.

NCEM and the HM Section are here to provide full service grant management to every sub-applicant and citizen in the State. We are poised with staff and resources to make the Hazard Mitigation Grant Program work for you in a timely manner while easing your administrative and financial burden. If you have any questions about program details, you can contact the undersigned at 919-873-5843 or email steve.mcgugan@ncdps.gov.

We look forward to working on your behalf!



Steve McGugan
State Hazard Mitigation Officer
Assistant Director/Hazard Mitigation Chief
North Carolina Emergency Management
NC Department of Public Safety

State Centric Election Form for all North Carolina Sub-Applicants

From: _____

(Insert Sub-Applicant Name Above)

Thru: NCEM HM Section
NCEM Executive Director

For: Secretary, Department of Public Safety

Reference: Sub-applicant Selection for State Centric Support for Hazard Mitigation Grants DR-4393 (Hurricane Floyd), DR-4412 (Tropical Storm Michael) and DR-4465 (Hurricane Dorian)

OPT-IN Section

_____ As a sub-applicant for one of the named disasters above, we select to participate in the State Centric Model. We request the State to provide all of the contract and payment support to complete the grant we received from FEMA. We will provide local support to our community by appointing a sub-applicant Point of Contact (POC) who will work with the North Carolina Emergency Management Hazard Mitigation Section on a reimbursement basis to assist in coordinating all work in the jurisdiction.

Sub-Applicant POC: _____

OPT-OUT Section

_____ As a sub-applicant for one of the named disasters above, we do not wish to participate in the State Centric model for the Hazard Mitigation Grant Program but choose to self-perform all work required to complete the grant. Attached is our plan and timeline for completing all work as required by the grant within the specified Period of Performance (POP). We certify funds have been set aside to rapidly complete this work and will promptly and monthly request reimbursements to demonstrate work is ongoing. We will provide required documentation and justification for all reimbursements, both project work and management costs. We will promptly sign the HMGP grant agreement upon receipt and adhere to all requirements within the grant agreement, specifically reporting, reimbursement and closeout documentation. If at anytime we fail to meet the requirements of this OPT-OUT selection or the terms of the Grant Agreement (GA), we understand the State may terminate the GA and we will automatically move into the State Centric plan with any penalties incurred due to contracted work being cancelled being paid by us, the sub-applicant, with no means of reimbursement through the HM grant.

Sub-Applicant POC: _____

Sub-Applicant Designated Agent: _____ (Printed Name)

Sub-Applicant Designated Agent Signature: _____ DATE _____



STATE CENTRIC PLAN

As of 21 May 2020 through DR-4465 Period of Performance

PURPOSE

To Provide the State's Framework and Guidance in managing all Disaster Hazard Mitigation Grants from the Federal Emergency Management Agency (FEMA) for DR-4393 (Hurricane Florence), DR-4412 (Tropical Storm Michael) and DR-4465 (Hurricane Dorian).

THE STATE CENTRIC PLAN
NORTH CAROLINA’S HAZARD MITIGATION GRANT PROGRAM

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Section 1 - General

1A. Purpose

The purpose of North Carolina's State Centric Plan is to focus the capabilities and capacity of the State's Hazard Mitigation (HM) Office in order to professionally and in a timely manner execute Disaster Hazard Mitigation grants. The HM Office achieves these goals by rapidly building contracting capacity, maximizing project management capability to ensure projects are completed in accordance with (IAW) all specifications, scopes of work and within cost thereby increasing the speed of relief and shortening the period of recovery to affected North Carolinians. The plan focuses on industry proven programmatic and financial management procedures with greater oversight of grant execution through detailed project management and process control. North Carolina's HM Office will follow this management plan for Disaster Grants DR-4393 (Hurricane Florence), DR-4412 (Tropical Storm Michael) and DR-4465 (Hurricane Dorian) provided by the Federal Emergency Management Agency (FEMA) to the State of North Carolina, performing the roles and responsibilities of both the APPLICANT and SUB-APPLICANT. This plan outlines and details how the HM Section, on behalf of the state, will administer the Hazard Mitigation Grant Program (HMGP) under Section 404 of the Robert T Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as Amended). The plan also provides a means for counties to continue to manage their own HMGP program IAW standards and requirements set forth in Section 4, ensuring they meet the same quality, capacity and timing as the State's HM Office. The organization of this plan is based on the requirements of 44 CFR part 206, 2 CFR part 200, and FEMA's *Hazard Mitigation Assistance Guidance* and *Hazard Mitigation Assistance Guidance Addendum* of February 27, 2015.

Nothing in this plan is intended to conflict with federal laws or regulations or FEMA policies governing the HMGP program. If any such unintended conflicts arise, the federal law or regulation or FEMA policy will take precedence over this plan.

1A1. Applicability

This plan is applicable to all of North Carolina's counties and municipalities supported by the HM Office and covered by a Regional Hazard Mitigation Plan. This policy also supports Non-Governmental Organizations (NGOs) and Voluntary Organizations Active in Disasters (VOADs) IAW HMA Guidance 2015, "Individuals and businesses are not eligible to apply for HMA funds; however, an eligible Applicant or subapplicant may apply for funding on behalf of individuals and businesses".

1A2. Approval Authority

The Secretary of the North Carolina Department of Public Safety is the approval authority for execution of the State Centric plan. As approved, the Secretary will direct the Executive Director of the Division of Emergency Management with the execution of the plan

1A3. Cost Share of Disaster Grants

The cost share for all Disaster related HMGP grants is 75% Federal and 25% Non-Federal paid by the State in order to support the counties and municipalities affected by any disaster.

1B. Designation of Responsible Agency

In accordance with the North Carolina Emergency Management Act of 1977, Chapter 166A of the North Carolina General Statutes and pursuant to 44 Code of Federal Regulations section 206.437(b)(1), the North Carolina Department of Public Safety (NCDPS) through North Carolina Emergency Management (NCEM) is the State agency with the responsibility for the administration of the HMGP. North Carolina operates under an approved 2018 North Carolina Enhanced State Mitigation Plan with an effective date of April 25, 2018 and an expiration date of April 24, 2023.

The following excerpts are representative of the laws and regulations governing the management of the HMGP for North Carolina.

1B1. Federal Authority

- Public Law 93-288 - Robert T. Stafford Disaster Relief and Emergency Assistance Act (codified as amended at 42 U.S.C. §§ 5121-5207)
- Public Law 93-234 - Flood Disaster Protection Act of 1973
- Public Law 103-181- Hazard Mitigation and Relocation Assistance Act of 1993
- Public Law 98-502- Single Audit Act
- Public Law 81-920 - Federal Civil Defense Act
- Title 31 CFR Part 205, Rules and Procedures for Efficient Federal-State Funds Transfers
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Safety
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- FEMA Regulations Code of Federal Regulations, Title 44:
 - Part 7, Nondiscrimination in Federally Assisted Programs
 - Part 9, Floodplain Management and Protection of Wetlands
 - Part 14, Administration of Grants: Audits of State and local governments
 - Part 17, Government-wide debarment and suspension and government-wide requirements for a drug-free workplace
 - Part 18, New restrictions on lobbying
 - Subchapter B, Insurance and Hazard Mitigation
 - Subchapter D, Disaster Assistance
 - Part 201, Mitigation Planning
 - Part 206, Federal Disaster Assistance Federal Financial Management Guidance
- 2 CFR part 200

1B2. State Authority

State authority in accordance with State of North Carolina Constitution of 1776

- North Carolina General Statutes § 143B-601
- North Carolina Emergency Management Act of 1977, Chapter 166A of the North Carolina General Statutes
- North Carolina Division of Emergency Management Directive 700-03

1B3. North Carolina Emergency Management Division Mitigation Policy

In accordance with Title 44 of the Code of Federal Regulations (44 CFR) sections 206.434(b), 206.435(b), and 206.435(c), the State of North Carolina has established policies which govern the selection and eligibility of hazard mitigation projects. At a minimum, these policies are consistent with the Federal criteria stated in section 206.434(b). In addition, the HM Office has established policies to carry out the State's hazard mitigation program, with the base Standard Operating Procedure (SOP) located at the following web link (<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>) which outlines the states methodology for all mitigation work and in some instances goes beyond the Federal minimum criteria.

1C. Designation of State Hazard Mitigation Roles

Governors Authorized Representative (GAR)

The GAR is the individual designated by the Governor to represent the State of North Carolina in activities related to the implementation of Public Law 93-288, as amended by PL 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in ongoing State disaster/emergency preparedness, response and hazard mitigation activities pursuant to a Presidential declaration of major disaster.

State Hazard Mitigation Officer (SHMO)

The Executive Director of NCEM identifies the Hazard Mitigation Section Chief as the staff member who serves as State Hazard Mitigation Officer (SHMO). The SHMO is responsible for all primary planning-related matters related to the Section 404 Hazard Mitigation Grant Program, and the Section 322 Hazard Mitigation Planning Program.

Hazard Mitigation Section Chief

The HM Section Chief is responsible for overseeing the full life cycle of grants management for HMGP including development, pre-approval, implementation, and closeout of HMGP grants per HMA guidelines. The HM Section Chief coordinates with cross-recovery functions including Recovery Management, Recovery Support Functions, and other resiliency efforts that inform the programmatic direction of the HMGP. The Hazard Mitigation Section Chief serves as the SHMO simultaneously.

1D. NCEM Hazard Mitigation Section

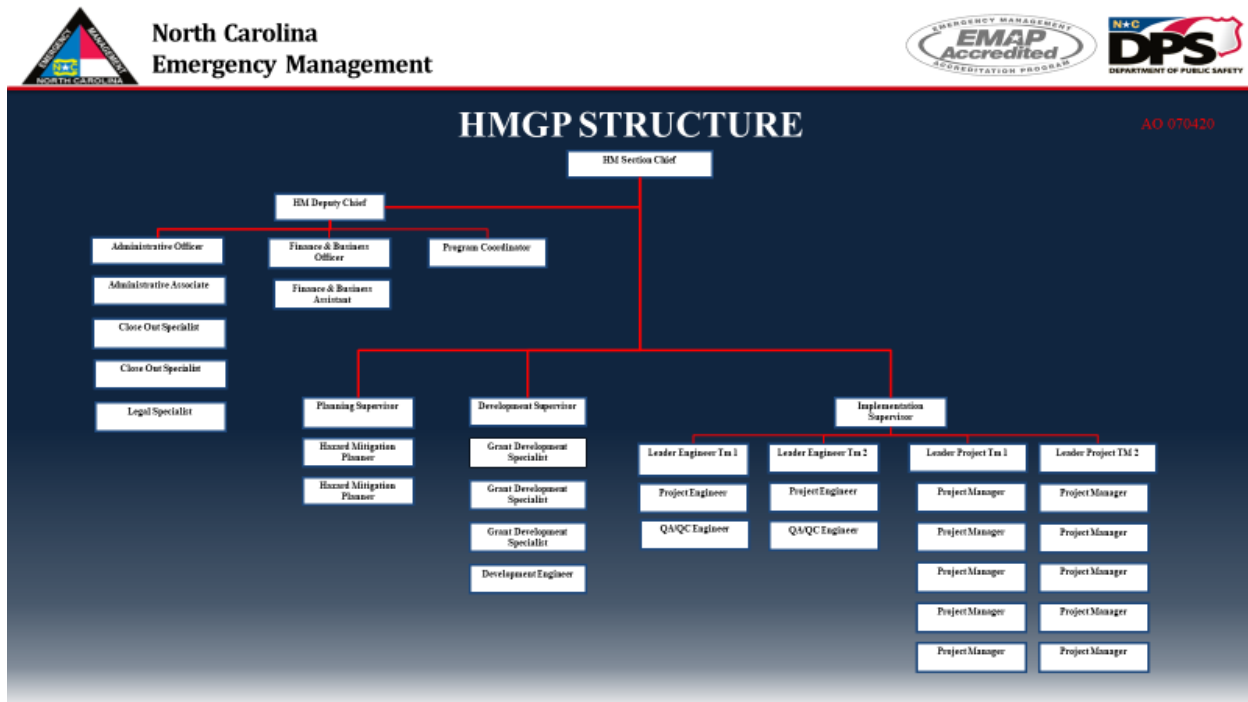
The Hazard Mitigation Section's workload includes the administration of all FEMA disaster mitigation and Non-disaster mitigation grants programs. Additionally, the hazard mitigation section's staff is engaged in work associated with maintaining and updating the State of North Carolina's Hazard Mitigation Plan and 34 regional hazard mitigation plans. The Hazard Mitigation Section is the state's linkage to the FEMA Region IV Mitigation Division's Hazard Mitigation Assistance Branch and currently conducts all business through FEMA's Region IV Regional Office located in Atlanta GA. At the request of the GAR, FEMA may stand up a local state office for hazard mitigation within FEMA's Joint Field Office (JFO) depending on the size and scope of the disaster mitigation grant.

1D1. Hazard Mitigation Staffing Plan

The hazard mitigation section is composed of a variety of skilled and trained professionals to support the administration and execution of hazard mitigation grants and work. The hazard mitigation section has the capability of being a full service organization providing outreach to North Carolina communities alerting them when grant opportunities become available, assisting in preparing grant applications, submitting grant applications to FEMA, providing grant award project management, designing engineer solutions for mitigation projects, providing legal support for acquisitions and contract management, conducting outreach to other state, federal and local agencies, and administering all grant funds received and disbursed.

The intent of the section's design is to support all Disaster grants beginning with the awarding of projects from Hurricane Florence through Hurricane Dorian's Period of Performance. The specifics of how the state will manage these grants is further laid out in sections 2 (Disaster Grants) as well as Section 3 (Grants Management) of this document. The staff's make up presents flexibility to always be in development, implementation and planning concurrently with no lapse in effort.

The chart below outlines the section's organization:



During periods when multiple disaster and non-disaster grants are being overseen by the HM Section staff, the HM Section has mechanisms in place to increase staffing through NC Temporary Solutions. This mechanism along with external contractors allows the HM section to activate additional capacity to assist in planning, application development, project implementation and close-out as needed.

1D2. Hazard Mitigation Position Duties

The following defines the primary purpose and requirements for all of the positions within the Hazard Mitigation Section in addition to the HM Section Chief outlined in paragraph 3 preceding.

Deputy Chief: The Deputy Chief of Hazard Mitigation is responsible for overall project development, project implementation and overseeing all staff functions for the section; the enforcement of regulations and SOPs and the administrative functions of the section. The Deputy Chief represents the Hazard Mitigation Section Chief as required and participates in meetings at varying levels. In addition, the deputy oversees the function of the Hazard Mitigation workforce and staff and assists with the development of Hazard Mitigation policy, procedures and practices.

Program Coordinator: This position is responsible for analyzing and solving technical problems of the section; creating administrative plans, Standard Operating Procedures, policies, and directives; the enforcement of laws and regulations; and frequent public contacts in promoting established programs of Hazard Mitigation Assistance Grants and state funded mitigation programs.

Finance and Business Officer: The Grants Manager manages all of the Mitigations Section's Hazard Mitigation Grant Program (HMGP) accounts for the state of North Carolina. This position tracks all of the HMGP funds dispersed across the state. The Grants Manager prepares monthly budget briefings and tracks overall grant amounts, funds expended, funds remaining, and projected concerns as it relates to the period of performance (from development to closeout) for time sensitive grants. This position supervises the Grant Assistant Position.

Finance and Business Assistant: This position provides assistance in managing Hazard Mitigation Grant Program (HMGP) accounts for the state of North Carolina. This position tracks all of the HMGP funds dispersed across the state. This position assists in preparing monthly budget briefings and tracks overall grant amounts, funds expended, funds remaining, and projected concerns as it relates to the periods of performance for time-sensitive grants.

Administrative Officer: This position will operate as office manager, executive assistant to the Assistant Director and management team of Hazard Mitigation, and act as supervisor to the office assistant, closeout specialist team and legal specialist. The Administrative Officer also coordinates tasks associated with onboarding and/or offboarding employees of the section.

Administrative Assistant: The primary purpose of this position is to perform receptionist duties, data entry and document preparation, filing, processing of incoming and outgoing mail, and otherwise relieves department staff of clerical work and minor administrative detail. Provides daily administrative support to staff as it relates to organization and general office production.

Closeout Specialist: This position is responsible for proof reading, document verification and strong communication skills to closeout projects. This position will work with the Hazard Mitigation team to accomplish tasks associated with the closeout of Hazard Mitigation projects

by assembling, creating, reviewing, reconciling, and verifying legal, real estate, financial, and other documentation from Hazard Mitigation projects. Other duties include document preparation, data entry, creating reports, office and electronic filing, and other duties as assigned.

Legal Specialist: The Legal Specialist provides legal support for the HM Section by working with NCDPS Legal office to obtain guidance and advice on multiple contracting actions and real estate transactions. The Legal Specialist prepares, analyzes, and obtains final opinion/approval from NCDPS Legal for real estate documents, grant agreements, and other legal documentation under the supervision of an attorney in the NCDPS Legal Office.

Planning Supervisor: The Plans Supervisor plans, implements, and manages the efficient and effective acquisition, management, utilization, and dissemination of geospatial data, information, and information technology for the State of North Carolina. The Plans Supervisor also manages the Emergency Management (HAZMIT) Planners.

HAZMIT Planner: Risk Management provides three broad critical service functions that support local, state and federal homeland security, emergency management, and law enforcement efforts. This includes identification, monitoring, and mapping of vulnerabilities and consequences from hazards and threats on key infrastructure and key resources, establishment and maintenance of key data exchange and information technology infrastructure and applications for the efficient exchange of communication and data, and the management of data acquisition, dissemination, maintenance, and exchange between local, state and federal partners.

Development Supervisor: The primary purpose of this position is to be responsible for supervising and directing the work of grant application developers and is engaged in the development of federally funded Hazard Mitigation Assistance Grants and state funded mitigation programs. The Development Supervisor will also meet with local, state, and federal officials to facilitate smooth operation of programs and assure efficient and effective completion of all project work.

Grant Development Specialist: The Grant Development Specialist oversees the development of multiple construction, acquisition, and other projects and insures programmatic compliance with policy directives and guidance as well as with internal Standard Operating Procedures. Meets with local, state, and federal officials to facilitate smooth operation of programs, and the associated processes and procedures as well as knowledge of real estate appraisals, preparing property estimates, and researching tax documentation.

Implementation Supervisor: The primary purpose of this position is to be responsible for supervising and directing the work of project managers, engineers, and additional contractors as needed to execute the implementation of federal disaster and non-disaster grants as well as state funded mitigation programs. The Implementation Supervisor will also meet with local, state, and federal officials to facilitate smooth operation of programs, and evaluating procedures to measure performance and assure efficient and effective completion of all project work.

Project Manager Team Lead: The Project Manager Team Lead is engaged in the implementation, and closeout of federally funded Hazard Mitigation Assistance Grants and state

funded mitigation programs. The Project Manager Team Lead oversees multiple construction and acquisition projects and insures programmatic compliance with policy directives and guidance as well as with internal Standard Operating Procedures. This position also supervises Project Managers.

Project Manager: The main role of the Project Manager is to oversee multiple construction and acquisition projects and insures programmatic compliance with policy directives and guidance as well as with internal Standard Operating Procedures. The Project Manager's primary tasks of this position include Grant Consultation (both verbally and in written form), effective grants strategy implementation, on-going processing of manual and electronic grant related filings and data collection documents associated with governmental entities receiving the State issued grant funds. Meets with local, state, and federal officials to facilitate smooth operation of programs. Development Specialist: The Grant Development Specialist is responsible for preparing proper documentation for properties affected by disasters for approval by FEMA; this position is also responsible for promoting established programs of federally funded (FEMA) Hazard Mitigation Assistance Grants and state funded mitigation programs to counties, cities, and towns in North Carolina.

Engineer Team Lead: The Engineering Team Lead is responsible for technical supervision and oversight for one of two Engineering Teams, supporting home elevations, acquisition/demolitions and/or mitigation reconstructions. The Lead position is responsible for ensuring the efficient operations of the Engineering Team, including quality control and technical guidance for: Construction plan reviews, quantity takeoffs, development of project management schedules, verifying material and labor requirements based on plans, and benefits cost analysis. The Team Lead may be directly assigned to provide engineering support for specific projects with higher technical requirements, including infrastructure or multifamily housing projects.

Project & QA/QC & Development Engineers: These Engineers are responsible for conducting detailed construction plan reviews and quantity takeoffs (QTOs), building project management schedules and verifying job site material and safety requirements in support of home elevations and mitigation reconstruction projects. The Engineers also conduct detailed Benefits Cost Analysis for application development for FEMA Hazard Mitigation Grants verifying that projects are both cost effective for either type of construction (elevation or mitigation reconstruction) and if not, renders decisions that homes must be acquired.

1D3. Maintaining Staff Proficiency and Training

In order to maintain our customary level of performance and ability, the NCEM Hazard Mitigation Section requires training in areas such as environmental compliance, benefit/cost analysis, computer skills (EGrants and NEMIS), interpersonal relations, problem-solving and conflict resolution. The HM office will coordinate for this training with FEMA for FEMA specific skills and other sources for non-FEMA skills.

1D3a. Onboard Training

When personnel are first hired into the HM section, they must complete training that ensures they are at a baseline of proficiency for managing projects consistent with FEMA guidelines. The HM office will coordinate with FEMA Region IV to conduct or provide virtually training that introduces each new hire the hazard mitigation grant process for both disaster and non-disaster grants. Additionally, the HM office will ensure the new hire is trained in DPS and State required training. All of this training must be completed within the first 60 days of employment with the HM Office.

1D3b. Annual Training

Annually, the HM Office will coordinate and schedule training with FEMA Region IV for annual updates to programs that all personnel need to be aware of to manage the HMGP. Additionally, the HM leadership will ensure that additional mandatory training that may be directed by FEMA or the State is scheduled and all section personnel will attend. The HM section will maintain training records of all training for each individual to ensure the section is fully trained at all times and in compliance with FEMA guidance on training.

1D4. Risk Management Coordinating Council and Interagency Hazard Mitigation Team

For NCEM, an Interagency Hazard Mitigation Team (IHMT) is established by the Risk Management Coordinating Council (RMCC). This panel is made up of professionals, educators and subject matter experts in the field of risk management and natural hazards. This council is established with the intended purpose of convening periodically to examine natural hazards and advise on plans and policies to address these issues. This council serves to aid in identifying, notifying and assisting potential projects pursuant to 44 CFR 206.437 (b)(2). The list of RMCC members is:

AECOM	NC Division of Mitigation Services
Duke University	NC Emergency Management Association
ECSU	NC Geologic Survey
ECU, Center for Natural Hazards Research	NC League of Municipalities
EPA	NC Sea Grant (NC State)
ESP	NCDCM
FEMA	NCDEQ
NC Association of County Commissioners	NCDOT
NC Association of Regional Councils of Governments	NCEM
NC Climate Office	NCORR
NC Coastal Reserve & Nat'l Estuarine Research Reserve	NCSU
NC Department of Administration - State Construction	NOAA Coastal Hazards Center
NC Department of Ag & Consumer Services	NOAA/NWS Space Weather Prediction Center
NC Department of Insurance	NOAA/NWS, Raleigh Weather Forecast Office
NC Dept of Agriculture & Consumer Services	North Carolina Utilities Commission
NC Dept of Commerce	UNC System
NC Dept of Environment Quality, Coastal Resource Commission	UNC-Marine Sciences
NC Dept of Health and Human Services	USDA
NC Dept of Information Technology	USGS
NC Division of Coastal Management	Wood Environmental
NC Division of Energy, Mineral, and Land Resources, NC Dam Safety	

Section 2 – Mitigation Planning

2A. Preparation and Update of State and Regional Hazard Mitigation Plans

North Carolina is recognized by FEMA as having an Enhanced Mitigation Plan that meets the requirements of Stafford Act section 322(e) and is very energetic in preparing and maintaining accurate and detailed State and Regional Hazard Mitigation plans. The planning section is responsible for working with all covered counties and municipalities as well as with FEMA to ensure plans are complete and updated every 5 years.

2B. The State's 322 Plan.

The State's 322 Plan is maintained in accordance with the following guidance:

The plan will be updated and re-submitted to FEMA for re-approval every five years, as required by 44 CFR 201.5. The plan may also be subject to interim updates if any of the following conditions apply:

1. At the request of the Governor;
2. When significant new risks or vulnerabilities are identified; or
3. If the findings of the annual / post-disaster review and evaluation warrant.

NCEM will conduct an annual evaluation of the plan, generally in the month of April. The evaluation will consider several basic factors including:

1. Changes in the level of risk to the State and its citizens.
2. Changes in laws, policies, or regulations at the State or local levels.
3. Changes in State agencies or their procedures that will affect how mitigation programs or funds are administered.
4. Significant changes in funding sources or capabilities.
5. Changes in the composition of the RMCC
6. Progress on implementing mitigation actions (including project closeouts) and identification of new mitigation actions that the State is considering.
7. Major changes to local or multi-jurisdictional hazard mitigation plans

The necessity of plan updates will be determined by the evaluation process described above. In general, NCEM will notify the RMCC that the Agency is initiating an interim plan update, and describe the circumstances that created the need for the update. NCEM will determine if the full RMCC should be consulted regarding the potential changes. If it is determined that the RMCC should be involved, the nature of the involvement will be at the discretion of NCEM. When interim updates are completed, NCEM will advise all RMCC members that the plan has been updated, and describe the nature of the update.

Updates/amendments may be adopted into the plan by letter to FEMA from the Governor's Authorized Representative. Amendments may be adopted by the state without prior review from FEMA Region IV, although a courtesy review may be requested before adoption of amendments.

Update per the 5-year requirement in 44 CFR 201.4 and 201.5:

As required by 44 CFR part 201, every five years the plan will be updated for re-submission and reapproval by FEMA. In those years, the evaluation process will be substantially more rigorous and will examine all aspects of the plan in detail. It is anticipated that several meetings of the RMCC will be required to conduct a full update of the plan and that the plan will be formally readopted by the State. Between 6 and 12 months prior to the update deadline, NCEM will initiate the plan update process by contacting RMCC members and other appropriate agencies and organizations to determine a schedule and process for updating the plan. The update process will entail a detailed and structured re-examination of all aspects of the original plan, followed by recommended updates. The recommendations will be presented to the RMCC for consideration and approval. It is expected that the Executive Director of NCEM will reapprove the plan and adopt as the Governor's Authorized Representative.

2C. Planning Assistance in the update of local/regional plans.

NCEM provides assistance to local governments through:

1. Funding of plan updates, either in full, or through cost-sharing
2. Training to local government partners and contractors
3. Technical Assistance with Hazard Analysis, Mitigation Opportunities Assessment, Project development, Benefit/Cost Analysis,
4. Technical assistance and review of local/regional plan updates

The Hazard Mitigation Planning Branch uses a database to track the status of all hazard mitigation plans in the state down to the municipal level. The Planning Branch reviews upcoming funding needs at every funding opportunity including all programs under Unified Hazard Mitigation Assistance. Due to the unpredictability of the annual United Hazard Mitigation Assistance (UHMA) programs local governments are encouraged to begin applying for funding to update their plan in years two and three of their approval status. Therefore, when plans cross the one-year mark of plan approval the planning staff begins reaching out to the local governments about funding opportunities.

Hazard Mitigation Planning staff work with local governments informing them of the preferred timeline for updating hazard mitigation plans. This is generally accomplished during training classes, EM forums, through regular emails and is also pushed down through the field staff. The timeline used for reviewing and updating a plan is as follows:

Eighteen months prior to plan expiration begin plan review
Twelve months to update the plan through the planning process
Six months for NCEM and FEMA review period.

The review process for NCEM is accomplished by electronic submittal of the plan to NCEM. The plan is assigned to a planner to review against the FEMA Local Plan Review Tool. This process generally takes two to three weeks to accomplish. If the plan has met all of the requirements it is then mailed to FEMA on a Compact Disc (CD). However, if it does not meet the requirements, the deficiencies are clearly and concisely identified in the plan review tool. The

planner will also clearly and concisely identify how to correct the deficiencies to meet the requirements. Usually the contractor will have the corrections made within a couple of days and sometimes even within a couple of hours. The key to keeping the NCEM review process to a minimal time is how the planners identify the deficiencies in the plan review tool and clearly explaining what needs to be changed or added to meet the requirement.

The FEMA review process follows 44 CFR §201.6. FEMA has 45 days when possible to review the plan. When they have reviewed the plan the review tool is sent back to NCEM with either an “Approval Letter”, “Approvable Pending Adoption Letter”, or “Needs Revisions Letter”. If the plan needs revisions NCEM will review all FEMA comments and the plan. If NCEM concurs with the comments the planners will work with the contractor to identify how to meet the requirement. If NCEM finds the comments to be in error the planners will work with FEMA to resolve the issue. The FEMA review timeframe is very fluid in nature and has taken up to 90 days. The Hazard Mitigation Planning Branch also tracks the plans process through review from the time the plan is mailed to FEMA to receipt of a letter back. If plans have been at FEMA for review for longer than thirty days, the Planning Supervisor contacts FEMA about the status of the plan.

Upon either “Approval” or “Approvable Pending Adoption”, the plan review tool and letter is sent back to the contractor for distribution to the local governments and the local adoption process is initiated. This process can take several months due to the meeting schedules and priorities of the local governments. This is particularly the case between the months of April through August when local governments are focused on budgets for the new fiscal year (1 July through 30 June of the following year) and in NC some local elected officials do not meet during the months of July and August. Once the resolution is approved and signed by the local government it is then forwarded to the Planning Branch. The Planning staff then send all of the ratified plans to FEMA for processing. FEMA will in turn send an “Approval Letter” to NCEM who distributes it accordingly.

Section 3 –Disaster Awards Managed by the State

3A. State Centric Methodology

The state centric model to manage disaster HM awards focuses the capacity and capability of the HM Section to provide cradle to grave execution of the HMGP. The HM section is capable of providing full service to all counties and municipalities within the state supporting:

- The building and entering applications into the National Emergency Management Information System (NEMIS)
- Overseeing and completing all awarded projects in any disaster grant
- Closing out and archiving all grants once the period of performance (POP) is complete.

The intent of the state centric model is to minimize impacts on local communities and governments where insufficient staff exists to take on the complex management of a HMGP. Using the size and skills of the staff, the Hazard Mitigation Section Chief sets the priorities for management of all projects and directs how external contracts will be advertised and awarded to support work across the state. The state will manage all mitigation projects, planning projects and initiative projects, unless a county or municipality opts out pursuant to Section 4 of this plan.

When the state executes acquisition on behalf of a county/municipality, the HM section will coordinate with the local government that has local land use authority. This is especially critical for acquisition projects that may result in a loss of tax revenue for the local government but must adhere to 44 CFR Part 80, which sets forth ongoing responsibilities related to the acquired property. For instance, local governments will be responsible for taking and retaining the property's interest; maintaining the property as open space including all maintenance costs associated with open space; submitting proposed uses on the property to NCEM and FEMA for open space compatibility determinations; and monitoring and reporting on property compliance after the grant is awarded. The state will also make the proper arrangements for land conveyance after the closing of any acquisition so that the acquired deed passes properly to the local land use authority.

When the state executes elevation and mitigation reconstruction projects, the state will coordinate with the county to ensure contractors make the proper coordination, obtain the correct permits, set up the required building inspections and close out construction obtaining Certificates of Occupancy, before returning homeowners to their homes. The state will also request the county/municipality to be part of any design charettes ensuring sites meet any local criteria for design and esthetics.

When doing planning projects for the counties/municipalities, the HM Planning branch will work with the local planning staff (s) to set up required meetings, work with any contractors to take local input reflecting local concerns, and work with any retained consultants in support of the plan to prepare all planning documents and send them through FEMA review.

3B. Receiving Disaster Declarations and Publishing Notices of Funding Opportunities (NOFO) to counties

The process of building any application for submission to FEMA for HMGP funds begins with the publication of the Disaster Declaration by the President of the United States followed up by a letter from FEMA which will denote if HMGP funding is available. Once the state has been notified by FEMA the HM Section will draft a **state specific** Notice of Funding Opportunity (NOFO) to be sent out to all of the state's counties and municipalities after the HM Section receives FEMA's 30-Day estimate for HMGP funds available. The state specific NOFO will outline for each county/municipality the specified time window for submitting applications and what type of projects and their priority will be accepted for consideration and development. The dates set by the HM Section are intended to give counties/municipalities maximum time to evaluate their needs and at the same time meet the time requirements of the HM Section to prepare the State's application meeting FEMA's submission date. The HM Section will work with individual counties on a case by case basis if there are extenuating circumstances that more time is needed in developing their requirements and sub-applications to the State.

The HM Section will ensure that all potential eligible sub-applicants are informed of the HMGP programs available, the types of assistance authorized under each HMGP and the areas eligible to receive such assistance. The HM Section will utilize any or all of the following methods to notify potential eligible sub-applicants of the availability of HMGP funds and to provide details concerning the sub-application process, programmatic eligibility and key deadlines:

- Electronic mailings (email and text messages)
- Mass mailings
- Selected mailings
- Sub-applicant briefings and site visits
- Public Meetings

Notifications will also be forwarded in writing via the NCEM Branch Offices and Area Coordinators, and direct contact will be established with local Emergency Management Coordinators, local planning offices, local floodplain administrators, town and county managers, and chief elected officials. Materials provided to stakeholders will describe the sub-application process, program eligibility requirements and key deadlines. Potential sub-applicants will be asked to complete a standard letter of interest (LOI) outlining certain details of their proposed mitigation plans and work and return them to the HM Section for evaluation.

It is critical that all counties and municipalities closely read the NOFO published by the HM Section and ask questions of the HM Section staff if there may be any confusion. The NOFO will designate what type of projects are a priority for funding and what optional opportunities there may be, if any, provided by FEMA. The NOFO will set a submission deadline for either the Letters of Intent (LOIs) and final application documentation. Both the LOIs and application documents for disaster grants are submitted in EMGrants. All counties and municipalities may gain access to EMGrants to submit their LOIs/Applications.

3C. Identification of Potential Applicants

NCEM will provide technical assistance to potential -applicants by notifying them of the availability of HMGP funds and helping them identify potential mitigation activities in their community designed to prevent future loss of life and property. To identify potential eligible -applicants, the Hazard Mitigation Section will:

- Consult with the NCEM Area Coordinators to identify potential eligible sub-applicants;
- Consult the North Carolina State Hazard Mitigation (322) Plan for potential eligible sub-applicants;
- Consult the Local Hazard Mitigation Plans for potential eligible sub-applicants;
- Consult with the designated State NFIP Coordinator;
- Consult NFIP Repetitive Loss data for potential eligible sub-applicants
- Consult with Private entities that coordinate through the NCEM Business Emergency Operations Center (BEOC) for potential sub-applicants
- Consult with NGOs and VOADs based on work they are doing in the affected areas for potential sub-applicants.

3D. Development of Applications and Letters of Intent

Once the State publishes the NOFO, it is imperative for local jurisdictions or sub-applicants to begin building their LOIs and ensure they have access to EMGrants. A best practice for local jurisdictions is to keep a running list of properties and infrastructure projects that would benefit from a mitigation grant to rapidly build their LOIs. This can be accomplished by submitting previous damaged properties that could not be assisted in any previous disaster grants. Additionally, local emergency staffs should get into their communities where damaged has just occurred and immediately note/record homes or infrastructure that could be nominated for consideration as new projects. Counties/Municipalities should make every effort to provide as much information about each nomination as possible before submitting their LOI/application. If possible, specifically for infrastructure projects, have engineer scopes of work, preliminary cost estimates and timelines completed as it will assist the HM development branch in building the final application to FEMA. Once the HM section receives all LOIs and application information by the date(s) specified, the HM Section will begin reviewing all submissions to ensure they meet the directions outlined in the NOFO. The section will also check for completeness of all application information. It is imperative that when submitting projects, all local jurisdictions submit properties in the priority order of who needs assistance the most. Focus should be placed on those needing immediate assistance to reduce financial burden.

All properties not identified as a priority will be accepted but will be considered for funding after applications to fund priority activities have been addressed. Application review and funding priority will be given first to those counties in a declared disaster area (for all disaster grants) or those counties meeting all the requirements for accuracy in their LOI/application submission. A scoring matrix will be used for preliminary evaluation and ranking of potential projects.

3E. Project Selection Priorities

The State considers the needs of its citizens in setting priorities for what projects are proposed for submission and completely developed in HMGP disaster applications. While the needs of the citizens are the first priority, the State must also closely follow the priorities set forth in any FEMA guidance. In the end, the state will attempt to submit as many projects as our priority allows while meeting the directives of the FEMA Disaster Declaration. The HM Section will also ensure conformance to the state mitigation plan and any local or tribal regional hazard mitigation plans approved under 44 CFR Part 201. NCEM's prioritization goal is to provide assistance where it is needed the most, to address projects in a manner that maximizes net social benefits and encumbers as close to 100 percent of available HMGP funds as possible. Project types are broken down into one of three groups; mitigation projects, planning projects and Initiative projects. The paragraphs below outline each of these projects.

3E1. Mitigation Projects

The purpose of any Mitigation Project is to reduce future flood damage, particularly to structures that are insured under the National Flood Insurance Program (NFIP) and to enact mitigation measures that reduce the risk of loss of life and property from future disasters. These projects are focused on long-term efforts. While assisting as many individual residents as necessary, it is also necessary to focus on developing projects that protect communities at large if possible. The state has the primary responsibility for prioritizing, selecting, and administering mitigation projects. Individuals and Non-Profit organizations may not apply directly to the state for assistance, but any local county or municipal government may sponsor an application on their behalf. Mitigation projects support risk reduction activities, improve resiliency, eliminate the impact of future events, and provide long-term solutions to ongoing problems by offering cost-effective solutions aimed at avoiding repetitive damage from disasters into the future. Funds may be used to protect either public or private property or to purchase property that has been subject to or is in danger of repetitive damage. Examples of Mitigation Projects include:

- Acquisition and demolition of primary residential structures
- Elevation of primary residential structures
- Mitigation Reconstruction of primary residential structures that do not meet the requirements for feasible elevation
- Landslide/Slope Stabilization Projects to restore slope stability to areas impacted by wildfire and resultant loss of vegetative land cover
- Defensible space measures to create perimeters around residential and non-residential buildings and structures through the removal or reduction of flammable vegetation
- Ignition-resistant construction to utilize non-combustible building envelope assemblies, ignition-resistant materials, and the use of proper retrofit techniques in new and existing structures
- Hazardous fuels reduction to reduce hazardous fuels, conduct vegetation thinning, and reduce flammable materials beyond defensible space perimeters but proximate to at-risk structures

3E2. Planning Projects

Planning funding is made available to all 100 counties and the Eastern Band of Cherokee Indians for the expressed intent of updating their regional/local hazard mitigation plans. All local jurisdictions and counties are now part of either a multi-jurisdictional or regional hazard mitigation plan in North Carolina. The Hazard Mitigation Section will develop applications, when possible, for planning-related activities defined below: Eligible activities include but are not limited to:

- Update or enhance sections of the current FEMA-approved mitigation plan, such as:
 - Risk and vulnerability assessment based on new information, including supporting studies, data collection, such as social analysis and built environment analyses;
 - Mitigation strategy, specifically strengthening the linkage to mitigation action implementation, with emphasis on available HMA project grant funding; or
 - Incorporate climate adaptation, green building, or smart growth principles into the risk assessment and/or mitigation strategy.
 - Watershed or River Basin Studies not including mapping
- Integrate information from mitigation plans, specifically risk assessment of mitigation strategies, with other planning efforts, such as;
 - Disaster recovery strategy (pre or post), preparedness, or response plans;
 - Comprehensive (e.g. land use, master) plans;
 - Capital improvement of economic development plans;
 - Resource management/conservation plans (i.e., stormwater, open space); or
 - Other long-term community planning initiatives (i.e., transportation or housing).
- Building capacity through delivery of technical assistance and training.
- Evaluation of adoption and/or implementation of ordinances that reduce risk and/or increase resilience

3E3. Initiative Projects

Initiative funding is normally allocated according to the following priorities:

1. Provision of permanent backup generators or generator quick connects (manual disconnect/transfer switches for portable generators) for county or municipal emergency operations centers in the declared counties.
2. Provision of flash-flood warning systems (sirens/other audible warning devices) in the Western Branch area.
3. Provision of permanent backup generators or generator quick connects for other county or municipal critical public facilities.
4. Other innovative projects that promote resilience that are meet the requirements of the 5% initiative program.

3F. Ranking and Scoring Rubric for LOIs/Applications

The State's normal procedure for establishing priority projects is to use a Rubric for evaluating the county/municipality applications to determine which projects/properties meet the priorities of

the State's NOFO and FEMA guidance. A sample Rubric is below, but will be updated for each and every NOFO released by the HM Section. This ensure the HM section is identifying those citizens and projects that best meet the NOFO guidance and provide the greatest assistance. The rubric is set up to ensure projects are evaluated by type and by priority so that no county/municipality or project/property is disadvantaged through the process. The rubric below is an example of the possible category types, the levels of priority by category and the scoring used to evaluate the submission:

LOCATION		
Priority	Category	Scoring
Priority 1	Projects Located in Declared Counties	+7
Priority 2	Projects Located in Non-Declared Counties with documented event related Damage	+4
Priority 5	Projects Located Outside of Priority Areas listed above	+1
RESIDENTIAL MITIGATION		
Priority	Category	Scoring
Priority 1	Residential Structures with displaced homeowners	+10
Priority 2	Residential Structures Substantially Damaged during an event	+7
Priority 3	Residential Structures with documented damages by an event	+5
Priority 4	Severe Repetitive Loss (SRL)/Repetitive Loss (RL) Residential Structures Damaged during an event	+3
Priority 5	Other Unmet Residential Needs as recommended by the County/City based on local conditions	+1
COMMERCIAL MITIGATION		
Priority	Category	Scoring
Priority 1	Commercial Structures Substantially Damaged during an event	+7
Priority 2	Commercial Structures with documented damages during an event	+5
Priority 3	Mitigating other Unmet Needs as recommended by the County/City based on local conditions	+3
INFRASTRUCTURE MITIGATION		
Priority	Category	Scoring
Priority 1	Disaster Critical Facilities	+7
Priority 2	Stormwater Drainage improvements and related mitigation measures	+5
Priority 3	Non-critical facilities	+2

All sub-applications within each category will be prioritized using the project's benefit cost ratio. A benefit cost analysis is required by FEMA and allows the HM Section to determine if a project is cost effective. Once the initial evaluation is completed, the HM section notifies the counties and municipalities submitting LOIs/Applications which projects will move forward in the application development process and those that will be pulled from the current grant application. While the State wishes to help every citizen, constraints exist requiring the State to make tough choices of who can be assisted currently and those that must wait until the next opportunity from FEMA is received.

3G. Application assembly and mandatory reviews by State Agencies

Once the HM Section completes all initial screening criteria and notifies the counties and municipalities of those properties or projects not moving forward in the application process, the Developmental Branch begins completing the final application to FEMA. There are several items that go into the applications and reviews that must take place either concurrently or sequentially.

One of the most critical aspects of proving that any mitigation project is of value to be completed requires the Developmental Branch to conduct a detailed Benefits Cost Analysis (BCA) using FEMA approved methodology. The Benefit/Cost Analysis of a HMGP project proposal will be conducted according to current FEMA guidance. The purpose of this analysis is to demonstrate that each project results in benefits (reduction of future costs) that are at least equal to the cost of the project (or a Benefits Cost Ratio (BCR) of 1 or greater). Projects may be taken out of strict rank or BCA in order to maximize use of funding.

The next major review after the BCR is completed is the State's Environmental and Historic Preservation (EHP) Review. The HM Section Chief will appoint, as an additional duty, one developmental mitigation specialist as the "On-staff Environmental Specialist". This staff member is responsible for coordinating with the North Carolina Clearinghouse, the State Historic Preservation Officer (SHPO), FEMA and other relevant local, state and federal agencies in the completion of a thorough environmental review of all proposed projects for environmental and historic preservation compliance subject to the requirements of the National Environmental Policy Act of 1969, 44 CFR part 9, FEMA Directive 108-1, and other relevant laws, codes, rules, guidance and policies. The following procedure(s) will be used to ensure compliance:

3G1. Step One – Preliminary State Environmental and Historic Preservation Review

Environmental and Historic Preservation (EHP) refers to FEMA's review process for ensuring the protection and enhancement of environmental, historic, and cultural resources, as required by Federal environmental and historic preservation laws and Executive Orders. The EHP review process ensures compliance with FEMA Directive 108-1, Environmental Planning and Historic Preservation Responsibilities and Program Requirements. Additionally, the EHP review ensures applicable EHP laws, such as the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), and all of their implementing regulations are used to determine if projects can be forwarded to FEMA for approval. Finally, the EHP review also reviews projects for compliance with Executive Order (EO) 11988 (Floodplain Management), EO 11990 (Protection of Wetlands) and EO 12898 (Environmental Justice). The environmental review process must be completed for each application at both the State and Federal level.

The HM Section follows the environmental review process for projects and properties throughout the entire Development Phase. The HM Development Branch coordinates with the following agencies (referred to as the State Clearinghouse), to conduct their required reviews concurrently with project development:

- North Carolina State Historic Preservations Office (SHPO)

- United States Army Corps of Engineers (USACE)
- North Carolina Department of Transportation (NCDOT)
- Coastal Area Management Act (CAMA)
- North Carolina Wildlife Resources Commission (NCWRC)

Depending on the nature and location of a project, requests for review may be sent to additional organizations.

When the HM Section receives an application for funding, a request for review is sent to each of these organizations. This submission will include a signed memo explaining the purpose of the coordination, planned activities and list of properties associated with the projects. The properties/projects are listed with sufficient information for the coordinating agency to identify their location. Typically, the HM Section provides a spreadsheet list outlining the project/property proposed action (acquisition, elevation, etc.), the mailing or road address (with city, state, county and zip code) and the Latitude/Longitude to the center point of the structure relative to the project/property.

The state reviews each application to ensure compliance with the North Carolina Environmental Policy Act, referred to as the State Environmental Policy Act or SEPA. Since HMPG grants use federal funds, FEMA must review each application for the appropriate NEPA determination and compliance with state and federal regulations and Executive Orders (EO).

[State Environmental Review Requirements](#)

The State's environmental review begins when the HM Development Branch notifies all the members of the State Clearing house by memorandum of projects being considered and developed for an HMGP application. The memorandum includes each project's location (with latitude and longitude), a description of the work to be done (in the case of acquisitions and elevations - a brief scoping document) and a discussion of the anticipated environmental impacts. A SEPA review is required if all of the following conditions apply:

- There is a State agency action (e.g., issuance of a permit or grant)
- Environmental impacts may occur
- These potential impacts are not exempt under predetermined minimum criteria allowed specifically for NCDPS, and
- There is an expenditure of State funds or use of public (State or local) lands.

The HM Section has the final authority to impose quality control over environmental work that is produced and submitted to both the State Clearinghouse and FEMA. In the case of acquisition, elevation, or mitigation reconstruction projects, the county/municipality must provide the HM Section with tax cards as part of the application information. The HM Section environmental specialist must be able to interpret and verify both the existing environmental conditions and the potential of environmental impacts of the proposed project. Therefore, if the site information needed cannot be obtained without doing a site visit, then NCEM environmental specialist may conduct a project site visit. The initial project site visit is to verify information included in the

application, determine whether a closer site inspection will be necessary in the future, and to determine whether there may be a need to conduct an Environmental Assessment.

The HM Section must determine from either site inspection, property title search, or other method if any of the properties were in or near a site likely to have been a deposit or storage site for toxic or hazardous materials. If so, then the county/municipality must confer with the property owner. As appropriate, the county/municipality should consider modifying their LOI to exclude these properties from their application.

Next, the HM Section determines whether any structures included in the project or whether the project site is recognized by NC Department of Cultural Resources as historically significant. Tax cards, as well as a determination by the SHPO will yield this information. The county/municipality will modify their application, as necessary, based on findings of preliminary environmental review, benefit-cost analysis, engineering, and eligibility reviews.

The HM Section or the county/municipality will discontinue the application process if, despite consideration of all allowable modifications and alternatives, either:

- The preferred modification is rejected
- All modifications to original application result in an ineligible application
- All possible modifications, although they would meet all requirements of FEMA's four reviews, are inconsistent with the State's disaster recovery or mitigation policies.

[3G2. Step Two - Proceeding with Final Documentation to FEMA](#)

Upon completion of all mandatory calculations, coordination with required external agencies and receipt of all required paperwork from property owners, the HM section will complete final application entries and submit the application to either the FEMA HMGP team in the Joint Field Office (JFO) or to Region IV. All applications will be submitted into the National Emergency Management Information System (NEMIS). If requests for information (RFIs) are received from FEMA, the development team will respond to those requests in 30 days or less to keep applications moving swiftly through the FEMA review process.

[Federal Environmental Review Requirements](#)

Throughout the State's work to develop the disaster application, FEMA Region IV works with the State, as the applicant, to gather information about potential EHP impacts and provide guidance to avoid, minimize, and mitigate impacts during initial project planning and development. The REO or any HMA EHP Specialist may provide the State, as the applicant, guidance on requirements for scope of work submittal and any other information or collection forms required for evaluation. In order for FEMA EHP to conduct the best evaluation possible, the State must ensure a complete application is submitted with an adequate scope of work (SOW) and project alternatives as applicable. When FEMA Region IV HMA Program Section receives the State's application FEMA programs will submit a copy of the State's application to FEMA EHP by email to initiate the federal EHP review. FEMA EHP will notify the FEMA program staff if additional EHP information is required so that the program staff can work with

the State to obtain required information and/or documentation. FEMA EHP will not conclude the EHP review until all necessary information is received. FEMA will document CATEXs, EAs, EISs, and every other EHP review process that requires documentation in the official system of record.

The following criteria must be met in order to fulfill the federal environmental review process:

- Comments from State Clearinghouse process: If any significant comments, concerns, or issues are raised through the SEPA review process, they should be addressed before submitting final application to FEMA.
- Compliance with the National Historic Preservation Act (NHPA).
- Documentation that no extraordinary circumstances, as defined in the 44 CFR, exist in relation to the proposed action.
- Permits with the Natural Resource Conservation Service, US Army Corps of Engineers, and/or US Fish and Wildlife Services, as necessary.

Upon completion of all technical and EHP reviews at FEMA Region IV, final decision on each application is made and an obligation letter is then signed by either FEMA Region IV Regional Administrator or the Federal Coordinating Officer. That letter is then transmitted to the State, through the HM Section, and begins the Implementation Phase of all approved projects.

3H. Receipt of Award Letters from FEMA

Upon receipt of an obligation letter from FEMA, the HM Section begins the process of completing the scopes of work specified in each and every grant letter. The work is executed by the Implementation branch of the HM Section. The Implementation branch will enter all necessary information into EMGrants for management of the project as well as begin project management task such as building work schedules, coordinating with property owners to identify when work will be completed on their properties and rights of entry, coordinate with contractors for project schedules, and work with engineers to ensure project drawings and specifications meet local building codes and other requirements.

The HM Section will use monthly progress reports, cost reports and information gathered in periodic project site visits to prepare a quarterly progress report on all open projects for presentation to FEMA Region IV no later than the 30th day following the end of a calendar quarter.

3I. Award Management through the Period of Performance (POP)

In order to efficiently manage all work required for any and all projects awarded by FEMA, the HM Office must adhere to proven construction and other project management principles. This requires the HM Office, working with DPS procurement and other state procurement agencies, to entering into contracts per 2 CFR 200.317 and following all of North Carolina's standards for procurement of non-federal work. The result of these contracts must ensure that work performed and billed supports the lines of effort to complete the work in FEMA's award letters. In the end, these contracts must focus on increasing the speed of work completion, ensuring the reliability of

the work performed, ensuring the highest quality of material and workmanship goes into each property and the quality assurance/quality control of work to meet the specifications and scope of work for each project. Effectively managing these key areas of project execution increases the likely hood of the state meeting the required period of performance as well as meeting or saving costs on all awarded projects.

3J. Setting up State Contracts

2 CFR 200.317 requires that “When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds” and that “The state will comply with § 200.322 *Procurement of recovered materials* and ensure that every purchase order or other contract includes any clauses required by § 200.326 *Contract provisions*.”¹ The HM Section will conduct contracting procedures according to state contract law and all other applicable laws and guidelines. Contracts will be competitively bid in accordance with (IAW) Federal and State guidelines and will be open to as many contractors as possible. Contractors will be competitively pre-qualified by studying each contractor’s past historical performance and reviewing personnel resumes to ensure they have both the pedigree and documented performance to support the work the state requires. The process of entering into these contracts begins by the issuance of a Request for Qualification (RFQ) upon receipt of a NOFO from FEMA. This allows ample time to move through the contracting process and meet all guideline timeline requirements in the FEMA grant letter. While the HM Section is developing the final application to FEMA. Issuing a RFQ at this time provides an ample amount of time for all contractors to be properly reviewed before selection. Once the HM Office submits the final application to FEMA for technical review and determination of possible award, the HM Office will establish work sectors which supports the disbursement of properties across the state. After all work zones are developed, the HM Office will send out a Request for Proposals (RFP) to those prequalified contractors to accept bid work. Contracts will be awarded as lump sum bids for anticipated work zones. Contractors will also be required to hire as many local sub-contractors from the counties where work is being done, to ensure as much money as possible is returned to impacted counties. Anticipated hiring of local contractors will initially be set at 50% and if exceptions are to be made, the HM Section will make that determination based on contractor’s demonstration that local skill craft is not available to support all work.

3K. Project Level Cost Tracking

Project Managers are responsible for cost tracking of all costs during the Period of Performance. Costs will be tracked IAW the developmental spread sheet and reimbursed IAW 2 CFR Part 200. Additionally, all duplication of benefit (DOB) receipts will be collected and maintained for each

¹ In contrast, all other non-Federal entities, including subrecipients of a state, must follow the more detailed requirements of 2 CFR 200.318 through 200.326. Accordingly, in cases where a county or municipality elects pursuant to Section 4 of this plan to “opt out” and to serve as the Sub-recipient itself, all procurement must be conducted in accordance with the procurement policies and procedures of the Sub-recipient and in compliance with 2 CFR 200.318-326. In cases where NCEM provides procurement technical assistance or serves as a purchasing agent for a Sub-recipient where the resulting contract is signed by the Sub-recipient (not by NCEM), the procurement must comply with 2 CFR 200.318 through 200.326. For additional guidance on procurement under federal grants, visit <https://www.fema.gov/procurement-disaster-assistance-team>.

property. For construction projects, whether elevations or mitigation reconstruction, Project Managers will develop cost sheets based on the construction contractor's pre-work submission. Cost tracking occurs throughout the project's life and payments will be made IAW contractor submittals. PMs will approve reimbursement for costs based on the monthly submittals from contractors IAW with the pre-work plan.

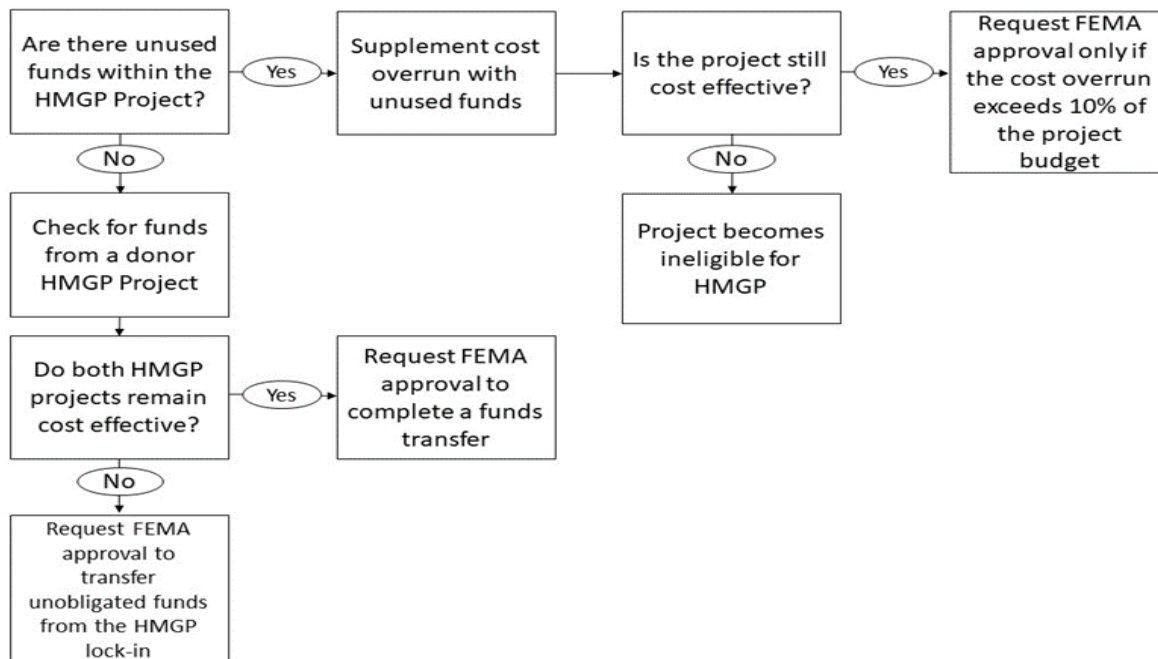
All cost reports from a contractor or sub-recipient, will be entered into EMGrants. PMs will review all costs within EMGrants and if allowable, forwards the approved reimbursement request to the Senior Project manager for review. Once the Senior PM completes the reimbursement review, those costs will be forwarded to the financial analyst to be processed for payment. Using EMGrants to track reimbursements allows the HM Section to manage and analyze costs associated with all projects and to prepare weekly, quarterly and monthly reports and avoid duplicate payments.

3L. Adjusting Project Costs and Cost Overrun Approval

If there is a cost overrun within a line item of a project and there are any unused funds within the project, the unused funds from within the project may be used to supplement the overrun only if the project remains cost effective. If the overrun exceeds more than 10% of the total project budget (for non-construction projects only), then FEMA must also approve the use of the unused portion of project funds. Steps include:

- 1) If there are costs adjustment within a project, that does not change the overall total project value, the SHMO approves the costs adjustments to the project. During close grant close out, changes approved are highlighted as cost corrections are highlighted on the project closeout sheet.
- 2) If there is an overall cost overrun on a project, then the SHMO must identify and notify FEMA Region IV. That notification will include a request for additional funding from either 1) a different project within the overall disaster grant that may have underruns or 2) from additional unobligated funds remaining in the grant.

The chart below is a good reference for making determinations on the scenarios described above:



3M. Award Closeout and Archiving

Once the Project Manager determines a project is complete IAW the Scope of Work, the project will be moved to the Closeout Branch to begin preparing final closeout paperwork. The closeout process begins with a closeout inspection that includes the Project Manager, a QA/QC engineer, a representative from the local county, the contractor performing the work and if possible, the property owner (for elevations and mitigation reconstructions). During this site visit, the Project Manager confirms: 1) successful completion of the Scope of Work per HMA Guidelines; 2) No adverse issues are encountered in the field (i.e. no encroachment on acquired parcels, or non-conforming issues encountered with elevations, GPS waypoints and photos are taken and have no issues); and 3) all documentation is on file at the local level per guidelines. Closeout deliverables, set forth through HMA Guidance and FEMA Approval Letters, are then collected as required. Final reimbursement for eligible expenses is then paid following a programmatically successful closeout visit and collection of all required deliverables.

3N. Administrative Closeout

Once the project is programmatically complete per above, the Project Manager will complete closeout file organization according the HM Section Standard Operating Guidelines. The closeout file is then submitted to the HM Section Chief and HM Section Closeout Specialist for final review of programmatic and fiscal information. The project is then submitted to the GAR for final approval via the completion of a FEMA Closeout Request Letter and a Project Closeout Certification Statement. The Project Closeout Certification Statement confirms that the NEMIS approved line items have been executed within the approved Scope of Work, and that all required deliverables are on file in the HM Section files. The FEMA Closeout Request Letter requests that FEMA Region IV programmatically close the project, and that any under runs be

de-obligated. FEMA then sends a Final Claims Letter confirming that this action has taken place.

3O. Archives

Project records are archived by NCEM Hazard Mitigation Section for three (3) years, both electronically and in hardcopy, as specified in 2 CFR 200.333 and the UHMA Guidance. Per HMA Guidance, the Sub-recipient is required to keep records for at least 3 years from the submission date of its single or last expenditure report submitted in accordance with 2 CFR Section 200.343 (HMA FY15 Guidance, F.1 Sub-award Closeout, pg. 90). Once this time period is complete, records are forwarded to the State Archives for storage.

Section 4 – Sub-Recipient Management of Grant Awards

4A. Local/Municipality Grant Management and Execution

While the state is prepared to manage all grants provided by the HM program, local municipalities or governments may request to self-perform the work provided in a grant. In order to do so, they must first consult with the HM Section Chief to lay out their plan to complete the work within the Period of Performance (POP) of the grant. Based on the sub-applicants past grant management performance combined with the current sub-applicant plan and the sub-applicant's management plan, the HM Section Chief will verify the required capacity exists at the local level to execute the grant's requirements. The HM Section Chief, after determining the sub-applicant is capable of managing the grant, a formal letter will be submitted to the NCEM Executive Director/GAR requesting permission for the local county/municipality authority to oversee specific project grants at the local level. Once the Executive Director/GAR concurs and signs the request, the Hazard Mitigation Section will execute a Grant Agreement with the local officials as well as notify FEMA that a county/municipality has been granted the authority to execute their project(s). The grant agreement will clearly outline the scope of work the local community must complete and will also outline critical dates that work must be accomplished within the POP.

If at any time during the grant the local municipality fails to meet critical dates and times as outlined in the grant agreement, fails to request reimbursements within 2 consecutive quarters, or demonstrates mismanagement of the program by not completing work within the specified scope or completing work that is substandard and not to local codes, the HM Section Chief will recommend to the Executive Director/GAR that based on lack of performance or mismanagement, the Grant Agreement should be terminated and the state should take over all remaining project work. If the Executive Director agrees, notification will be made to FEMA of the decision and a termination letter will be sent to the local authority stating that due to poor performance or mismanagement the grant agreement is terminated and the state will take over executing all remaining work. The local authority will have 30 days to appeal this decision and at the same time, all work must stop. If the local authority chooses not to appeal, any reimbursements required for the local municipality will be filed within 60 days of the termination letter for work done up until the time of termination. The HM Section Chief will review the reimbursement request to ensure that work was within the scope of the project and is reflective of work done up until the point of termination. If the local municipality wishes to appeal the decision of revocation, they can follow the appeals process laid out in Section 9 of this plan.

4B. Receipt of Award Letters from FEMA

Upon receipt of an obligation letter from FEMA, the HM Section executes a grant agreement with the sub-applicant. The grant letter is prepared by the Project Manager from the Implementation branch that will be assigned to review all work and prepare all reimbursements to the sub-applicant. Upon signing of the grant letter, the sub-applicant must begin completing the tasks supporting the scope of work of the project. The Project manager is always available to answer questions, provide technical guidance and settle questions. If a county retains a consultant to work on their behalf, the contract must be provided to the HM Section for review as well as to ensure the contract does not exceed the financial requirements of the FEMA award

letter. The sub-applicant will go through an implementation briefing attended by the sub-applicants' leadership, the SHMO, the Implementation branch Supervisor and the assigned project manager. At this briefing a review of EMGrants will be done in order to ensure the sub-applicant knows how to file for reimbursements and enter monthly progress reports. Progress reports will be completed on a standard form within the grant management software, EMGrants Pro, from the sub-recipient's designated agent to the NCEM Hazard Mitigation Section Program Manager not later than the 10th of each month. Sub-recipients who do not deliver timely progress reports will not be eligible for reimbursement of HMGP expenses until such time as accurate and timely progress reports are presented to NCEM.

4C. Award Management through the Period of Performance (POP)

In order to efficiently manage all work required for any and all projects awarded by FEMA, the sub-applicant must adhere to proven construction and other project management principles. This may include the HM Office, working with the sub-applicant and their consultant (if hired), entering into contracts per 2 CFR Section 200.318-326 and following all of North Carolina's standards for procurement of non-federal work. Additionally, the HM Section project manager will schedule minimum monthly sit-down reviews with the sub-applicant and their consultant to review the monthly progress report and planned work for the next month. This ensures the HM Section is aware of all work completed and anticipated and that all work stays on schedule to meet the POP for the award.

4D. Project Level Cost Tracking

The HM Section Project Managers remain responsible for cost tracking of all costs during the Period of Performance. Project Managers will work with retained consultants (if the local municipality decides to retain a consultant to assist with local project management capability) to ensure all receipts are maintained and documented for each property. Additionally, all duplication of benefit (DOB) receipts will be collected and maintained for each property. For construction projects, whether elevations or mitigation reconstruction, PMs will develop cost sheets based on the construction contractor's pre-work submission. Costs will ensure all projects come in at or under the developmental worksheet. PMs will then approve reimbursement for costs based on monthly submittals from contractors IAW with the pre-work plan.

All cost reports from a contractor or sub-recipient, will be entered into EMGrants. PMs will review all costs within EMGrants and if allowable, forwards the approved reimbursement request to the Senior Project manager for review. Once the Senior PM completes the reimbursement review, those costs will be forwarded to the financial analyst to be processed for payment. Using EMGrants to track reimbursements allows the HM Section to manage and analyze costs associated with all projects and to prepare weekly, quarterly and monthly reports and avoid duplicate payments.

4E. Adjusting Project Costs and Cost Overrun Approval

If there are cost overruns or changes to Scopes of Work, the sub-applicant (or their consultant) must submit in writing reasons for the changes or cost overruns. They will identify possible

underruns where funds may be moved from if a cost overrun. If a scope of work change, they are required to provide what work may have been done prior to the scope of work change is requested so that proper reimbursements can be made. Once all documentation is received by the HM Section, the SHMO will work with the sub-applicant to quickly move underrun funds if possible to keep work moving. If Scope of Work change meets BCA requirements, the SHMO will submit request to FEMA for approval of the Scope of Work request. Under no circumstances will the sub-applicant move any funds or begin any scopes of work changes without approval from the HM Section or an updated Grant Letter from FEMA. If an updated Grant Letter is required, then the sub-applicant will not do any work until an updated grant agreement is signed stipulating the new Scope of Work and the amended project funding for the project.

4F. Award Closeout and Archiving

Once the Project Manager determines or the sub-recipient notifies their assigned project manager that a project is complete IAW the Scope of Work, either through required Progress Reporting or other form of correspondence, the assigned HM Section Chief will prepare for a close out visit. The close out visit will consist of the Project Manager, a QA/QC engineer, a representative from the sub-applicant, their consultant (if applicable) and if possible the property owner. During this site visit, the Project Manager confirms: 1) successful completion of the Scope of Work per HMA Guidelines; 2) No adverse issues are encountered in the field (i.e. no encroachment on acquired parcels, or non-conforming issues encountered with elevations, GPS waypoints and photos are taken and have no issues); and 3) all documentation is on file at the local level per NCEM guidelines. Closeout deliverables, set forth through HMA Guidance and FEMA Approval Letters, are then collected as required. Final reimbursement for eligible expenses is then paid following a programmatically successful closeout visit and collection of all required deliverables.

4G. Administrative Closeout

Once the project is programmatically complete per above, the Project Manager will complete closeout file organization according the HM Section Standard Operating Guidelines. The closeout file is then submitted to the HM Section Chief and HM Section Closeout Specialist for final review of programmatic and fiscal information. The project is then submitted to the GAR for final approval via the completion of a FEMA Closeout Request Letter and a Project Closeout Certification Statement. The Project Closeout Certification Statement confirms that the e-Grants or NEMIS-approved line item budget has been executed within the approved Scope of Work, and that all required deliverables are on file in the NCEM Hazard Mitigation Section. The FEMA Closeout Request Letter requests that FEMA Region IV programmatically close the project, and that any under runs be de-obligated. FEMA then sends a Final Claims Letter confirming that this action has taken place.

4H. Archives

Project records are archived by NCEM Hazard Mitigation Section for three (3) years, both electronically and in hardcopy, as specified in 2 CFR 200.333 and the UHMA Guidance. Per HMA Guidance, the Sub-recipient is required to keep records for at least 3 years from the submission date of its single or last expenditure report submitted in accordance with 2 CFR

200.343 (HMA FY15 Guidance, F.1 Sub-award Closeout, pg. 90). Once this time period is complete, records are forwarded to the State Archives for storage.

Section 5 –Grant Management and Administrative

5A. Grant and Fund Management Procedures

NCEM manages grant funds in accordance with federal and state guidance and procedures including those procedures identified in 2 CFR Section 200, N.C. Gen. Stat. § 143B-426.39, N.C. Gen. Stat. § 143C-6-22 -23, administrative code regulations and internal policies, procedures and guidance set forth in NCDPS and NCEM standard operating guides and procedures.

The NCEM Hazard Mitigation Section uses a variety of methods to collect grants administration information and completes a monthly review of all pertinent sources of information to ensure that funds are being drawn down and disbursed in accordance with the scope of work, timeline and budget identified and approved in each project. On a monthly basis, the NCEM Hazard Mitigation Section reports to the Division Budget Officer and Deputy Director to advise on the use and availability of funds and the consistency of information shown in various fiscal tracking tools. Three main systems are used to track program expenses and expenditures:

Project Cost Tracker: As cost reports are received from a Sub-recipient, the Hazard Mitigation Project Cost Tracker allows staff to collect and track expenditures according to approved cost estimate line items within a project's scope of work. In addition to recording costs, the Project Cost Tracker allows the Project Manager to manage and analyze costs associated with an HMGP project, prepare weekly, quarterly and monthly reports and avoid duplicate payments.

Grants Management Database: The Grants Management Database is operated and maintained by the Fiscal Section of the NCDPS. In addition to Sub-recipient information, period of performance dates, and cost share distributions, the Grants Management Database indicates project budget information, cost report payment dates and total expenditures. It also allows the user to run reports based on all HMGP projects within a given disaster or cost center.

North Carolina Accounting System (NCAS): The North Carolina Accounting System (NCAS) is an accounting system that facilitates internal control over fiscal operations and provides a structure for recording accounting data for the purpose of preparing standardized financial statements and reports.

5B. Key Grant Management Terms

Approval: NCEM receives notice of approval of specific project sub-applications from FEMA Region IV. If there is a sub-recipient for a project, notice is provided to them along with instructions that no project activities are to begin prior to the execution of a Grant Agreement between the Sub-recipient and the NCEM.

Obligation: NCEM receives official written notice on form 76 –A and an official Project Award Letter from FEMA Region IV that shows the obligated federal amount that is deposited into the NCEM SMARTLINK account.

Grant Agreement: upon receipt of an Award Letter, NCEM Hazard Mitigation Section drafts a grant agreement between any Sub-recipient and NCEM. This agreement serves as the legal basis for distribution and reimbursement of funds, project management and resolution of any issues that may arise during, or as a result of project administration. For a detailed list of procedures related to projects including management costs refer to the attached “Chapter 2 Financial Management”.

Drawdowns: Any Sub-recipients request reimbursement of eligible project and management cost expenses through the use of a NCEM Cost Report. Requests for reimbursement (or advance of funds) **MUST** be submitted through a standard form on EMGrants Pro and **MUST** be accompanied by suitable supporting documentation that confirms the amount of the requested reimbursement or advance and that provides a suitable link between the item being billed and the scope of work of the approved project grant. Cost reports identify sub-recipient, project title and have an attached detailed and itemized list of expenses with receipts, paid invoices, or other suitable documentation.

Closeout: Once project work is complete, NCEM will work with Sub-recipient to audit records, make a final site visit to collect photographs of completed work, collect final latitude/longitude information and ensure relevant and necessary deed restrictions have been recorded and that final fiscal records balance. Financials will be balanced across all offices responsible for tracking funds expended beginning with the local municipality to the HM Section to NCEM finance, DPS finance and other State-level agencies. NCEM will request formal project closeout and de-obligation of excess funds where possible within 90 days of the completion of the project. If for any reason closeout cannot be accomplished within 90 days, the HM Section will notify FEMA regional representatives no less than 60 days prior to the end of the Closeout and Liquidation Period (CLP) to request an extension to the CLP in order to allow for proper and successful closeout. Sample documents are available from NCEM-HM by request.

5C. Management Cost Administration

The HM Section will request management costs pursuant to FEMA Policy #104-11-1 and Stafford Act Section 324. NCEM will expend awarded Management Costs in compliance with Section 324 and any relevant FEMA guidance. Eligible Management Cost Expenses include indirect costs, direct administrative costs, and other administrative costs associated with a specific project.

FEMA Policy #104-11-1 supersedes the UHMA guidance on management costs, except for the list of eligible management cost activities identified in the UHMA Guidance Part III E.1.5 (to include but are not inclusive):

- Solicitation, review and processing of sub-applications and sub-awards
- Sub-application development and technical assistance to sub-applicants regarding feasibility and cost effectiveness and BCA
- Geocoding mitigation projects identified for further review by FEMA

- Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, closeouts)
- Technical monitoring (e.g., site visits, technical meetings, etc.)
- Purchase of equipment, per diem, travel expenses and professional development directly related to implementation of HMA programs
- Staff salary costs directly related to performing the activities listed above

5C1. State Management Costs

The allocation of the 10% recipient management costs will not change. The state will utilize the funds provided by FEMA to pay all of the allowable costs to staff, operate and conduct eligible activities under the grant. These costs will be requested per the current requirements laid out by FEMA and will be accounted for, reviewed and closed out per current standing Guidance, regulations and policies. As an Enhanced Plan state, initially NCEM will request up to 25% of available estimated management costs to support all work necessary to prepare a disaster grant for submission to FEMA. Once projects have been obligated, NCEM will request annual management costs to support HM Section operations on regular intervals, normally two (2) times per year.

5C2. Sub-Applicant Management Costs

The allocation of the 5% sub-recipient costs will operate under a modified procedure where the funds would be used to reimburse local jurisdictional activities the state requests them to perform. The 5% management cost funds will be requested in NEMIS and will be reimbursed based on actual cost incurred as specified on the authorizing letter received from Region IV. The HM Section will request and make available local management costs for project administration activities upon obligation of grant funds pursuant to Stafford Act section 324. The management costs for the county/municipality will be no more than 5% of the total awarded projects for their county/municipality. The HM Section will provide management cost letters to each county/municipality, whether the state will be doing the work for the county or if the county elects and is approved to do the work as a sub-grantee. Intent of the separate letter for management cost is to ensure management costs are not mixed and reimbursed with project costs. The HM Section fully supports the local management cost being for the sole use of the county/municipality and the extra costs they may incur to administer the grant if awarded as a sub-grantee. Management costs are to be reimbursed per normal reimbursement procedures through EMGrants. Reimbursable costs include the hiring of local consultants (if the county/municipality retain such services) to perform management activities. In the event that the county/municipality chooses not to pursue Management Cost funding, NCEM will request that they opt out in writing and a copy of their notice will go to the project development file.

If a county/municipality is approved to self-manage project work pursuant to Section 4 of this Plan, the sub-recipients are reimbursed for their management costs up to 5% of the total amount of eligible project funds reimbursed. Management Costs may be held by the State, if the sub-applicants fail to submit monthly progress reports on time and 100% accurate as of the reporting date. The State will also not incrementally reimburse over 90% of planned management cost for

a project. The final 10% of eligible management cost expenses will be held until the final/closeout progress and cost reports are submitted. This is to ensure management costs are not over-reimbursed thus triggering a de-obligation action. The HM Section will closely monitor the Sub-Recipient's drawdown of Management Costs using progress reports and cost reports submitted monthly or as needed/requested. In the event draw down of Management Cost funds is not on pace to be fully executed by the Sub-Recipient, coordination will be made between the HM Section and the Sub-Recipient. In the event Management Cost funds are not fully expended by the Sub-Recipient, those remaining funds will be de-obligated and not used by the State.

5D. NCEM/FEMA Spend Plan Coordination

In addition, the NCEM Hazard Mitigation Section works very closely with FEMA Region IV on a federally-required Spend Plan. The FEMA Spend Plan times the obligation of project funding in a coordinated manner. NCEM and FEMA Region IV collaborate to consider elements including State prioritization and projected project complexity (e.g., number of structures or potential Environmental and Historic Preservation issues). The steps for collaborating on the FEMA-required Spend Plan include:

- A. Once all projects are evaluated for eligibility and cost effectiveness, a global submission roster for 5% Initiative, Planning Set-Aside, and Brick and Mortar projects is submitted by the Hazard Mitigation Grants Branch to the GAR for approval.
- B. The GAR will review, approve, and if necessary modify the submission roster and project prioritization.
- C. The Hazard Mitigation Section will then contact the FEMA Region IV Program Specialist and provide the GAR-approved submission roster, and subsequently work with Region IV HMA staff to project timeframes of anticipated federal obligations. This may involve working sessions between NCEM Hazard Mitigation Section staff and FEMA Region IV HMA staff to ensure that projects conveyed on the submission roster are integrated into FEMA's latest Spend Plan template.
- D. FEMA obligates projects according to the timescale as set forth by the Spend Plan and maintains close contact with NCEM Hazard Mitigation Section staff to adjust as necessary based on factors including technical review, Requests for Information (RFI's) or other information.

5E. Compliance with Federal Regulations and Guidelines

The NCEM Hazard Mitigation Section ensures compliance with the administrative and audit requirements as directed by FEMA, through appropriate award letters and other written guidance as required. All requirements of 2 CFR Part 200 are addressed.

5F. Applicable Federal Regulations and Procedures (2 CFR part 200)

Key 2 CFR part 200 requirements include the following. The relevant 2 CFR part 200 provision is shown in parentheses at the beginning of each section.

(200.201) Use of grant agreements: All subgrants shall be made in accordance with 2 CFR 200. The Grant Agreement (GA) is the binding legal contract that shall be made between the Sub-recipient and NCDPS governing all actions and activities related to the HMGP funds to any local government or other entity. The Grant Agreement between Sub-recipient and NCDPS is the principle document used to ensure that local government Sub-recipients are using funds for eligible purposes. 2 CFR Subpart E, *Cost Principles*, establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. Following execution of the grant agreement, NCEM Hazard Mitigation Section staff is to conduct an implementation meeting with local government representatives to provide guidance concerning appropriate use of funds. Funds are not reimbursed unless a direct link between the expense and the approved project scope of work and budget detail document can be established through provision of suitable back up documentation including, but not limited to, paid or signed advance invoices, time sheets, etc.

(200.203) Notices of funding opportunities: Applications for funding through the Hazard Mitigation Grant Program are completed and submitted to FEMA using the NEMIS System. NCEM Hazard Mitigation Section Project Managers provide technical assistance to communities in completion of all portions of the NEMIS application. Completed sub-applications are reviewed by the NCEM Hazard Mitigation Section Chief and are approved for final submission to FEMA. Prior to submission to FEMA, application briefs are reviewed by the Director of NCEM to ensure that non-federal funds match capabilities are not being exceeded.

(200.205) High Risk Recipients: North Carolina maintains a list of high risk and debarred communities. NCEM will not enter into a grant agreement with a high-risk community until and unless a special grant agreement incorporating additional oversight and funds management procedures is executed. See part (23)(a) and (23)(b) of the sample grant agreement. NCEM will not enter into agreements with debarred communities.

(200.213) Sub-awards to Debarred and Suspended Parties: NCEM/NCDPS will not enter into a grant agreement with any debarred or suspended party. Should a Sub-recipient be suspended or debarred during the course of execution of an HMGP grant, parts 9, 10 and 11 of the grant agreements shall provide recourse.

(200.302) Standards for Financial Management Systems: The NCEM Hazard Mitigation Section has a well-documented procedure for maintaining oversight and control over all accounts and expenses.

(200.305) Payment: The NCEM Hazard Mitigation Section maintains a well-documented system to manage payment requests and disbursements to local government Sub-recipients for advance or reimbursement of programmatically eligible funding pursuant to the grant agreement, project budget and scope of work, and all applicable rules, policies, guidance and standards.

(200.306) Matching Funds or Cost Sharing: Under HMGP, the State of North Carolina will pay the 25% non-federal cost share on all approved project, plan and initiative applications. The cost share is broken out in both the application detailed budget and in part (2) of the grant agreement.

(200.307) Program Income: Disposition of program income is addressed in the grant agreement executed between NCDPS and the Sub-recipient. Attachment D, page D-3 item 7 addresses program income. If NCEM identifies program income that has not been returned to the state, funds will be offset from future reimbursement requests against the HMGP, other UHMA funding programs or Public Assistance. NCEM pays careful attention during the project development stage to avoid creating situations where program income might be generated.

(200.308) Revision of budget and program plans: All requests for a change in the approved scope of work for a specific HMGP project shall be addressed in writing to the NCEM-HM Grants Branch Manager. The NCEM-HM Grants Branch Manager will evaluate such requests, and if deemed valid, the NCEM-HM Grants Branch Manager will contact the Region IV HMA Branch Chief and request approval of the change of scope. Changes of scope must still result in a sound, cost effective project that meets all other programmatic requirements.

The NCEM-HM Grants Branch Manager will evaluate all requests for a change in budget on specific HMGP projects. Changes in budget that can be accommodated within an already approved budget without increasing or decreasing a single budget line item by more than 10% for non-construction projects may be approved by the NCEM-HM Grants Branch Manager. Changes in budget that are in excess of 10% for non-construction projects of a given line item, or that require the obligation of additional funds will be evaluated by the SHMO and forwarded to the Region IV HMA Branch Chief for approval if such budget change does not materially impact the cost effectiveness of the overall project and provided additional unobligated HMGP funds are still available. Eligible budget realignments are permissible for construction projects under the FY15 UHMA that governs DR-4393.

(200.309) Period of Performance: A project grant period of performance is established on the FEMA obligation letter. The grant agreement executed between NCEM and Sub-recipient establishes a project period of performance that is usually at least 90 days shorter than the POP established in the obligation letter. Should conditions warrant, NCEM may amend the POP established in the grant agreement. If warranted, NCEM may ask FEMA to extend the official period of performance for a specific grant or for the general HMGP period of performance. Outside of extreme circumstances, NCEM will advise FEMA of the need for a grant extension at least 90 days prior to the expiration of the FEMA Period of Performance.

(200.311) Real Property: The grant agreement, the NCEM SOG and the UHMA guidance promulgated by FEMA govern the disposition of real property that is impacted by actions associated with HMGP projects. Property disposition, title and restriction shall be in accordance with 2 CFR part 200.311, 44 CFR part 80 and 44 CFR part 206 as applicable.

(200.317-326) Procurement:

a. Procurement by State agency. 2 CFR 200.317 requires that when procuring property and services under a Federal award, a State agency must follow the same policies and procedures it uses for procurements from its non-Federal funds. In addition, a State agency must

comply with § 200.322 *Procurement of recovered materials* and ensure that every purchase order or other contract includes any clauses required by § 200.326 *Contract provisions*.

b. Procurement by local governments and other non-State entities. In contrast, all other non-Federal entities, including subrecipients of a state, must follow the more detailed requirements of 2 CFR 200.318 through 200.326. Accordingly, in cases where a county or municipality elects pursuant to Section 4 of this plan to “opt out” and to serve as the Sub-recipient itself, all procurement must be conducted in accordance with the procurement policies and procedures of the Sub-recipient and in compliance with 2 CFR 200.318 through 326. In cases where NCEM provides procurement technical assistance or serves as a purchasing agent for a Sub-recipient where the resulting contract is signed by the Sub-recipient (not by NCEM), the procurement must comply with 2 CFR 200.318 through 200.326. For additional guidance on procurement under federal grants, visit <https://www.fema.gov/procurement-disaster-assistance-team>.

NCEM will request a copy of local procurement practices and process for review during implementation and prior to project closeout. No reimbursements for services, supplies or equipment shall be made to Sub-recipient until such documentation has been provided and reviewed by NCEM. During the sub-application process, Sub-recipients shall provide signed copies of all relevant notices and assurances associated with the Federal Standard Form 424 process. Pursuant to section (10)(a) of the grant agreement, neither NCEM nor NCDPS shall assume any liability for acts or purchases made by or on behalf of the Sub-recipient.

(200.327) Financial Reporting: Grants management fiscal status shall be reported by the Fiscal Section of the NCDPS in accordance with the requirements of 2 CFR 200.327. NCEM will assist in the provision of these reports by maintaining oversight of all expenditures, encumbrances, and reimbursements via a monthly review of all relevant books and accounting systems to help insure appropriate use of state and FEMA funds.

(200.328) Monitoring and Reporting Program Performance: NCEM shall monitor all grants and all grant funded activities in accordance with part 200.328 of 2 CFR. NCEM shall secure a progress report from each grant recipient no later than the 10th day of the month. The report shall be made on the form provided by NCEM and shall be delivered via US mail, by hand, or by electronic media as agreed between the Sub-recipient and the NCEM Project Manager. Cost reports will not be reviewed, and funds will not be reimbursed in the absence of a complete and up to date progress report. Project Managers shall note receipt or non-receipt of monthly progress reports on the Hazard Mitigation Tracker Spreadsheet.

NCEM shall provide FEMA Region IV with a quarterly progress report not later than the 30th day of the month following the end of a calendar quarter. Said report shall provide a snapshot of project progress based on both an analysis of work done toward completion of the approved scope of work and an analysis of funds spent and reimbursed. Quarterly reports shall be detailed enough to provide a realistic view of project status.

(200.333) Records Retention: NCEM shall retain all grant related records in accordance with 2 CFR 200.333. Part (7) of the grant agreement governs local records retention by the Sub-

recipient. NCEM retains original paper records and also scans any materials received in order to maintain an electronic archive.

In addition to the three-year requirement set forth in 44 CFR, North Carolina regulations and practices dictate that when the state or federally mandated records retention period expires, all public records and documents shall be appropriately preserved and delivered to the NC Department of Archives and History for retention for an additional 5 years. Prior to submission of records to the NC Department of Archives and History, NCEM HM staff will review materials and redact any personal information such as social security numbers, dates of birth, or other sensitive information, or any information such as NFIP claims history that is protected by the US Privacy Act. At the conclusion of the 5-year retention period, the NC Department of Archives and History will review the records for cultural and/or historical significance, and if none is found, will destroy the records.

(200.338) Remedies for noncompliance: Should NCEM HM find a Sub-recipient in violation of any provision of grants law, code, policy or guidance, a remedy shall be enforced pursuant to 2 CFR 200.338. Specific and non-specific remedies are addressed in Part 11 of the grant agreement.

(200.339) Termination: Termination of grant contracts (agreements) is governed by part 11 of the NCDPS grant agreement.

(200.448) Intellectual property: It is not anticipated that any copyrighted material will be produced or procured using HMGP funds. Should such a situation arise, 2 CFR 200.448 would be the governing guidance. In addition, disposition of copyrights may also be addressed in part (23)(a) and (23)(b) of the grant agreement.

(200.501) Audit requirements: Non-federal entity audit requirements are addressed in part 14 of the grant agreement between NCDPS and the Sub-recipient. Part 14 (b) addresses the single audit act.

(206.437) (b)(xi) 404 Plan Compliance: This plan outlines procedures and processes in accordance with the requirements of 44 CFR part 206. 2 CFR Part 200 compliance is addressed in other parts of this Plan. Part 206 compliance is addressed in detail in each section of this plan and elsewhere in NCEM SOGs and grant agreements.

5G. Provision of Technical Assistance

The Hazard Mitigation Grants Section of NCEM is committed to providing outstanding service to the citizens and local governments of North Carolina and as such will provide technical assistance to local governments in all phases of the hazard mitigation project process including planning, project identification, grant sub-application development, environmental review, benefit cost analysis, project implementation and closeout. Certain aspects of project development and implementation call for specific skills including engineering, design, construction, interpretation of laws, rules and regulations from a variety of fields, and evaluation of environmental conditions and impacts. While Hazard Mitigation Section Specialists may not

be qualified by education, license or experience to perform certain duties, NCEM is a coordinating agency, and as such will make every effort to ensure that local governments have access to the best possible advice from experts within NCEM, other agencies or certain professionals as warranted by specific situations.

Sub-recipients may request technical assistance from the NCEM Hazard Mitigation Section at any time during any phase of project development or implementation by contacting their NCEM Area Coordinator, the Hazard Mitigation Section Chief/SHMO or any member of the Hazard Mitigation Section Staff. Hazard Mitigation Specialists will make regular contact with Sub-recipients during the entire project lifetime to ascertain whether or not technical assistance is required. Contact may be in the form of telephone calls, emails, project site visits, or other means as appropriate.

5H. Quarterly Reporting of Approved Projects

The NCEM Hazard Mitigation Section overhauled its internal tracking system for all projects and Management Costs. Construction and planning grants are tracked in the Section's "Hazard Mitigation Project Tracker." The project tracker contains vital Scope of Work, Period of Performance, and Financial Data (i.e. obligations from FEMA Award Letters, and Authorizations/Encumbrances from ongoing drawdowns).

The Hazard Mitigation Project Tracker has Quarterly Report templates that roll up ongoing data entry activities. Quarterly Progress Reports (QPRs) are generated from EMGrants Pro, the grants management software program. This information is sent to the North Carolina Program Lead at FEMA Region IV on a quarterly basis. The fields that are populated in the QPR were agreed upon in meetings between the NCEM Hazard Mitigation Section and FEMA Region IV in 2009. The QPR template is flexible and can be modified going forward to meet FEMA Reporting needs.

These programmatic QPRs are then reviewed in person which may include site visits conducted by the FEMA Region IV Program Leads shortly after submittal. Programmatic issues and strategies are discussed each visit.

5I. Compliance with Audit Requirements

This plan complies with the quarterly reporting requirements set forth in 44 CFR part 206. The audit requirements for HMGP are set forth in 2 CFR Part 200 Subpart F. This circular establishes audit requirements for state, local, and Indian tribal governments that receive federal assistance. It requires that audits be performed on an organization-wide basis and not on a grant-by-grant basis. These audits are conducted in order to determine, for the entire organization, whether:

financial operations are conducted properly,

the financial operations are presented fairly,

the organization has complied with laws and regulations affecting the expenditure of federal funds,

internal procedures have been established to meet the objectives of federally assisted programs, and

Financial reports contain accurate and reliable information.

In general, audits of federal funds received by NCEM will be conducted as part of the regular audit cycle as required by N.C. Gen. Stat. §§ 159-34, 143C-2-1, and 143C-6-23. The 2 CFR Part 200 Subpart F audit requirements are an extension of the traditional financial audit that most governments are receiving now and include:

A supplemental schedule of grant activity - which lists selected grant data on a grant-by-grant basis

An auditor's report on the supplemental schedule, an auditor's report on internal control, an auditor's report on compliance matters, details of questioned cost and practices, noncompliance and other audit findings.

Audits of federal funds should be conducted in accordance with:

Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States. GAGAS incorporates the typical Generally Accepted Auditing Standards (GAAS) but involve additional auditor responsibilities including special reporting on internal controls and on compliance with applicable laws and regulations.

The General Accounting Office "Guidelines for Financial and Compliance Audits of Federally Assisted Programs."

The State will use the established internal procedures for reviewing and submitting to audits. These audits will be conducted as needed or as requested. Audits will be recorded and maintained with the associated grant programs. For the purposes of this plan, DR-4393-NC audits will be documented and maintained with administrative files associated with DR-4393-NC.

Noncompliance – The NCEM Hazard Mitigation Section will retain the authority to address a sub-recipient's noncompliance with grant requirements. The NCEM Hazard Mitigation Section will provide an opportunity to sub-recipients to bring the grant into compliance, if applicable, or by imposing remedy actions or special conditions on Sub-recipients that fail to comply with grant requirements (2 CFR Part 200.207 and 2 CFR Part 200.338). Remedies, solutions or plans of action to bring grants back into compliance will be determined by the NCEM Hazard Mitigation Section as appropriate based on the conditions and circumstances.

5J. Processing of Appeals

For any county/municipality or sub-recipient, appeals concerning project prioritization or selection for further development will first be addressed to the NCEM Hazard Mitigation Section Chief. Appeals shall be in writing and shall be delivered no more than 30 days after a decision has been published either electronically, or in written format.

Policy decisions rendered by the NCEM Hazard Mitigation Section Chief may be appealed within 30 days to the Director of the North Carolina Emergency Management.

Appeal of decisions concerning project eligibility, funding, or other matters that arise following obligation of funds by FEMA shall be made in accordance with guidance promulgated in 44 CFR 206.440. Sub-recipients may send written appeals to the NCEM Hazard Mitigation Section Chief/SHMO who will evaluate the merit of the appeal and forward it to the Regional Administrator for consideration. Additional (further) appeals will be handled according to the instructions in 44 CFR 206.440.

5K. Incorporation into State Emergency Operations Plan

The State Hazard Mitigation Grant Program Administrative Plan will be incorporated by reference into the state Emergency Operations Plan (EOP) upon approval by FEMA.

5L. Plan Review and Maintenance

This HMGP Administrative Plan will be reviewed annually to ensure compliance with applicable federal and North Carolina statutes, laws, regulation and policies. This plan may also be updated to meet any organizational changes in policy or to improve program delivery and administration.

APPENDIX I: DEFINITIONS

Grant means an award of financial assistance.

Hazard Mitigation is any sustainable action taken to reduce or permanently eliminate the long-term negative consequences to human life and property from natural hazards.

Recipient or Grantee means a government to which a grant is awarded, and which is accountable for use of the funds provided. The Recipient is the entire legal entity even if only a particular component of the entity is designated in the grant award document. The State is the Recipient except as noted in 44 CFR 206.436(g)(1) regarding Indian tribal governments.

Subrecipient or Sub-Grantee means the government or other legal entity to which a sub-grant is awarded, and for which is accountable to the Recipient for the use of the funds provided. Sub-recipients may be a State agency, local government, private non-profit organization, or Indian Tribe as outlined in 44 CFR 206.434(a).

Management Cost means any administrative expenses and any other expenses not directly chargeable to a specific project that are reasonably incurred by a Recipient or Sub-recipient in administering and managing a PA program or HMGP grant award.

Letter of Interest means the initial notice that the State intends to participate in the Hazard Mitigation Grant Program, which will be submitted to FEMA by the State within 60 days of the declaration, as outlined in 44 CFR, Section 206.436.

Private Non-Profit Facility means any private nonprofit educational, utility, emergency, medical, or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations. See 44 CFR 206.221(e) for full definition..

Project means any mitigation measure, project, or action proposed to reduce risk of future damage, hardship, loss, or suffering from disasters. The term "project" is used interchangeably with the term "measure" in the Federal regulations, and the term "measure" is used interchangeably with the term "project".

Section 322 Hazard Mitigation Plan is the hazard mitigation plan that identifies and evaluates mitigation opportunities. Mitigation plans are required under Section 322 of the Disaster Mitigation Act of 2000 (44 CFR part 201 for local hazard mitigation plan requirements) as a condition of receiving Federal Disaster Assistance. The Act permits states to adopt either a Standard or Enhanced all-hazard Mitigation Plan. A Standard Plan permits up to 15% and an Enhanced Plan permits up to 20% for HMGP funding.

Section 404 Administrative Plan is the plan required by Section 404 of the Stafford Act (44 CFR 206, Subpart N) to administer the Hazard Mitigation Grant Program.

Section 404 Project means a project proposed by eligible sub-applicants to the State Hazard Mitigation Officer for funding following a Presidential Major Disaster Declaration.

Other definitions applicable to the administration of the hazard mitigation program are found at 44 CFR 206.431, and the North Carolina Administrative Plan for Public Assistance.

APPENDIX II: APPLICATION MANAGEMENT

Appendix II-A: Grant Development

Tasks to be performed:

- a) Evaluate potential projects identified by the MOAS
- b) Establish funding priorities by category based on local government response
- c) Contact local governments and discuss sub-applicant eligibility and potential mitigation activities
- d) Solicit Letters of Interest (LOIs)
- e) Conduct site visits with sub-applicants to determine information needs and eligibility of proposals including compatibility with local HM Plan
- f) Establish deadlines for final sub-applications
- g) Collect information for project environmental review
- h) Establish project priority ranking on final sub-applications
- i) Establish funding cut-off levels based on project ranking
- j) Coordinate notification to sub-applicant of scoring and funding decisions
- k) Coordinate sub-applicant appeals
- l) Assign HM Project Managers to specific projects
- m) Coordinate additional data needs for final sub-application preparation, including benefit cost and environmental analysis
- n) Coordinate notification to sub-applicants of any additional data submittal deadlines
- o) Coordinate notification to sub-applicants of unfavorable benefit-cost analysis results or otherwise ineligible proposals
- p) Conduct environmental review and prepare report for CATEx
- q) Coordinate preparation and final review of projects prior to submission to FEMA
- r) Brief State Hazard Mitigation and Long-Term Recovery Advisory Group on sub-application status
- s) Coordinate the preparation of draft news releases for HMGP projects
- t) Document need for additions and/or changes to existing HMGP policies during project development
- u) Prepare overall HMGP budget spreadsheet for disaster
- v) Develop Management Cost budget and application
- w) Conduct benefit cost and environmental analysis training for staff and local officials

Benefit Cost Analysis

Under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) {Sec 404} 5170c. Hazard Mitigation: (a) In General the President may contribute up to 75 percent of the cost of hazard mitigation measures which the President has determined are cost-effective and which substantially reduce the risk of future damages, hardship, loss, or suffering in any area affected by a major disaster.

The Code of Federal Regulations (CFR), the State of North Carolina shall administer HMGP funds in accordance with the following: TITLE 44, CHAPTER I, PART 206, Subpart N--Hazard Mitigation Grant Program Sec. 206.434 Eligibility. 5) Be cost-effective and substantially reduce

the risk of future hardship, loss, or suffering resulting from a major disaster. The Recipient must demonstrate this [cost-effectiveness and substantial reduction] by documenting that the project;

1. Addresses a problem that has been repetitive, or a problem that poses a significant risk to public health and safety if left unsolved;
2. Will not cost more than the anticipated value of the reduction in both direct Damages and subsequent negative impacts to the area if future disasters were to occur. Both costs and benefits will be computed on a net present value basis;
3. Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options;
4. Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address;
5. Considers long-term changes to the areas and entities it protects and has manageable future maintenance and modification requirements.

Benefit/Cost Analysis of HMGP project proposals will be conducted using the most current guidance available from FEMA.

Appendix II-B: Grant Implementation

Tasks to be performed:

- Coordinate with Fiscal Section on receipt of FEMA obligation packages
- Coordinate with PIO the preparation of news releases on awarded grants
- Coordinate with Fiscal Section and Office of State Attorney General the preparation of project Grant Agreements
- Conduct training on grant implementation for staff and sub-applicants
- Coordinate receipt and payment of sub-applicant reimbursement requests
- Coordinate receipt of payment notification by Department
- Coordinate receipt of project progress reports
- Brief State Hazard Mitigation and Long-Term Recovery Advisory Group on status of projects
- Document need for additions and/or changes to existing HMGP policies during implementation
- Document the need for project cost overruns and other unexpected impacts on project timelines (see appendix IV-Process for Addressing Cost Overruns)
- Conduct closeout visits with communities; closeout grants with community and FEMA

Appendix II-C: Grant Closeout

Tasks to be performed:

- a) Receive notification from the Sub-recipient that a project is ready to close either through the ongoing monthly monitoring process or via correspondence (formal or informal).
- b) For all “brick and mortar” projects: conduct a closeout site visit to the project site to confirm programmatic compliance. Inspect local files for completeness according to NCEM HM Branch closeout checklists. Retrieve copies of required deliverables for the Scope of Work according to NCEM HM Branch closeout checklists and the FEMA Award Letter. Inspect structures and/or cleared parcels to ensure compliance with NCEM SOP’s and UHMA Guidance. Retrieve a signed “Project Completion Certificate” from the Sub-recipient to document the Sub-recipient’s official completion with the project Scope of Work.
- c) Obtain a reimbursement request (“Cost Report”) for remaining eligible expenses within the Scope of Work. Ensure that these reimbursements have occurred within the State and Federal Period of Performance, as documented by the NCEM-Sub-recipient Grant Agreement and FEMA Award Letter. Process payment request for eligible expenses according to NCEM HM Branch guidelines.
- d) Conduct administrative closeout well within the final 90-day FEMA Admin Project Closeout period. Compile project documentation and deliverables in hard and electronic copy files according to NCEM HM Branch Guidelines. Conduct final financial project reconciliation, and balance project-specific financial records for encumbrances (“Project Cost Tracker”) to HM Branch aggregate records for encumbrances (“Hazard Mitigation Project Tracker”) to the NCDPS database for actual payments (“Grants Management Database”).
- e) Closeout File Review Process: Submit file to the Hazard Mitigation Grants Branch Manager who reviews for programmatic compliance and financial accuracy against NCEM SOP’s, checklists, the FEMA Award Letter, and UHMA Guidance.
- f) FEMA Closeout Request Process: through the SHMO and NCEM Recovery Chief, submit a project closeout request letter to the GAR for signature that also includes a Project Closeout Certification Statement. The Project Closeout Certificate Statement attests to the final expenditures across all line items in the FEMA-approved Scope of Work, and ensures that all deliverables have been stored in HM Branch Records.
- g) Obtain a FEMA Final Claims Letter: once reviewed by FEMA, a FEMA Final Claims Letter is sent back to NCEM. The Letter is then appended to the file, and the entire, completed file is stored in a file cabinet specific to the disaster/funding stream.
- h) A final “de-obligation” Grant Adjustment Notice and FEMA Final Claims Letter is then provided to the NCDPS to de-obligate any remaining project under runs from Grants Management Database in accordance with the FEMA Final Claims Letter.

APPENDIX III – PLAN EVALUATION AND AFTER-ACTION REVIEW

Appendix III (A) – General Evaluation Plan and Measurement Criteria

In order to determine effectiveness of the State Centric plan it is important that the HM Section constantly evaluates performance to results. Performance is intended to measure the outputs done by the section against the standards for time, costs and other criteria that are sound metrics to definitely establish productivity. Results are the ‘on the ground’ tangible products that either a homeowner, a contractor or the government can observe to know if work has been completed. Success is achieved when performance and results are both trending positive and the citizens impacted by disasters are able to move forward, putting the remnants of the disaster behind them.

Appendix III (A) 1. – Measurement Criteria

Measuring Performance and Results require establishing quantifiable values that can be measured to a set standard and then measuring whether the Performance and Results exceeded, met, or underperformed for each standard.

Measuring Performance will examine the following areas and meet the following definitions:

P1. Preparing State Application to FEMA includes preparing the Benefits Cost Ratio, acquiring all documentation to support the application, accurately entering the application into NEMIS and receiving Request For Information from FEMA after application submission.

P2. Preparing Engineer Estimates and Projects costs includes preparing accurate initial work requirements, identifying all project hazards, completing an accurate Independent Government Estimate (IGE) in order to ensure project costs are not exceeded during project implementation

P3. Preparing Contracts focuses on preparing legally sound contract documents that prevents liability on NCDPS and NCEM and provides accurate controls to prevent lapses in work and reimbursements.

P4. Preparing Project Schedules and Work Flows focuses on accurately planning work to meet the PoP for every FEMA project award as well as provided predictability to citizens in the program so they know how long before they receive relief and how long work will take place on their homes.

P5. Project Tracking and Monitoring looks at how well the HM Section follows the completion of work, ensures that work is done to standard and meets contractual reimbursements based on submission within the Terms and Conditions (Ts & Cs) of the construction contracts

P6. Project Closeout ensures that projects are timely closed out with FEMA and that overall grant closeout occurs within the original PoP and does not exceed the federal closeout award date.

Measuring the Results is defined by the following categories and meets these definitions;

R1. Total % of Available HMGP Funds awarded to the state examines how closely the HM Development branch was able to fully use the funds provided by FEMA at the 12-month Lock-In Letter.

R2. **Total days lapsed between FEMA Award and Project Start** focuses on the readiness of the HM Implementation branch to begin project management and having qualified contractors and bids prepared for project execution.

R3. **Total % Accuracy of project completion** measures how quickly all projects awarded by FEMA are completed and prepared for closeout IAW project schedules.

R4. **Total % Expenditure of funds** measures how well the overall HM Section did at expending funds at or below submitted application budget and utilization of management costs awarded by FEMA.

Appendix III (A) 2 – Measurement Standards

<u>Performance Area</u>	<u>Measured Standard(s)</u>
P1. Preparing State Application to FEMA	Project Submitted w/o Extension Accurate BCR Less than 5 RFIs per project
P2. Preparing Engineer Estimates and Project Costs	Cost Estimate within 5% contract bid award Less than 5% change orders on projects
P3. Preparing Contracts	Request for Qualification done by application submission Requests for Bid out to qualified contractors within 3 day of award letter
P4. Preparing Project Schedules and Work Flows	Schedule estimate within 15 days of contracted work
P5. Project Tracking and Monitoring	Project work reporting accurate within 3 days Less than 5% delay due to unscheduled work stoppage No more than one extension of 90 days
P6. Project Closeout	Projects closed out at RIV within 60 days of completion Award closed out at RIC within 75 days of work completion

<u>Results Measured</u>	<u>Measure Standard(s)</u>
R1. Total % of Available HMGP funds awarded to State	>90%
R2. Total days lapsed between FEMA Award and Project Start	<30 Days
R3. Total % Accuracy of project completion	>95%
R4. Total % Expenditure of funds	< or = 100%

Appendix III (B) – Conducting an After-Action Review (AAR)

While measuring numerical results provides a snapshot in time of plan performance, it is also imperative to gauge these measurements by gathering first hand feedback from multiple entities invested in the process. In order to do this effectively, it is best to conduct either a formal or informal After-Action Review. The purpose of the AAR is to solicit feedback on specific topics in order to provide the best program possible for all customers of the State Centric program. All observation feedback must be classified into one of 3 observation groups which support determining how the program is performing. These categories are:

- **Strength:** Strengths are processes and/or procedures followed correctly with excellent results which should be highlighted and continued.
- **Potential Best Practice:** Potential Best Practices are processes and/or procedures that were developed in one county or for one job type (i.e. elevation) in response to a deficient or non-existent method, requiring innovative solutions to accomplish the mission. Potential Best Practices should be considered for replication or adoption through the HM Section.
- **Area(s) for Improvement:** Area(s) for Improvement are observations that indicate a challenge that occurred during the execution of the state program and should be relooked and examined how to make more efficient.

Appendix III (C) – Method of Gaining Plan Feedback

The HM Section, under the direction of the NCDPS Secretary, the NCEM Director or at the request of FEMA region IV will conduct an AAR if a given situation arises that immediate feedback is needed. Otherwise, at least bi-annually, the HM Section Chief will conduct a formal AAR with those participating in the HMGP program, to include homeowners, counties and contractors. The method of conducting the AAR will be either through a web invitation survey, paper survey or in person interview. The HM Section Program Coordinator, under the direction of the HM Section Chief will develop the questionnaires for the AAR based on inputs received from NCDPS/NCEM/ FEMA leadership and other areas the HM Section Chief identifies for review.

Appendix III (D) – Frequency of Feedback and Reporting

The results of the AARs will be prepared and made available to the leadership of NCDPS/NCEM/FEMA no later than 30 days at the close of the survey and will be available upon approved request for those citizens participating in the HM program.



ANIMAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ELAINE SMITH, ANIMAL SERVICES DIRECTOR

DATE: 5/14/2021

SUBJECT: REVISIONS TO THE ANIMAL CONTROL ORDINANCE

BACKGROUND

The proposed changes (mark-up and clean copies attached) to Chapter 3 of the Cumberland County Ordinance were presented at the May 13, 2021 Agenda Session meeting, along with a recommendation that the Board rescind the Chapter 3 - Animal Control Ordinance from the Cumberland County Code of Ordinances and replace it with the proposed Animal Ordinance.

RECOMMENDATION / PROPOSED ACTION

At the May 13, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below as a Consent Item on the May 17, 2021 Board of Commissioners' Meeting:

1. Rescind Chapter 3 Animals from the current Cumberland County Ordinance
2. Replace Chapter 3 Animals with the proposed Ordinance submitted by the Animal Services Director.

ATTACHMENTS:

Description	Type
Mark-Up of Ch3 AC Ordinance	Backup Material
Clean Copy of New Ch 3 AS Ordinance	Backup Material

Chapter 3 - ANIMALS⁽¹⁾

Footnotes:

--- (1) ---

Editor's note— An ordinance adopted June 17, 2013, amended ch. 3 in its entirety to read as herein set out, removing in their entirety articles pertaining to kennel licensing/permits and public hazard dogs. Former ch. 3, §§ 3-1—3-23, 3-25—3-47, 3-58—3-65, 3-70—30-75, 3-78, 3-83—3-88, and 3-97—3-99, pertained to animals, and derived from § 1 of an ordinance adopted Aug. 21, 2000; § 1 of a resolution adopted Oct. 16, 2000; § 1 of a resolution adopted Apr. 22, 2003; and § 1 of an ordinance adopted Nov. 21, 2005.

ARTICLE I. - ADMINISTRATION

Sec. 3-1. - ~~Animal control~~Animal Services department established.

There is hereby established in the government of the county an ~~animal control~~Animal Services department.

(Ord. of 6-17-2013(1))

Sec. 3-2. - ~~Animal control~~Animal Services director.

The ~~animal control~~Animal Services department shall be supervised by the ~~animal control~~Animal Services director, who shall be the director of that department, appointed by the county manager.

(Ord. of 6-17-2013(1))

Sec. 3-3. - Functions of ~~animal control~~Animal Services department.

The ~~animal control~~Animal Services department shall have and perform the duties and responsibilities set forth herein, shall enforce the provisions of this chapter and of state law relating to ~~animal control~~Animal Services and animal welfare, shall administer and enforce an ~~animal control~~Animal Services program within such municipalities within the county as by interlocal agreement may contract with the county for such services and apply this chapter in their municipal jurisdictions, and shall maintain and operate the county animal shelter.

(Ord. of 6-17-2013(1))

Sec. 3-4. - ~~Animal control~~Animal Services board established.

- (a) There is established the Cumberland County ~~Animal Control~~Animal Services Board.
- (b) The ~~animal control~~Animal Services board shall be composed of seven members to be appointed by the board of commissioners. Of the seven members, two shall be residents of the City of Fayetteville appointed by the board of commissioners from among the names of four persons nominated by the Fayetteville City Council, that is, two nominations for each seat. At least one member shall be a person with knowledge and experience in dog behavior and/or handling, one member shall be ex officio the veterinarian ~~on contract to employed by~~ the ~~animal control~~Animal Services department, one member shall have an interest in promoting the goals of the Animal Protection Society or the Humane Society or another such broadly-based and representative organization interested in the care and protection of animals, and the other members shall represent the public at large. The

members shall serve ~~staggered~~three-two-year terms; ~~four members shall have terms that all terms~~ expire on June 30 in ~~the year of the term expiration, even-numbered years following the year of their initial appointment and three members shall have terms that expire on June 30 of odd-numbered years.~~

- (c) The powers and duties of the ~~animal control~~Animal Services board shall include:
 - (1) Appointing three of its members to sit on the dangerous dog appeal board;
 - (2) Hearing any appeals provided for in this chapter other than appeals of the director's determinations of potentially dangerous dogs;
 - (3) Providing advice and information to the ~~animal control~~Animal Services department;
 - (4) Upon coordination with the ~~animal control~~Animal Services director, making recommendations to the board of commissioners or the Fayetteville City Council, as appropriate, for the betterment of the county's ~~animal control~~Animal Services program;
 - (5) In conjunction with the ~~animal control~~Animal Services department and the county's public information director, providing for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's ~~animal control~~Animal Services program; and
 - (6) Selecting officers of the board, including a chairperson, and adopting rules of procedure.
- (d) A majority of the members shall constitute a quorum for the ~~animal control~~Animal Services board to conduct its meetings. The ~~animal control~~Animal Services board shall adopt a schedule of regular meetings and post and file it with the clerk to the board of commissioners and otherwise as required by the open meetings law. The ~~animal control~~Animal Services board shall schedule at least four regular quarterly meetings, at which meetings the ~~animal control~~Animal Services director or his designee shall appear and participate. In addition, the ~~animal control~~Animal Services board may hold such special or emergency meetings, upon the call of the chairperson or any three members, as may be appropriate in the circumstances, subject to compliance with the open meetings law.

(Ord. of 6-17-2013(1))

Sec. 3-5. - Dangerous dog appeal board established.

- (a) There is established the dangerous dog appeal board.
- (b) The dangerous dog appeal board shall consist of three members to be appointed by the ~~animal control~~Animal Services board from among its members. The members shall serve ~~staggered two-one~~ year terms. Any two members of the dangerous dog appeal board shall constitute a quorum for conducting a meeting.
- (c) The powers and duties of the dangerous dog appeal board shall include:
 - (1) Selecting a chairperson to preside over its appeal hearings;
 - (2) Hearing the appeals of the determinations of potentially dangerous dogs by the ~~animal control~~Animal Services director (or his designee) pursuant to article III of this chapter or Chapter 67 of the General Statutes.
- (d) ~~The administrative assistant to the animal control~~ A staff member of Animal Services will be designated by the Director to serve as the clerk to the ~~animal control~~Animal Services board and the dangerous dog appeal board.

(Ord. of 6-17-2013(1))

Secs. 3-6—3-9. - Reserved.

ARTICLE II. - GENERAL PROVISIONS

Sec. 3-10. - Definitions.

- (a) As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

Abandon means to cease providing for the care, control or maintenance of an animal without the transfer of ownership of such animal.

Animal-control/Animal Services department means the Cumberland County ~~Animal-Control~~Animal Services Department.

Animal-control/Animal Services director means the director of the ~~animal-control~~Animal Services department, or his/her designee.

Animal-control/Animal Services officer means a person employed by the ~~animal-control~~Animal Services department as its enforcement officer in the impoundment of animals, controlling of animals running at large, and as otherwise provided or required in this chapter.

Animal shelter or department's shelter means the premises operated by the ~~animal-control~~Animal Services department for the purposes of impounding, sheltering or caring for animals or any other premises operated by another entity with which the county contracts for such purposes.

At large or running at large means any animal which is not confined on the property of its owner, the leased premises of the animal's owner, or under the actual physical control of a competent person, other than a licensed, currently privilege tax paid, hunting dog under supervision while engaged in a lawful actual or simulated hunt.

Breeding, show, or hunting-dog means any ~~animal-dog~~ that the owner has bred or intends to breed that has been examined by a licensed veterinarian within the previous 12 months and for which the owner possesses a registration certificate from the American Kennel club, The Canadian Kennel Club, or the United Kennel Club, was used in breeding, showing, or hunting in the last year if over one year old; or any animal younger than one year that is eligible to breed, show or hunt in the coming year.

Chapter means the provisions of this ~~animal-control~~Animal Services chapter as may be in effect in Cumberland County or any municipal jurisdiction located therein.

Confinement means to secure an animal in a locked house, run, enclosure or fenced yard within the boundaries of the owner's, leaseholder's, or keeper's property (i.e., house, fenced yard).

County manager means the duly appointed county manager of the county or his/her designee.

Cruelty means to endanger by any act of omission or commission the life, health or safety of an animal.

Director means the director of the ~~animal-control~~Animal Services department.

Domestic animals means any animals that depend on humans for food, water and shelter to include but not be limited to: Dogs, cats, horses, cows, pigs, sheep, goats and fowl.

Exposed to rabies means any animal that has been bitten by or exposed in a manner proven to be able to transmit rabies, to any other animal known to have been infected with rabies or any other animal reasonably suspected of being infected with rabies that is not available for laboratory diagnosis.

Fee schedule means any schedule of fees related to the administration of this chapter which may be adopted by the board of commissioners.

Fowl means chickens, guineas, geese, ducks, pigeons, and other avian animals.

Harboring means regularly feeding, sheltering or caring for an animal.

Hunting dog means a dog that is owned by an individual possessing a valid license to hunt animals appropriate to the breed of dog.

Impoundment means placing an animal in an ~~animal-control~~[Animal Services](#) vehicle or unit, or holding an animal at the animal shelter, or holding an animal at any other location at the direction of the director of ~~animal-control~~[Animal Services](#).

Keeper means any person, acting in the capacity of the owner, or at the owner's request, who is responsible for the care, welfare and maintenance of the animal.

Livestock includes, but is not limited to, equine animals, bovine animals, sheep, goats, llamas and swine.

Memorandum of understanding (MOU) means an agreement by an owner and the ~~animal control~~[Animal Services](#) department signed by the owner who agrees to certain limitations and/or conditions contained therein.

Neuter means to render a male dog or cat unable to reproduce.

Nuisance/reckless owner means an owner who has received a violation under this chapter and has outstanding fees owed to Cumberland County ~~Animal-Control~~[Animal Services](#) for previous violation(s) or who has not complied with the requirements for ownership of a nuisance animal, dangerous or potentially dangerous dog, ~~or anyone who has signed an MOU with the animal-control~~[Animal Services](#) department and has failed to adhere to the MOU, ~~or anyone convicted of misdemeanor or felony animal cruelty.~~

Owner means anyone taking care of or having custody of an animal, such as by providing food, water, shelter or medical care, but shall not include taking care or having custody of the animal for compensation.

Permit means a permit issued by the ~~animal-control~~[Animal Services](#) department or similar agency of any applicable governmental unit having jurisdiction.

Potentially dangerous dog and dangerous dog shall have the meanings set forth in section 3-30 hereof.

Restraint means ~~that the physical control of~~ an animal ~~is actually physically controlled~~ by leash or tether held by a competent person or within any vehicle, trailer or other conveyance being driven, pulled or parked on the street or confined within the property limits of its owner or keeper.

Run means an area used to confine a dog or dogs of a size that complies with any of the requirements of this chapter.

Sanitary means a condition of good odor and cleanliness, which precludes the probability of disease transmission and insect ~~or vermin~~ breeding and which preserves the health of the public.

Show dog means a dog that the owner has shown or intends to show that has been examined by a licensed veterinarian within the previous 12 months and for which the owner possesses a registration certificate from the American Kennel Club, the Canadian Kennel Club or the United Kennel Club.

Spay means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.

State law means the General Statutes of North Carolina.

Stray means any animal reasonably presumed not to have any owner, including but not limited to an animal running at large or not under restraint.

Tethered or tethering means attaching an animal to a stationary object by means of a chain, cable, rope or similar device.

Transfer means to convey or change ownership from one person to another with or without the exchange of money or other consideration.

Vaccination means an injection of United States Department of Agriculture-approved rabies vaccine administered by a licensed veterinarian or certified rabies vaccinators as defined in G.S. 130A-186.

(b) All other words or phrases used herein shall be defined and interpreted according to their common usage.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-11. - Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules, or regulations of the state applicable thereto. The provisions of this chapter shall govern where the provisions of the laws, rules and regulations of the state are less restrictive than the provisions of this chapter.

(Ord. of 6-17-2013(1))

Sec. 3-12. - Injuring, poisoning or trapping animals prohibited.

- (a) A person who accidentally or otherwise strikes an animal with an automobile and injures it shall promptly notify the ~~animal-control~~[Animal Services](#) department or any law enforcement agency having jurisdiction.
- (b) No person shall knowingly expose or give to any animal any poisonous substance, whether mixed with food or not. This provision, however, does not apply to the eradication or population control of certain species of rodents.
- (c) No person shall set or expose an open jaw type trap, leg hold trap, or any type trap which would likely cause physical harm or injury to any animal. This provision shall not apply to persons who are licensed by the state to trap animals, to ~~animal-control~~[Animal Services](#) officers or to persons using humane live capture traps.

(Ord. of 6-17-2013(1))

Sec. 3-13. - Diseased animals; injured or sick animals.

- (a) Every person owning or having any animal under his charge which he knows or suspects to be sick or injured shall isolate the animal from other animals, shall obtain or provide appropriate treatment for such animal within two days, ~~surrender the animal to Animal Services within two days,~~ or may have the animal humanely euthanized.
- (b) Any animal which comes into possession of the department's shelter which is seriously injured, sick or exhibiting symptoms of contagious disease ~~shall~~[may](#) be humanely euthanized by the shelter personnel without waiting for the expiration of the period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall 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 two days of such notification, or if the owner of such animal is not known, the sick or injured animal ~~may shall~~ be euthanized by the shelter personnel. The shelter ~~manager 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.

(Ord. of 6-17-2013(1))

Sec. 3-14. - Property owner may impound animal.

- (a) Any person who finds a domesticated animal or fowl on his property to his injury or annoyance may:
 - (1) Take such animal to the ~~Animal Control~~[Animal Services](#) shelter; or

- (2) Retain possession of such animal or fowl and, within one business day, notify the ~~animal control~~[Animal Services](#) department of this custody, giving a description of the animal and [any information regarding](#) the owner's name, if known. Any person removing the animal from the impounder's property shall remove the animal in such a manner so as not to cause injury to the animal.
- (b) No person shall knowingly and intentionally harbor, feed or keep in possession by confinement or otherwise any stray animal which does not belong to him, unless he shall have within one business day from the time such animal came into his possession notified the ~~animal control~~[Animal Services](#) department ~~of his intention either to: (i) surrender the animal to the animal shelter, or (ii) advertise for five consecutive days such stray animal in the local newspaper with the greatest average daily circulation in the community. If the person possessing such stray animal elects to so advertise and the owner thereof shall not have responded by the tenth day after the date of the first publication, the person so advertising shall be presumed the legal owner of such animal. If the advertisement of a stray animal shall not have been first published within 72 hours after so notifying the animal control department, then the animal shall be surrendered to the animal control department.~~
- (c) Any animal reported as found to Animal Services shall be considered the legal property of the finder if no verified owner has reclaimed the animal within 10 business days of the reporting.

(Ord. of 6-17-2013(1))

Sec. 3-15. - Nuisance animals; animals posing a threat to the public.

- (a) *[Definitions.]*
- (1) For the purposes of this section, "nuisance" means, but is not limited to, the conduct or behavior resulting from any act of omission or commission by the owner or keeper of any small or large animal, fowl, cat or dog which molests passersby or passing vehicles, damages private or public property; barks, whines, howls, crows, growls or makes other noises in an habitual or continuous fashion which annoys the comfort, repose, health or safety of the people in the community; is unconfined in season; defecates on the property of someone other than the owner; or eats or otherwise destroys the plants, shrubs or similar landscaping on the property of someone other than the owner.
- (2) For the purposes of this section, "nuisance animal" means any animal that commits any of the acts, conduct or behaviors defined as constituting a nuisance in this section.
- (b) *[Keeping of nuisance animal prohibited.]* No person shall keep any animal which is a nuisance animal or which causes a nuisance as defined in this section.
- (c) ~~*Violations. — Notice of violation.*~~ When an ~~animal control~~[Animal Services](#) officer ~~or Law Enforcement Officer determines that witnesses~~ a violation of this section, ~~they~~[Animal Services](#) shall investigate and follow the Department's procedures for mitigation of nuisance issues. ~~has occurred, he may issue a written warning of violation and notice of public nuisance, which shall be served on the owner or keeper of the animal. The owner or keeper shall be responsible for abating the nuisance within 24 hours by making sure his animal does not engage in any further act or acts which may constitute a nuisance under this section.~~
- ~~(d) *Failure to abate the nuisance.* If the animal control officer determines that the animal has engaged in any further act(s) constituting a nuisance, or if the owner or keeper of the animal fails to abate the condition which constitutes the nuisance within 24 hours after issuance of the written warning of violation, the animal control officer may issue a notice of violation and civil penalty for the first offense and additional penalties for each subsequent offense. If the owner fails to abate the nuisance after the first civil penalty, the animal control officer may seize and impound the animal. If the animal is seized, the animal control officer must post a notice of seizure and impoundment with the owner or keeper of the animal. The owner or keeper may reclaim the animal upon payment of any civil penalties and shelter fees or charges for the impoundment. If the animal is not reclaimed~~

within five days, it shall become the property of the animal control department and shall be disposed of according to the department's policies.

- (e) *Owner unknown.* In situations where the owner of a nuisance animal is unknown, the ~~animal control~~Animal Services officer shall impound the animal ~~without and~~ posting notice of the impoundment. If the owner does not redeem the animal within ~~three~~ five days, the animal shall become the property of the ~~animal control~~Animal Services department and shall be disposed of according to the department's policies.
- (f) ~~Animal housed or restrained less than 15 feet from public way.~~ When an animal control officer has determined that an animal is being housed or restrained within 15 feet of a public street, road or sidewalk, and the animal poses a threat to the public, but the animal is not in the street, road or on the sidewalk, the animal control officer shall issue a warning to the owner or keeper of the animal directing that the animal be moved to a distance greater than 15 feet from the public street, road or sidewalk. If the owner or keeper refuses to move the animal, the animal control officer shall issue a notice of violation and civil penalty for the first offense and additional penalties for each subsequent offense. After the first civil penalty the animal control officer may impound the animal. The animal control officer must leave a notice of impoundment with the owner/keeper or affix the notice to the premises from which the animal has been seized. The owner shall have five days to redeem the animal. If the animal is redeemed, the owner must pay all civil penalties and shelter fees for the impoundment. If the owner fails to redeem the animal within five days, the animal shall become the property of the animal control department and shall be disposed of according to the department's policies.
- (g) ~~Animal found in the public way.~~ If an animal is housed or restrained within 15 feet of a public street, road or sidewalk and the animal poses a threat to the public, and the animal control officer finds it to be in the public street, road or on the sidewalk and the owner or keeper is not at home or refuses to remove the animal from the public street, road or sidewalk, the animal control officer may impound the animal. The animal control officer must leave a notice of impoundment with the owner or keeper or affix the notice to the premises from which the animal was housed or restrained. The animal services officer may issue a notice of violation and civil penalty for a first offense and additional penalties for each subsequent offense. The owner shall have five days to redeem the animal. If the animal is redeemed, the owner or keeper must pay all civil penalties and shelter fees for the impoundment. If the owner or keeper fails to redeem the animal within five days, the animal shall become the property of the animal control department and shall be disposed of according to the department's policies.
- (h) *Private remedies.* This section shall not be construed to prevent a private citizen from pursuing a private cause of action for damages against the owner or keeper of any animal that has caused injury to said private citizen or his property for damages or any other loss resulting from an animal being a nuisance as defined by this section or otherwise.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-16. - Animal fighting and animal fighting paraphernalia prohibited.

- (a) No person shall permit or conduct any dog fights, cock fights, or other combat between animals, or between animal and human.
- (b) It shall be unlawful for any owner or person to keep, own, possess, maintain, control, or use materials used or intended to be used in dog fighting or cock fighting. Such items shall include but are not limited to treadmills; fighting or fight training pit; wooden sticks or handles used or capable of being used to pry open jaws; magazines, photographs, film, or videotapes depicting animal fighting or animal fight training; breeding stands; jaw strengthening devices; spurs; gaffs or slasher cases; gaff or knife gauges; mounting blocks; leather wraps; scabbards and leg or wing bands; training, conditioning, or fight contracts or records; veterinary drugs; suture kits, needles; and syringes and

other veterinary supplies used for the administration of veterinary treatment for wounds or injuries from animal fighting or animal fight training.

- (c) Upon criminal charges being brought for violations of this section, the ~~animal control~~Animal Services director may petition the court for the confiscation of any animals kept or involved, or materials used or intended to be used in such fighting.

(Ord. of 6-17-2013(1))

Sec. 3-17. - Keeping of wild or exotic animals.

- (a) For the purpose of this section, a "wild or exotic animal" means an animal which is usually not a domestic animal and which can normally be found in the wild state, including, but not limited to, alligators, apes, bats, bears, crocodiles, deer, elephants, foxes, leopards, lions, lynxes, monkeys, panthers, raccoons, rhinoceroses, wolves, poisonous snakes, skunks, tigers, and like animals. Hybrids or cross-breeds of any wild or exotic animals shall also be considered as wild or exotic animals.
- (b) It is unlawful to keep, harbor, breed, sell or trade any wild or exotic animal for any purpose, except as may be licensed by the state wildlife resources commission under its regulations pertaining to wildlife rehabilitators.
- (c) This section shall not apply to zoological parks, zoos, educational or medical institutions, or circuses that perform in Cumberland County for not more than seven days. If a circus is scheduled to be in Cumberland County for more than seven days, then the circus may apply to the ~~animal control~~Animal Services director for an extension permit for a period not to exceed an additional seven days, on such terms as the ~~animal control~~Animal Services director shall determine will protect the public health, safety and welfare.

(Ord. of 6-17-2013(1))

~~Sec. 3-18. - Inhumane or cruel treatment prohibited.~~

~~It is unlawful for any owner or person to:~~

- ~~(1) Perform or carry out any inhumane or cruel treatment against any animal; or~~
- ~~(2) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities or which constitute or become a health hazard as determined by the animal control director, the Cumberland County Inspections Director or the Cumberland County Environmental Health Supervisor, as appropriate.~~

(Ord. of 6-17-2013(1))

Sec. 3-19. - Control of animals required; at large; strays; impoundment; confinement in season.

- (a) It is unlawful for any owner or person to permit or negligently allow any domestic animal to run at large, with the exceptions listed below. Any ~~dog, cat or~~ domestic animal that is not on the owner or keeper's property ~~not confined as provided in this chapter~~, and not under the actual physical leash control or hand restraint of its owner or keeper, shall be deemed to be running at large. Any such animal found running at large shall be either:
 - (1) Impounded by an ~~animal control~~Animal Services officer at the department's shelter subject to being reclaimed by its owner or keeper in accordance with the department's policies; or

- (2) In the discretion of the ~~animal control~~Animal Services officer, a dog or cat found at large which ~~is licensed by the county and is~~ vaccinated for rabies, except a "dangerous dog," as that term is defined in article III of this chapter, may be released to its owner, upon such terms and conditions as the ~~animal control~~Animal Services officer deems appropriate.
- (b) No impounded animal shall be returned to its owner until any applicable impoundment and boarding, vaccination, other fees or costs and any penalties are paid.
- (c) Any impounded animal not claimed by its owner after a three-day holding period, exclusive of Sundays and county-observed holidays, shall become the property of the county and shall be adopted or disposed of in accordance with the department's policies.
- (d) ~~Every female dog or cat in season (heat) shall be kept confined in such a manner that such female dog or cat cannot come in contact with other animals, except for controlled breeding purposes. Female animals picked up by the animal control department which are in season (heat) shall be kept separate from male animals at all times.~~

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-20. - Records; disposition of animals; adoption.

- (a) An ~~animal control~~Animal Services officer, upon receiving any animal for impoundment, shall record the description, breed, color and sex of the animal and whether or not it is licensed and the date and time of impoundment. If the animal is licensed or if the owner is known, the officer shall enter the name and address of the owner or the county license on the impoundment records. If the owner is known, the ~~animal control~~Animal Services department shall telephone the owner or, if unsuccessful in attempting to telephone such owner, shall mail notice at the address shown on the department's records to notify the owner, that unless reclaimed within 72 hours after mailing of notice, Sundays 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.
- (b) After the 72 hours of impoundment as prescribed above, animals that have not been reclaimed by the owner thereof shall be adopted or otherwise disposed of in a humane manner and as required by law. Provided, however, in the discretion of the ~~animal control~~Animal Services director, 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.
- (c) Before any dog or cat is released for adoption from the department's shelter, the adopter shall pay such fee(s) as may be prescribed therefore in any fee schedule adopted ~~from time to time~~ by the board of commissioners. The Animal Services Director may reduce or waive adoption fees with prior approval from the County Manager when needed to reduce overcrowding and euthanasia at the shelter. Adopted animals~~Such dog or cat~~ also shall be issued any required rabies vaccination and county license.
- (d) ~~Any employee of the animal control department may adopt one cat and one dog in any calendar year and such number of other animals as the animal control director may by written policy prescribe.~~
- (e) ~~There is hereby established a grace period of five days, beginning on the day of adoption and ending at the close of business of the fifth day thereafter (or the first business day which falls after the fifth day if such fifth day is a Sunday or legal holiday), during which period an animal adopted from the animal shelter may be returned to the animal shelter without refund for a replacement animal, conditioned solely upon the presentation of written certification of a licensed veterinarian that the adopted animal is in poor health.~~

(Ord. of 6-17-2013(1))

Sec. 3-21. - Redemption of impounded animals; impoundment where no one is present to care for an animal.

- (a) An owner shall be entitled to resume possession of his impounded ~~dog or cat or other small animal kept as a house pet domestic animal~~, upon compliance with the ~~vaccination~~ provisions of this chapter and payment of any applicable impoundment, boarding, vaccination or other fees. ~~Such dog or cat also shall be issued any required county license, as provided for in this chapter, if such dog or cat has not previously been licensed.~~ Animals four months old and older will be vaccinated for rabies ~~and microchipped by shelter rabies vaccinators.~~ New owners of adopted animals less than four months old shall have three business days from the time that the animal reaches the age of four months, in which to have the animal vaccinated against rabies and return the proof to the department's shelter. Failure to obtain the required rabies vaccination shall constitute a violation of this section.
- (b) When a law enforcement officer takes a person into custody who is in possession of an animal, and no other competent person is immediately present at the scene to take care of the animal, the animal will be impounded for its welfare. The animal will be impounded at the department's shelter until contact can be made with the animal's owner and an appropriate disposition of the animal determined. Once an ~~animal control~~ Animal Services officer makes contact with the owner, the owner will have three business days 72 hours to arrange for the appropriate disposition of the animal. ~~On the fourth business day After the 72-hour period expires,~~ the animal shall become the property of the county and shall be disposed of as provided in this chapter.

(Ord. of 6-17-2013(1))

Sec. 3-22. - Spaying or neutering as condition for adoption or reclaiming by owner of dogs and cats; violations.

- (a) No dog or cat may be adopted from the animal shelter unless the animal has been surgically spayed or neutered, or the adopting owner agrees to do have the animal surgically spayed or neutered in accordance with any time limit imposed by the ~~animal control~~ Animal Services director.
- ~~(b) The animal control director shall implement procedures to enforce this section.~~
- ~~(b)~~ The failure of any person adopting an impounded animal to comply with this section shall constitute a violation of this section and shall constitute the forfeiture of the animal to the ~~animal control~~ Animal Services department.
- ~~(c)~~ Any animal ~~picked up by animal control for found~~ running at large as defined in Sec 3-19(a) or designated potentially dangerous or dangerous dog shall be spayed or neutered prior to being returned to its owner.
- ~~(d)~~ The ~~animal control~~ Animal Services director when dealing with dogs picked up for running at large may at his or her discretion make a one-time exception for breeding, show, or hunting dogs that meet the definitions of those categories within this chapter and are currently vaccinated for rabies with proof of same
- (f) An owner of an animal found running at large who can provide a written statement from a licensed veterinarian that a spay or neuter procedure would be detrimental to the animal's health or wellbeing may be allowed a one-time exception by the Director.

(Ord. of 6-17-2013(1))

Sec. 3-23. - Keeping of animals; mistreatment, abandonment prohibited; care; restraining of dogs; exercise area for dogs; security bond/cash for costs of impounded animals.

- (a) All ~~dogs, cats and other small animals kept as house pets companion animals~~ shall be housed, fed and protected from the weather in such a manner as not to create a nuisance.
- (b) ~~It is unlawful for any owner or person to:~~No person shall willfully or negligently:
 - (1) Torture, cruelly beat, injure, maim, mutilate or without good cause destroy or kill any animal, whether wild or tame, belonging to himself or to another;
 - (2) Deprive any animal of appropriate food, water drink or shelter; or
 - ~~(3) Cause any other person to do any of the above acts.~~
 - (3) Perform or carry out any inhumane or cruel treatment against any animal; or
 - (4) Keep possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor, or sanitary conditions becomes offensive to a reasonable and prudent person of ordinary tastes and sensibilities or which constitute or become a health hazard as determined by the Animal Services Director, the Cumberland County Inspections Department, or the Cumberland County Environmental Health Department as appropriate.
 - (5) Cause any other person to do any of the above acts
- (c) If an animal is found by any ~~animal control~~Animal Services officer to be in one of the above described conditions in subsection 3-23(a) or (b), the officer shall take appropriate measures, including civil or criminal enforcement, to protect the welfare of the animal. If the ~~animal control~~Animal Services officer determines that a confined animal's life is in immediate danger or the animal has been abandoned, the ~~animal control~~Animal Services officer shall seize such animal if such seizure is not prohibited by applicable law and shall report the conditions to an appropriate law enforcement agency if seizure is not permitted. The ~~animal control~~Animal Services officer shall leave a notice for the owner or keeper advising why the animal has been taken.
- (d) No dog, cat or other small animal shall be confined within or on a motor vehicle under such conditions as may endanger the health or well-being of the animal, including, but not limited to, dangerous temperature or lack of appropriate shade or protection from the elements. ~~adequate food or water.~~
- (e) No person shall abandon or cause to be abandoned any dog, cat or any other type of animal.
- (f) Owners and keepers of dogs, cats and other small animals shall provide food, shelter and medical attention to such animals, including, but not limited to, the following:
 - (1) Sufficient wholesome food that is nutritious for the species;
 - (2) Fresh, potable drinking water;
 - (3) Medical attention to relieve such animals from suffering;
 - (4) Shade from the sun; adequate ventilation and
 - (5) Shelter to allow the animal to remain warm, dry and protected from the elements. Such shelter shall be fully enclosed on three sides, roofed and have a solid floor. ~~The entrance to the shelter shall be flexible to allow the animal's entry and exit, and sturdy enough to block entry of wind or rain.~~The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair.
- (g) Any animals kept in conditions that are determined by an Animal Services Officer to be insufficient to maintain their general health and wellbeing may be impounded for the animal's protection at the owner's expense.

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(hg) It shall be unlawful to tether a dog except in accordance with this subsection.

- (1) No dog shall be tethered outdoors unless the keeper or owner of the dog is outside and within sight of the animal at all times, holding the tether.
- (2) It shall be an affirmative defense to a violation of this subsection that the tethering is required to protect the safety or welfare of a person or the dog, provided that the keeper or owner of the dog acquires a permit from the ~~animal control~~Animal Services director.
- (3) The provisions of this subsection (hg) shall not apply to a temporary tether:
 - a. During a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or
 - b. To a keeper or owner walking a dog with a hand-held leash, or during lawful hunting activities if reasonably necessary for the safety of the dog, or while a dog is actively engaged in shepherding or herding livestock; or
 - c. When meeting the requirements of a camping or recreation facility; or
 - d. ~~When the animal's caretaker is outside and within eyesight of the animal; or~~
 - e. After taking possession of a dog that appears to be a stray dog and after having advised the ~~animal control~~Animal Services department of the stray.
- (4) The provisions of subsections (hg)(2) and (3) above shall apply only if:
 - a. The tether is not placed directly round the dog's neck and is attached to a properly fitting collar or harness of nylon or leather worn by the dog; and
 - b. The weight of the tether does not exceed more than one-tenth of the dog's body weight; and
 - c. The tether is unlikely to become tangled or twisted and is attached with a swivel that will prevent tangling or twisting.
 - d. The tether is arranged to be free of any obstacles which may limit the movement of the dog and the tether is at least 12 feet long; and
 - e. The dog is tethered in a manner that permits access to necessary shelter and water.

f. The dog has been spayed or neutered.

- (5) Any dog that remains tethered in violation of this subsection for more than 14 days after the owner receives a notice of violation may be seized by an ~~animal control~~Animal Services officer or law enforcement officer and impounded at the department's shelter. If the dog's owner does not show that an adequate confinement enclosure complying with the requirements of this chapter has been installed on the owner's property within 3 business days~~72 hours~~ of the impoundment, ~~exclusive of Sundays and county government holidays,~~ the dog shall be deemed to have been forfeited to the county and shall be disposed of in accordance with the department's policy.

(ih) Any companion animal dog~~companion animal~~ confined within a fenced yard or run must have an adequate space for exercise. Provided, however, that where companion animals dogs~~companion animals~~ are kept or housed on property without a fenced yard and such dogs are kept in an enclosure or run, such enclosure or run shall provide adequate space for exercise. Such an enclosure or run shall be constructed of chain link or similar type of materials with all four sides enclosed. The enclosure shall be of sufficient height to prevent the animal dog from escaping from such enclosure. The top of such enclosure shall be sufficiently covered to provide the animal dog with adequate shade and protection from the elements. The enclosure shall be maintained so that it shall remain sanitary and preclude injury to the animal.

(ji) Security of costs for impounded animals. Any person claiming an ownership interest in any animal confined pursuant to this chapter may prevent the disposition of the animal after the 3 day hold

period set forth in section 3-19(d) by posting a security bond or cash with the Animal Services department prior to the animal being adopted or euthanized in an amount sufficient to guarantee payment of all of the reasonable expenses expected to be incurred in caring and providing for the animal, including the estimated cost of medical care, for at least thirty (30) days; however, such security shall not prevent the Animal Services department from disposing of the animal at the end of the thirty-day period covered by the posted bond/cash, unless the person claiming an ownership interest in the animal posts an additional security bond or cash with the Animal Services department to secure payment of the animal's reasonable expenses for an additional thirty (30) days, and does so prior to the expiration of the first thirty day period. The amount of the bond/cash shall be determined by the Animal Services Director based on the current fee schedule and on the condition of the animal after examination by the shelter veterinarian or shelter manager. Failure to timely post the security shall result in the animal being immediately forfeited to the Animal Services department for disposition. If the fees, costs and penalties owed for the animal are not paid in full by the end of each security period, the security already posted shall be forfeited to the county on said date and used to pay the remaining unpaid fees, costs and penalties owing for the animal. The animal's owner shall remain responsible for all remaining unpaid fees, costs and penalties. Any security bond/cash remaining after the payment of all fees, costs and penalties shall be remitted to the person who posted the bond/cash.

(Ord. of 6-17-2013(1))

Sec. 3-24. - Dead animal pickup; relinquishing animals to the shelter.

- (a) Dead animals may be picked up from residences by waste/sanitation haulers as provided by the Cumberland County Solid Waste Department's policies as in effect from time to time.
- (b) Owners may relinquish their animals to the department's shelter provided the owner signs an impoundment card releasing possession of the animal to the shelter. Once the animal is released to the shelter, the animal shall become the property of the county and may be adopted or humanely disposed of in accordance with the department's policies.

(Ord. of 6-17-2013(1))

~~Sec. 3-25. — Apprehension of wild dogs.~~

~~If the animal control director shall determine that:~~

- ~~(1) — A dog or dogs are running wild in any area within the jurisdiction of this chapter; such dogs are feral and do not have an owner, keeper or custodian; such dogs appear not to have been vaccinated for rabies because such dogs are not wearing current and valid rabies tags; such dogs are substantially interfering with the use and enjoyment of property or the conduct of business, or are harassing or threatening persons; and that such dogs cannot after extraordinary effort be apprehended; or~~
- ~~(2) — An animal or animals are running wild and appear to be rabid or terminally diseased, present an imminent threat to any person or to livestock or domestic pets, or are harassing and threatening persons, and cannot be apprehended without extraordinary effort;~~

~~then the director shall be authorized to cause deadly force to be used to humanely euthanize said dogs or wild animals. Prior to making such a determination, in the case of wild dogs, the director shall have documented that persistent and repeated efforts to apprehend such dogs through use of traps, baited food, and tranquilizer darts have been ineffective. After making such a determination, the animal control director may:~~

- (1) ~~Authorize any animal control officer that has, in the discretion of the animal control director, received appropriate training and certification in firearms to use deadly force; or~~
- (2) ~~Request assistance from the Sheriff or from appropriate municipal police authorities in order that the application of deadly force shall be effected by a sworn law enforcement officer that has a marksman rating and/or qualification; or~~
- (3) ~~Seek the services of any private business, corporation, organization or other governmental organization or agency as may be approved by the county manager for the application of deadly force.~~

~~If such deadly force is proposed to be effected, the animal control director shall take every precaution to assure the safety of persons and property in the area within which the dogs or animals are running wild.~~

(Ord. of 6-17-2013(1))

~~Sec. 3-26. - Regulation of the number of dogs which may be kept on certain premises.~~

- (a) ~~No more than three dogs more than five months of age shall be owned, possessed, kept, harbored, or maintained at any premises located in any area with a zoning classification for single-family, residential lots of 20,000 square feet or less (R20 or less).~~
- (b) ~~No more than two dogs more than five months of age shall be owned, possessed, kept, harbored, or maintained at any premises located in any area with a zoning classification for multifamily residential housing.~~
- (c) ~~In any area in which the applicable zoning regulations are more restrictive as to the keeping of dogs than the requirements of this section, the zoning regulations shall control.~~
- (d) ~~This section shall not be construed to limit the right of any landlord to impose more restrictive limits on the number of pets which may be possessed at any leased premises.~~
- (e) ~~All dogs which have been listed with the Cumberland County Tax Administrator for an annual Cumberland County privilege license for the calendar year 2012 by the date this revised chapter becomes effective shall be exempt from this section.~~

(Ord. of 6-17-2013(1))

Sec. 3-27. - Sanitation.

No keeper of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners or condominium association, or upon private property without permission of the occupant of said property, unless such keeper immediately removes and disposes of all feces deposited by such animal by the following methods:

- (1) Collection of the feces by appropriate implement and placement in a paper or plastic bag or other appropriate container; and
- (2) Removal of such bag or container and disposition thereafter in a manner as otherwise permitted by law.

(Ord. of 6-17-2013(1))

Sec. 3-28. - ~~Breeding/advertising/transfer~~ [BAT] Litter permit.

Anyone owning or harboring a dog or cat shall not allow their animal(s) to produce a litter of one or more puppies or kittens without purchasing a litter permit from Animal Services prior to the birth of the litter. Any person convicted of violating the provisions of this section shall be punished by a fine of not less than \$300.00 or by imprisonment in the county jail for not more than 30 days.

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Owners who wish to breed their dog or cat and meet the requirements of the breeding/advertising/transfer [BAT] permit as outlined in subsection (2) of this section, may apply for such permit through the animal control division. The holder of the [BAT] permit would be authorized to breed, sell, trade, advertise, receive for any compensation, give away or transfer ownership of no more than one litter per licensed animal, per household, per year.

(1) Under no circumstances shall a [BAT] permit be issued:

- a. For any dog or cat not currently licensed as required in section 3-50 of this Code unless such person lives outside the county limits.
- b. To any person who has ever been convicted by any court of a charge relating to animal cruelty or neglect or has such a charge[s] pending until outcome of charges has been determined.

(2) A [BAT] permit must be obtained by, but not limited to:

- a. Any person wishing to breed their dog or cat;
- b. Each breeding pair, dog or cat, before breeding shall take place;
- c. Any person who intentionally or unintentionally causes or allows the breeding of dogs or cats.

(3) Any person convicted of violating the provisions of subsection (2) of this section shall be punished by a fine of not less than \$300.00 or by imprisonment in the county jail for not more than 30 days.

(Ord. of 6-17-2013(1))

Sec. 3-29. - Nuisance/reckless owner.

A person cited as a nuisance/reckless owner shall be ordered to surrender all of his/her ~~dogs/cats/domestic animals to animal control~~Animal Services and shall refrain from owning, keeping, or harboring ~~those dogs/cats/domestic animals, or any dogs/cats/~~domestic animals for a period of three years.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

ARTICLE III. - DANGEROUS DOGS

Sec. 3-30. - Definitions.

For the purposes of this article, the following words and phrases shall have the following meanings:

Attack by a dog means any behavior or action by a dog which could reasonably be expected to cause physical injury to a person or domestic animal, to include biting, felling or toppling, tearing of clothing, or provoking flight to escape attack.

Bite by a dog means any seizing, gripping or grasping, no matter how slight or momentary, by a dog between its jaws of the body parts of a person or domestic animal, so as to cause physical injury to such person or domestic animal.

Dangerous dog means any of the following dogs:

- (1) A dog that without provocation has killed or inflicted severe injury on a person; or
- (2) A dog that has been determined as provided herein to be potentially dangerous; or
- (3) A dog that is owned or harbored primarily, or in part, for the purpose of dog fighting or a dog trained for dog fighting.

Dog means a domesticated animal (*Canis familiaris*) of the Canidae family; provided that no wild specie of the Canidae family, such as a wolf, fox or coyote, shall be considered a domesticated animal, even though raised by humans in domestic surroundings.

Guard dog means a dog trained by a skilled trainer to recognized security industry or other reasonable standards and presently used under the control of trained handlers to protect persons and property.

Law enforcement dog means a dog, trained for police work to recognized law enforcement standards and presently used by and under the control of a law enforcement officer to carry out the law enforcement officer's official duties.

Lawful hunt means a hunt for lawful game conducted on private or public property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the lawful season for the game concerned using dogs customarily employed and suitable for such game.

Owner of a dog or owning a dog means any person or legal entity that has a possessory property right in a dog, including the harbored or keeper of a dog with the consent of the owner or of a dog that has been abandoned by or escaped the custody of its owner.

Owner or keeper's real property means any real property owned or leased by the owner or keeper of the dog, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

Potentially dangerous dog means a dog that had been determined, as provided herein, to have:

- (1) Inflicted a bite on a person that required medical care more than first aid;
- (2) Killed or inflicted injury upon a domestic animal when not on the real property of the owner of the dog; or
- (3) Attacked a person or approached a person in an area of the keeper's property open and accessible to invitees, or when not on the owner's property, in a vicious or terrorizing manner in an apparent attitude of attack.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Territorial jurisdiction of Cumberland County means all territory within the boundaries of the County of Cumberland, North Carolina, except the incorporated area of a municipality, unless such municipality has consented to the application and enforcement of this chapter in its jurisdiction.

(Ord. of 6-17-2013(1))

Sec. 3-31. - Application of article; exceptions.

The provisions of this article do not apply to:

- (1) A law enforcement dog or guard dog being used by a law enforcement officer or a bona fide professional security guard while in the performance of official duties or professional responsibilities;
- (2) A dog being used in a lawful hunt;
- (3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the

property of, or under control of its owner, and the damage or injury was to a species or a type domestic animal appropriate to the work of the dog; or

- (4) A dog where the injury inflicted by the dog was sustained by a person who at the time of the injury, was tormenting, abusing, or cruelly treating the dog, or had tormented, abused, or cruelly treated the dog, or was committing or attempting to commit a crime.

(Ord. of 6-17-2013(1))

Sec. 3-32. - Reporting requirements.

- (a) *Reporting required.* An owner of a dog that has attacked or bitten a person or domestic animal, a victim of an attack or biting by a dog, the owner of any domestic animal that has been attacked or bitten by a dog, any person witnessing such an attack or biting, a veterinarian treating a domestic animal for such an attack or biting, or a health care professional treating a person for such an attack or biting, shall report the following events to the ~~animal-control~~[Animal Services](#) department within three business days after the event has occurred:
 - (1) Any attack or biting by a dog upon any person or domestic animal; or
 - (2) The transfer, gift, sale or other conveyance of ownership or possession of a dangerous or potentially dangerous dog, its confinement in a veterinary facility, its removal from the territorial jurisdiction of the county, or its death.
- (b) *Report data required.* The data required in the report and the format thereof shall be as set forth in administrative procedures established by the ~~animal-control~~[Animal Services](#) director.

(Ord. of 6-17-2013(1))

Sec. 3-33. - Determination that a dog is potentially dangerous; appeals.

- (a) *Generally.* Upon receipt of a report submitted in accordance with section 3-32, or upon the receipt of any other complaint, or when he has reasonable suspicion that a dog is potentially dangerous, the director or his designee shall make a determination whether or not such dog is a potentially dangerous dog. Any determination that a dog is potentially dangerous shall be made in a writing stating the facts relied upon by the director to make his determination. The written declaration shall be personally delivered to the owner of the subject dog or shall be mailed by certified mail, return receipt requested, to the owner. If the determination is made that the subject dog is potentially dangerous, the written determination shall order compliance with the appropriate provisions of this article and the director may impose reasonable conditions to maintain the public health and safety. The director may pursue such other civil or criminal penalties and remedies as authorized by this chapter or state law.
- (b) *[Determination by director.]* If, at any time after the receipt of any report or complaint made pursuant to section 3-32, the director determines that the conditions under which the subject dog is being kept or confined do not adequately protect the public health or safety, the director shall require that the subject dog be impounded at the department's shelter until completion of the investigation and any appeal of the decision of the director.
- (c) *Appeals from determinations.*
 - (1) The owner of any dog determined by the director to be potentially dangerous may appeal the decision of the director to the appeal board within three business days of receiving notice of the determination. Appeal to the appeal board may be taken by filing written objections to the director's determination with the clerk for the appeal board.
 - (2) The appeal board shall schedule and hear such appeal within ten days of the filing of the written objections or at such later time as the appellant consents.

- (3) The vote of the appeal board shall be taken, and the announcement of its decision shall be made, in an open public meeting. A written statement of the decision of the appeal board shall be delivered to the director and the appellant. The notice shall be sent by certified mail, return receipt requested, and filed concurrently with the director and the Cumberland County Attorney.
- (d) *[Conduct of appeal.]* An appeal hearing before the appeal board shall be conducted as follows:
- (1) The hearing shall be subject to the open meetings law, and the required notice shall be posted and given as applicable;
 - (2) The chairperson of the appeal board shall preside at the hearing;
 - (3) The director shall be represented by the county attorney;
 - (4) The county attorney shall present the director's case;
 - (5) The appellant may be represented by an attorney;
 - (6) The director and the appellant may make any statements, present any evidence, or offer any witnesses on their behalf, on any relevant issue;
 - (7) The chairperson of the appeal board shall rule on the admissibility of any evidence and on any procedural issues that might arise;
 - (8) The director and the appellant shall be entitled to cross-examine any witnesses;
 - (9) The hearing shall be quasi-judicial in nature and all testimony shall be under oath;
 - (10) The appellant shall be entitled to obtain a transcript of the proceeding at his own cost;
 - (11) The appeal board shall announce its decision at an open meeting and render it in writing as expeditiously as possible at or following the hearing. Its decision shall contain findings of fact and conclusions in support of its decision.
- (e) *[Purpose of appeal.]* The purpose of the hearing before the appeal board shall be to determine whether or not the determination of the director is in the best interests of the public health, safety and welfare.
- (f) *[Function of appeal board.]* The function of the appeal board shall be to affirm, reverse, or modify the determination of the director which has been appealed. Any conditions imposed by the appeal board shall be reasonable, relevant to the issues in the matter, and have the effect of promoting the public health, safety and welfare.
- (g) *[Hearing.]* The hearing shall be administrative in nature and the decision of the appeal board shall be final.

(Ord. of 6-17-2013(1))

Sec. 3-34. - Registration required.

- (a) *Generally.* Any person owning a dangerous dog as defined by this chapter or Chapter 67 of the General Statutes shall register such dog with the ~~animal control~~[Animal Services](#) department within five days of such event which established the dog to be dangerous or may, in lieu of any hearing, register such dog voluntarily, which shall constitute an admission and final determination that the dog is dangerous.
- (b) *Permanent identification mark required.* Each dog registered pursuant to this section shall be assigned a registration number by the ~~animal control~~[Animal Services](#) department, which shall be affixed to the dog by permanent chip implant, at the expense of its owner. No person shall remove such identification once it is assigned and affixed.

(Ord. of 6-17-2013(1))

Sec. 3-35. - Permit required.

- (a) *Generally.* After registration of a dangerous dog or after a final determination that such dog is potentially dangerous in accordance with this chapter or Chapter 67 of the General Statutes, no person shall own such dog thereafter within the territorial jurisdiction of this chapter without applying for and obtaining a permit from the ~~animal control~~[Animal Services](#) department.
- (b) *Issuance of permit.* The ~~animal control~~[Animal Services](#) department shall issue a permit for a dangerous dog only upon submission of a complete, verified application, payment of the permit fee and a finding by the director or his designee that:
 - (1) The required conditions for keeping and housing the dog and other public health and safety protective measures are in effect; and
 - (2) The dog for which a permit is issued does not pose an unreasonable threat to the public health, safety and general welfare if the owner shall comply with the provisions of this article and the conditions of the permit.
- (c) [*Condition of issuance.*] Issuance of a permit shall be conditioned on continued compliance with the provisions of this article and other provisions of state law, on continued compliance with and maintenance of the conditions for housing the dog and public safety set forth in the permit, and any special conditions the director may deem reasonably necessary to protect the public health, safety and welfare in view of the particular circumstances and history of the dog for which the permit is issued.
- (d) ~~*Temporary permits.* Following the registration of a dangerous dog or the impoundment of a dog declared to be potentially dangerous, upon application therefor and for good cause, the director may issue a temporary permit allowing the owner of a registered dangerous dog or a dog declared to be potentially dangerous to retain possession of such dog or to confine such dog at a veterinary facility or kennel approved by the director. The director may also issue a temporary permit to allow the transport of a dangerous or potentially dangerous dog from the territorial jurisdiction of this chapter. A temporary permit shall be issued subject to the same conditions to which a regular permit is subject and to any other conditions the director may deem necessary to protect the public health, safety and welfare consistent with the provisions of this article. A temporary permit shall be valid only until the earlier of its expiration, revocation or the issuance or denial of a permit under the provisions of this section.~~
- (e) *Term of permits and renewal thereof.* No permit shall be issued under this section for a term of more than three years but may, in the director's discretion, be issued for a shorter period. Permits must be renewed, subject to the same terms and conditions required for initial permits.
- (f) *Revocation of permits.* The director may, upon notice and hearing and for good cause shown, revoke any permit or modify any terms, conditions or provisions thereof. If the director deems it necessary to protect the public health or safety from any imminent threat or danger thereto, he may, without hearing, revoke any permit or any portion thereof. Good cause for revocation or modification of a permit shall include, without limitation, violation of or failure to comply with any provision of this article or with any term, condition or provision of a permit.
- (g) *Inspections.* The director shall cause periodic inspections to be made of the premises of the owner of a permitted dangerous or potentially dangerous dog to assure compliance with the provisions of this article and the applicable permit.
- (h) *Insurance.* Every person owning a dangerous dog, as determined in accordance with this article or Chapter 67 of the General Statutes, shall purchase and maintain a policy of liability insurance covering any injury or property damage caused by the dog. Minimum policy limits shall be \$50,000.00 for personal injury or property damage, per occurrence. Such owner shall cause a certificate or declaration of insurance to be furnished to the director annually. Every day that the required insurance is not in full force and effect shall constitute a violation of this article.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-36. - Regulation of dangerous dogs; security and restraint requirements.

No person shall own a dangerous dog except in compliance with all provisions of this article, including the following regulations:

- (1) While on the real property of its owner, such dog shall be kept, secured and restrained as follows:
 - a. In a building with doors, windows and other exits securely fastened shut and under the supervision and control of a responsible, capable adult person; or
 - b. Securely kept in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children; or
 - c. While outside a building or enclosure described above, securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (2) Such dog shall only be removed from the real property of its owner as follows:
 - a. For transportation to and from a veterinarian or the department's shelter; or
 - b. For its permanent removal from the territorial jurisdiction of this chapter; or
 - c. To provide bona fide exercise necessary for its continued good health.
- (3) While off its owner's real property, such dog shall be securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (4) Notwithstanding the foregoing, no person shall own a dangerous dog that has killed a person, except in the care and custody of a veterinarian for the purposes of treatment or quarantine; or in the custody of the department's shelter pending disposition in accordance with the provisions of this chapter, the department's policies, or the order of any court.
- (5) Signage. The owner of a dangerous dog shall erect a sign with dimensions of at least two feet x two feet on the enclosure housing such dog which shall read:

BEWARE OF DOG
THIS DOG IS DANGEROUS
STAY AWAY!

(Ord. of 6-17-2013(1))

Sec. 3-37. - Impoundment of dangerous dogs.

- (a) *Apprehension and surrender.* Upon an initial determination of a dog as potentially dangerous or upon registration of a dog to be dangerous, or if the director has reasonable suspicion to believe that a dangerous, or potentially dangerous dog is being kept or harbored within the territorial jurisdiction of this chapter in violation of it or of a permit issued hereunder, ~~animal control~~[Animal Services](#) officers and law enforcement officers of Cumberland County and of any municipality subject to this chapter shall impound such dog. It shall be a violation of this article to fail or refuse to surrender such dog to such officers upon their lawful demand. The officer impounding such a dog shall deliver the same to the department's shelter.
- (b) *Surrender.* Hiding, removing or failing to surrender a dangerous or potentially dangerous dog, or impeding any investigation concerning the same, shall be a violation of this article.

(c) *Confinement.* A dog impounded by or surrendered to an ~~animal-control~~[Animal Services](#) officer or law enforcement officer as provided herein shall be confined in the department's shelter or, upon request of the owner hereunder, and at such person's expense, at a private veterinary facility or kennel approved by the director, subject to the following conditions:

- (1) *Costs of impoundment.* Impoundment shall be at the expense of the owner of the dog. Costs of impoundment at the department's shelter shall be paid by the person liable therefore at the daily rate. The costs of impoundment at a veterinary facility or kennel shall be paid by the person liable therefore pursuant to the terms of the agreement between such person and the proprietor of such facility or kennel. In no event shall Cumberland County or any municipality subject to this chapter be liable for or pay for impoundment at such private facility or kennel.
- (2) *Release from impoundment.* No such dog shall be released from impoundment as provided herein except upon registration of such dog and issuance of a permit or temporary permit allowing such release. No such dog shall be released from the department's shelter until costs of confinement of such dog, any registration and permit fees for such dog, and any civil penalties assessed in connection with such dog have been paid in full.
- (3) *Disposition of unclaimed or abandoned dogs.* The following dogs impounded at the department's shelter pursuant to this article shall be deemed abandoned and shall be disposed of in accordance with the provisions of this chapter and the rules and regulations of the department:
 - a. Any dog which remains unclaimed by its owner for a period more than ten days or a period of lawful quarantine, whichever is longer; and
 - b. Any dog claimed by its owner which is confined for a period in excess of ten days, or a period of lawful quarantine, whichever is longer, during which no application has been made for a permit or temporary permit; provided, however, the director shall extend such time upon a showing of justifiable delay in such action by the owner.

(Ord. of 6-17-2013(1))

Sec. 3-38. - Violations, penalties and other remedies.

- (a) *Violations.* Each act or conduct prohibited by this article and each failure to comply with a mandatory provision hereby and each day's continuing failure to comply shall constitute a separate and distinct offense.
- (b) *State law violations.*
 - (1) Nothing in this chapter shall be constructed to prevent an ~~animal-control~~[Animal Services](#) officer or any other person from pursuing remedies under Chapter 67, Article 1A, of the North Carolina General Statutes.
 - (2) The director or his designee is designated as the person responsible for making the determination required under G.S. 67-4.1(c). In making such determinations, the director or his designee shall follow the procedure set forth in this article.
 - (3) The dangerous dog appeal board is designated as the appellate board to hear appeals of determinations made pursuant to G.S. 67-4.1(c).

(Ord. of 6-17-2013(1))

Sec. 3-39. - Administrative provisions.

- (a) *Responsibility.* The director shall administer and enforce this article and shall promulgate rules and regulations for such administration and enforcement as may be necessary or desirable to such end.

- (b) *Authority to enter upon premises.* ~~Animal control~~Animal Services officers shall have authority to enter into and inspect any premises, dwellings, rooming units, barns and other outbuildings, any part of the curtilage thereof, or any yard or other enclosure to:
 - (1) Conduct any investigation of a dog alleged or suspected of being potentially dangerous or dangerous; or
 - (2) Apprehend a dog determined to be potentially dangerous or dangerous or as to which there is reasonable suspicion to believe is potentially dangerous or dangerous; or
 - (3) Investigate any violation of this article; or
 - (4) Serve a citation upon a person for violation of this article.
- (c) Notwithstanding the foregoing, an ~~animal control~~Animal Services officer shall only make such entry upon consent, pursuant to an administrative search warrant under G.S. 15-27.2, or otherwise as authorized by law.
- (d) *Authority to immobilize or kill a dangerous or potentially dangerous dog.*
 - (1) If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous or dangerous dog, or a dog as to which there is reasonable suspicion to believe is potentially dangerous or dangerous, such dog is not securely restrained and an ~~animal control~~Animal Services officer or a law enforcement officer has reasonable cause to believe the dog poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such dog 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 dog.
 - (2) If a potentially dangerous or dangerous dog impounded in the department's shelter cannot be cared for or handled without risk of serious physical injury or death to persons caring for or handling such dog or to other animals, the department shall render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the department may humanely dispose of said dog.
 - (3) The ~~animal control~~Animal Services department may humanely dispose of any dog being investigated under the provisions of this article at the request of or with the consent of its owner.

(Ord. of 6-17-2013(1))

ARTICLE IV. - RABIES CONTROL AND ANIMAL BITES

Sec. 3-40. - Rabies control.

- (a) *Enforcement authority.* The ~~animal control~~Animal Services director and the Cumberland County Health Director are authorized to enforce the rabies control provisions in Part 6 of Chapter 130A of the North Carolina General Statutes and are further authorized to implement any reasonable administrative procedures necessary to enforce this state law locally.
- (b) *Impoundment term.* The impoundment period for animals held pursuant to this section shall be 72 hours, excluding Sundays and legal holidays.
- (c) *Compliance with rabies law.* It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.
- (d) *Provisions supplementary to state law.* It is the purpose of this section to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by the state law.
- (e) *Vaccination required.* It shall be unlawful for an owner or keeper to fail to provide proof of current vaccination against rabies (~~hydrophobia~~) for any dog, cat or ferret four months of age or older.

Should the county health director deem it necessary that other pets be vaccinated in order to prevent a threatened rabies epidemic or control an existing rabies epidemic, it shall be unlawful for an owner or keeper to fail to provide vaccination for that pet.

- (f) *Vaccination schedule.* A rabies vaccination shall be deemed current for a dog, cat or ferret if the first two doses of vaccine are administered 12 months apart and each subsequent booster dose of vaccine is administered according to the manufacturer's recommended schedule.
- (g) *Persons to administer; issuance of a certificate.* All rabies vaccines shall be administered by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or a certified rabies vaccinator. A person who administers a rabies vaccine shall complete a rabies vaccination certificate in such form as is approved by the ~~animal control~~[Animal Services](#) director pursuant to the regulations of the Commission for Public Health. An original rabies vaccination certificate shall be given to the owner of the animal that receives the rabies vaccine. A copy of the rabies vaccination certificate shall be retained by the licensed veterinarian or the certified rabies vaccinator. A copy shall also ~~sent to Animal Services.~~ [be given to the animal control director.](#)
- (h) *Owner or keeper to be issued rabies tag.* Upon vaccination pursuant to this section, the owner or keeper of the dog, cat or ferret that has been vaccinated shall be issued a rabies tag stamped with a number and the yard for which issued and a rabies vaccination certificate.
- (i) *Unlawful for dog, cat or ferret not to wear rabies tag.* It shall be unlawful for any dog, cat or ferret owner or keeper to fail to provide the dog, cat or ferret with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with the attached tag, must be worn at all times the animal is off its owner's property.
- (j) *Untagged dog, cat or ferret subject to impoundment.* In addition to all other penalties prescribed by law, a dog, cat or ferret may immediately be impounded in accordance with the provisions of this section if it is found off its owner's or keeper's property not wearing a currently valid rabies tag.
- (k) *Unlawful to switch rabies tag.* It shall be unlawful for any person to use for any animal a rabies vaccination tag [or certificate](#) issued for an animal other than the one assigned the tag [or certificate](#).
- (l) *Dogs, cats or ferrets brought into county.* All dogs, cats or ferrets shipped or otherwise brought into the territorial jurisdiction of this chapter, except for exhibition purposes where the dogs, cats or ferrets are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry, and shall remain confined for two additional weeks after vaccination, unless accompanied by a certificate issued by a licensed veterinarian showing the dog, cat or ferret is apparently free from rabies and has not been exposed to rabies and that the dog or cat has received a proper dose of rabies vaccine not more than six months prior to the date of issuing the certificate.
- (m) *Animals exposed to rabies.*
 - (1) If the ~~animal control~~[Animal Services](#) director determines that an animal has not ~~ever~~ been vaccinated against rabies ~~or received its only rabies vaccine less than at least~~ 28 days prior to being exposed to rabies from a suspected rabid animal, the animal shall be immediately euthanized unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of ~~four~~[six](#) months at the owner's or keeper's expense.
 - (2) If the ~~animal control~~[Animal Services](#) director determines that an animal with a current rabies vaccination ~~or proof of previous rabies vaccination that has since expired~~ has been exposed to rabies from a suspected rabid animal, it shall be revaccinated and returned to the owner or keeper who shall be responsible for the cost of the rabies vaccination. [The owner or keeper is required to monitor the health of the animal for 45 days and report any illness to Animal Services.](#)
- (n) *Health director may declare quarantine.* When reports indicate a positive diagnosis of rabies, to the extent that the lives of persons are endangered, the county health director may declare a county-wide quarantine for such period of time as he deems necessary. Once such emergency quarantine is declared, no dog, cat or ferret may be taken or shipped from the county without written permission of

the county health director. During such quarantine, the county health director, the ~~animal control~~[Animal Services](#) director, law enforcement officers, or other persons duly authorized by the county health director or ~~animal control~~[Animal Services](#) director may seize and impound any dog, cat or ferret running at large in the county. During the quarantine period, the county health director shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the county. If additional confirmed cases of rabies occur during the quarantine period, the county health director in his discretion may extend the quarantine period.

- (o) *Carcass to be surrendered to ~~health~~[Animal Services](#) department.* The carcass of any animal suspected of dying of rabies, or dying while under observation for rabies, shall be submitted to the ~~county health~~[Animal Services](#) department for the implementation of appropriate diagnostic procedures as advised by the NC Department of Health and Human Services Public Health Veterinarians.
- (p) *Unlawful to kill or release animal under observation.* It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal under observation for biting a human, or to remove such animal from the county without written permission from the county health director, provided that a licensed veterinarian or the county health director or other person duly authorized by the county health director may authorize any animal to be killed for rabies diagnosis.
- (q) *Unlawful to fail to surrender animal.* It shall be unlawful for any person to fail or refuse to surrender any animal for confinement or destruction as required in this article, when demand is made therefore by the county health director, the ~~animal control~~[Animal Services](#) director or any law enforcement officer.
- (r) *Unlawful to fail to provide proof of vaccination.* It shall be unlawful for any person to fail or refuse to provide proof of rabies vaccination for any animal that they own or control when request is made therefore by the ~~animal control~~[Animal Services](#) director or his designee, the county health director or his designee, or any sworn law enforcement officer.
- (s) *Animals subject to impoundment.* Any animal which appears to be lost, stray, unwanted, ~~not wearing a currently valid tax tag or a currently valid rabies vaccination tag as required by state law or this section,~~ or not under restraint in violation of this chapter, may be seized, impounded and confined in a humane manner in the department's shelter. Any dog or cat that has bitten or scratched a human must be quarantined for ten days from the date of the bite or scratch, either at the home of its owner or keeper, if an ~~animal control~~[Animal Services](#) officer determines that the public health and safety shall be reasonably maintained by such quarantine, or otherwise in the department's shelter or in a veterinary hospital at such owner's or keeper's expense. If such dog, cat or ferret is quarantined at the home of its owner or keeper and escapes, any ~~animal control~~[Animal Services](#) officer shall impound such dog, cat or ferret at the department's shelter for ten days from the date of the bite or scratch.
- (t) *Owner liable.* Impoundment of such animal shall not relieve the owner/keeper thereof from any penalty which may be imposed for violation of this section.
- (u) *[Disposition of infected animals.]* The County Health Director shall direct the disposition of any animal found to be infected with rabies.

(Ord. of 6-17-2013(1))

Sec. 3-41. - Reports of bite cases; report by veterinarian.

- (a) Every physician, veterinarian or health care provider shall report to the ~~animal control~~[Animal Services](#) director the names and addresses of persons treated for bites and scratches inflicted by animals that break the skin, together with such other information as will be helpful in rabies control.
- (b) Every licensed veterinarian shall report to the ~~animal control~~[Animal Services](#) director his diagnosis of any animal observed by him to be a suspect rabid animal.

(Ord. of 6-17-2013(1))

Sec. 3-42. - Records.

The ~~animal-control~~[Animal Services](#) director shall keep or cause to be kept:

- (1) An accurate and detailed record of the licensing, impounding and disposition of all live animals, fowl and domestic birds coming into his custody and any dead dogs or cats picked up that possess rabies tags or county license; and
- (2) An accurate and detailed record of all bite cases reported to him, with a complete report of the investigation or disposition of each case.

(Ord. of 6-17-2013(1))

Sec. 3-43. - Interference.

No person shall interfere with, hinder, delay or obstruct any ~~animal-control~~[Animal Services](#) officer or authorized representative of the county in the performance of any duty under this article or seek to release any animal in the custody of the ~~animal-control~~[Animal Services](#) department or its shelter impounded pursuant to this article, except as provided by law.

(Ord. of 6-17-2013(1))

Secs. 3-44—3-49. - Reserved.

~~ARTICLE V. - LICENSING OF DOGS AND CATS~~

~~Sec. 3-50. - License for dogs and cats.~~

- ~~(a) It shall be unlawful for any person to own, possess or have under his control any dogs or cats, or any combination thereof, over four months of age, without obtaining an annual privilege license for each such animal from the veterinarian administering the rabies vaccination for the animal or the Cumberland County Animal Control Department, as provided in this article.~~
- ~~(b) The annual privilege license shall be assigned the same number as the rabies vaccination certificate for each animal and shall be registered with the animal control department at the time of each annual rabies vaccination for the animal. The annual privilege license fee shall be paid to the animal control department at the time of each rabies vaccination. For rabies vaccinations of three years' duration, the annual privilege license fee shall be due on the annual anniversary date of the vaccination. It shall be the responsibility of the animal control department to notify owners with privilege license fees due in the second and third year of a three-year rabies vaccine.~~
- ~~(c) All veterinarians administering rabies vaccinations shall issue the privilege license and collect the privilege license fee at the time of the vaccination and remit the registration and fee to the Cumberland County Animal Control Department with the rabies vaccination certification in accordance with such procedures and using such forms as established by the animal control director from time to time. A participating veterinarian shall retain an administrative fee as established by the Cumberland County Board of Commissioners from time to time.~~
- ~~(d) The animal control director shall be responsible for the administration of the privilege licensing of dogs and cats and for the collection of all privilege license fees not collected and/or remitted by participating veterinarians.~~

~~(Ord. of 6-17-2013(1))~~

~~Sec. 3-51. Terms of license; exemption.~~

- ~~(a) The license issued under this article shall be renewed every year, upon proof of rabies vaccination.~~
- ~~(b) County residents who are 65 years of age or older may obtain a permanent license for up to three cats or dogs, or any combination thereof, at no cost; provided that this permanent license shall be limited to no more than three animals per household. County residents may obtain a permanent license at no cost for a bona fide seeing-eye or aid dog.~~

~~(Ord. of 6-17-2013(1))~~

~~Sec. 3-52. Issuance of records.~~

- ~~(a) The rabies vaccination tag shall constitute the privilege license tag for all dogs and cats registered for the privilege license and for which the privilege license fee has been paid. The tag shall be of durable material and shall be designed to be easily fastened or riveted to the animal's collar or harness. The tag number shall be registered with the animal control department.~~
- ~~(b) The animal control department shall maintain records of licensed dogs and cats and such records shall be open to public inspection.~~

~~(Ord. of 6-17-2013(1))~~

Sec. 3-53. - Fastening of tags to collar or harness.

Each person who owns or maintains a dog or cat that is primarily kept, kenneled or otherwise located in the county shall affix to such dog or cat the following identification:

- (1) A durable tag securely affixed to a collar or harness which is securely buckled or otherwise securely joined so that it cannot be removed unless unbuckled; the tag shall contain the name and address of the owner of the dog or cat or a number registered with the ~~animal control~~[Animal Services](#) department; or
- (2) An implanted ~~computer~~[micro](#)-chip capable of being scanned by a [universal](#) chip reader.

(Ord. of 6-17-2013(1))

~~Sec. 3-54. License fee in addition to other fees.~~

~~The privilege license fee shall be in an amount established by the Cumberland County Board of Commissioners from time to time and shall be in addition to any fee in the fee schedule adopted pursuant to this chapter.~~

~~(Ord. of 6-17-2013(1))~~

~~Sec. 3-55. Use of revenues collected from license fees.~~

~~The revenues collected for the licensing or adoption of dogs and cats shall be specifically expended for physical improvements to the animal shelter or the equipment of the animal control department, for the cost of administration and enforcement of this chapter, and for costs associated with public education programs and activities.~~

(Ord. of 6-17-2013(1))

Sec. 3-56. - Transfer of cats and dogs.

- ~~(a) —When ownership of a dog or cat is transferred within the county's jurisdiction, the new owner will have 30 days to obtain a new privilege license for the animal.~~
- (b) When ownership of a dog which has been declared dangerous or potentially dangerous under article III of this chapter is transferred within the county's jurisdiction, the previous owner shall within three business days notify the [animal control/Animal Services](#) department and provide the name and address of the new owner. The new owner shall:
- (1) Immediately register the dog with the [animal control/Animal Services](#) department; and
 - (2) Ensure that the requirements of this chapter for maintaining a dangerous or potentially dangerous dog are complied with prior to the dog being relocated to the new owner's property.

(Ord. of 6-17-2013(1))

Sec. 3-57. - Non-applicability of article.

The provisions of this article shall not apply to cats or dogs in the custody of a veterinarian, or whose owners are nonresidents visiting in the county for a period not exceeding 30 consecutive days.

(Ord. of 6-17-2013(1))

Secs. 3-58, 3-59. - Reserved.

ARTICLE VI. - INJURED ANIMALS; [ANIMAL MEDICAL STABILIZATION FUND](#)

Sec. 3-60. - Control of injured animals; [Animal Medical Fund stabilization fund](#).

- (a) Any [Animal Services/animal control](#) officer or law enforcement officer is authorized to take possession of any seriously injured ~~dog, cat, wildlife, livestock, bird or other~~ animal which ~~has suffered a painful and potentially mortal injury and which~~ is found in any location open or accessible to the public, any public or private vehicular right of way, or apparently off the property of its owner. ~~Any such animal which does not have a current rabies tag or identification tag shall be conclusively presumed abandoned for purposes of this article.~~
- (b) Any [Animal Services/animal control](#) officer or law enforcement officer finding any such animal shall make reasonable efforts to locate the owner of any such animal. ~~If the owner is promptly located, the owner shall immediately seek veterinary care of the animal or shall authorize such officer to humanely euthanize such animal.~~ If the owner cannot be promptly located or contacted, the animal ~~services/control~~ officer or law enforcement officer is authorized, in his or her discretion, to humanely euthanize such animal in an emergency situation where safe, humane transport of the animal is not possible, or promptly transport such animal to a veterinarian ~~participating in the injured animal stabilization fund~~ for stabilization of such animal's injuries. Every owner of any animal so found shall conclusively be presumed to have irrevocably appointed any such officer, or veterinarian ~~participating in the injured animal stabilization fund~~, his or her authorized agent for any purposes under this article. Every such owner also shall be deemed to have released any officer, or veterinarian ~~participating in the injured animal stabilization fund~~, from any cause of action or claim arising out of or related to any action such officer or veterinarian may take under this article, except for actions which constitute gross negligence.
- (c) ~~Each animal control officer or law enforcement officer acting under this article shall within a reasonable time report to the animal control director the nature and extent of the injuries of each such animal and the disposition thereof. The animal control department shall maintain a record of the nature and extent of each such animal's injuries and of the disposition thereof.~~

(cd) There is hereby established the Cumberland County Animal Medical Fund ~~Injured Animal Stabilization Fund~~, to which contributions, grants, donations, or restitution may be made for the purpose of providing outside veterinary care for animals in the possession of Animal Services. ~~reimbursing veterinarians agreeing to participate with the fund in stabilizing the injuries of injured animals transported to them for stabilization under this article.~~ The director may solicit or raise funds for the fund. The fund shall be administered by a committee which shall include the Cumberland County Finance Officer or his or her designee and a veterinarian designated by the Cumberland County Animal Control Board. Funds shall be disbursed from the fund by the finance officer under guidelines established by the committee.

(de) The Animal Services Department shall maintain a record of the nature and extent of each such animal's injuries and of the disposition thereof. ~~Any animal control officer or law enforcement officer, or any veterinarian to which an injured animal may be transported under this article for stabilization of injuries, shall be deemed to be an authorized agent of and acting on behalf of Cumberland County and its animal control department pursuant to the authority of this article. Any such officer or veterinarian acting pursuant to this article shall be entitled to all the defenses, immunities and rights afforded by law or available to Cumberland County and its officers, employees or agents.~~

(f) ~~If any owner of an animal transported under this section to a veterinarian participating in the injured animal stabilization fund shall subsequently be identified by the animal control department, he or she shall make restitution to the fund of the amount disbursed by it to the participating veterinarian.~~

(Ord. of 6-17-2013(1))

Secs. 3-61—3-69. - Reserved.

ARTICLE VII. - MISCELLANEOUS

Sec. 3-70. - Keeping chickens or rabbits; sanitation requirements.

It shall be unlawful to keep, house or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health.

(Ord. of 6-17-2013(1))

Sec. 3-71. - Stables to be kept clean.

Every stable or other place where cattle, horses or animals are kept shall be maintained at all times in a clean and healthful condition.

(Ord. of 6-17-2013(1))

Sec. 3-72. - Grazing animals.

It shall be unlawful for any owner or keeper to stake or graze any cow, horse or other animal in any park, cemetery or other public place or near any public sidewalk. This section shall not apply to horses used by any law enforcement agency for mounted patrol.

(Ord. of 6-17-2013(1))

Sec. 3-73. - Disposition of dead animals.

The owner of any animal dying from any cause within the jurisdiction of the county shall cause the same to promptly be buried in a sanitary manner within 24 hours after such owner has knowledge of such death.

(Ord. of 6-17-2013(1))

Sec. 3-74. - Selling live animals in public rights of way and other public property prohibited.

It is unlawful to sell, auction, trade, barter, and display for commercial purposes or give away any live animal within the right of way of any public highway, commercial parking lot, garage sale, flea market, festival, park, community center, public vehicular area, public sidewalk, public property or street within Cumberland County. The ~~animal control~~Animal Services department may immediately take custody of and impound any live animals found ~~being sold~~ in violation of this section. This section shall not apply to any animal welfare organization or humane society qualified under section 501(c)(3) of the Internal Revenue Code ~~and approved to remove animals from the Cumberland County Animal Shelter through their standard approval process, acting pursuant to a permit issued by the animal control director, which permit may be conditioned on reasonable conditions to assure the health, welfare and safety of the animals being sold, auctioned, traded, bartered, displayed or given away.~~

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(Ord. of 6-17-2013(1))

Sec. 3-75. - Provisions only applicable within the corporate limits of any municipality in which this chapter is applied.

- (a) No hogs, pigs, swine, or animals of the porcine family shall be kept within the corporate limits of any municipality in which this chapter is applied.
- (b) No horse, mule, pony, cow, or goat shall be stabled or housed within 100 feet of any dwelling house, school, church, or eating establishment within the corporate limits of any municipality in which this chapter is applied.
- (c) ~~No roosters, and no~~ more than ten female chickens (hens) or rabbits shall be kept, housed, or penned at a dwelling or on the lot on which such dwelling is located within the corporate limits of any municipality in which this chapter is applied.
- (e) No cow, horse, or other animal shall be tethered or permitted to graze or stand within 30 feet of any wall, or within 50 feet of the front door, of any residence within the corporate limits of any municipality in which this chapter is applied. This subsection shall not apply to horses used by any law enforcement agency for mounted patrol.
- (f) For the purpose of section 3-15 of this chapter, [the term] "nuisance" also includes the habitual accumulation of animal feces on the owner's property in locations or amounts that produce odors that can be perceived from adjoining properties, within the corporate limits of any municipality in which this chapter is applied.
- (g) For the purpose of section 3-36(5) of this chapter, the owner of a dangerous dog shall erect a sign with the dimensions provided in that section, unless municipal sign regulations provide more stringent requirements for such warning signs in terms of size, height, and placement, within the corporate limits of any municipality in which this chapter is applied.
- (h) For the purpose of section 3-70 of this chapter, it shall be unlawful to keep, house, or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health or the code enforcement department of any municipality within the corporate limits in which this chapter is applied.

(Ord. of 6-17-2013(1))

Secs. 3-76—3-79. - Reserved.

ARTICLE VIII. - ENFORCEMENT

Sec. 3-80. - Enforcement generally.

- (a) The primary responsibility for the enforcement of this chapter shall be vested in the ~~animal control~~[Animal Services](#) department.
- (b) Any person authorized to enforce this chapter may do so by issuing a notice of violation or civil penalty citation, or by applying to the General Court of Justice for a temporary restraining order, a preliminary injunction, a permanent injunction or an order to abate a nuisance, as may be appropriate in the circumstances.
- ~~(c) Upon information made known to or complaint lodged with the animal control department that any owner, possessor, or custodian of any dog or animal is in violation of this chapter, an animal control officer may investigate the complaint to determine whether to issue a notice of violation (civil citation) requiring the owner, possessor or custodian of the dog or animal to pay the stated civil penalty and abate the nuisance specified or whether to take such other enforcement action as may be authorized under this chapter.~~
- ~~(d) If the owner, possessor or custodian of any dog or animal is not known and the dog or animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or another's property without that property owner's permission, in violation of this chapter, the dog or animal shall be impounded in the animal shelter.~~
- (ce) Any decision of the ~~animal control~~[Animal Services](#) director or his designee to seize or impound any animal, other than a decision made pursuant to the provisions of article III, may be appealed to the ~~animal control~~[Animal Services](#) board for review and final decision upon the owner or keeper of such seized or impounded animal giving written notice of appeal within three business days of receiving notice of the director's decision. The ~~animal control~~[Animal Services](#) board shall afford the opportunity for a hearing to any person giving notice of appeal and shall conduct the hearing for the purpose of either affirming, reversing, or modifying the decision of the director.

(Ord. of 6-17-2013(1))

Sec. 3-81. - Penalties for violations.

- (a) Any violation of this chapter shall subject the offender to a civil penalty to be recovered by the ~~animal control~~[Animal Services](#) department in a civil action in the nature of a debt, to include the cost of abating a public nuisance. Any costs of abatement and civil penalties shall be paid within seven days of issuance of a notice of violation. Each day's continuing violation shall be a separate and distinct offense.
- (b) A notice of violation shall specify the nature of the violation and the sections of this chapter violated, and further notify the offender that the civil penalty specified therein shall be paid to the ~~animal control~~[Animal Services](#) director at the animal shelter within seven days.
- (c) Unless otherwise provided in this chapter, the civil penalty for a violation of this chapter shall be \$100.00 for a first violation or for a violation more than 12 months after a previous violation. For subsequent violations within 12 months of a previous violation, the penalty shall be \$200.00 for a second violation and \$300.00 for a third or subsequent violation within a 12-month period of the first violation.
- (d) In addition to the civil penalties prescribed in this section, any violation of this chapter, also designated as chapter 3 of the Cumberland County Code, shall also constitute a Class 3 misdemeanor punishable by a fine or not more than \$200.00 and imprisonment of not more than 20 days.

~~(e) The penalty for a dog biting a human causing injury which requires professional medical or hospital treatment shall be \$500.00 for the first offense.~~

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Chapter 3 - ANIMALS^[1]

Footnotes:

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Editor's note— An ordinance adopted June 17, 2013, amended ch. 3 in its entirety to read as herein set out, removing in their entirety articles pertaining to kennel licensing/permits and public hazard dogs. Former ch. 3, §§ 3-1—3-23, 3-25—3-47, 3-58—3-65, 3-70—3-75, 3-78, 3-83—3-88, and 3-97—3-99, pertained to animals, and derived from § 1 of an ordinance adopted Aug. 21, 2000; § 1 of a resolution adopted Oct. 16, 2000; § 1 of a resolution adopted Apr. 22, 2003; and § 1 of an ordinance adopted Nov. 21, 2005.

ARTICLE I. - ADMINISTRATION

Sec. 3-1. - Animal Services department established.

There is hereby established in the government of the county an Animal Services department.

(Ord. of 6-17-2013(1))

Sec. 3-2. - Animal Services director.

The Animal Services department shall be supervised by the Animal Services director, who shall be the director of that department, appointed by the county manager.

(Ord. of 6-17-2013(1))

Sec. 3-3. - Functions of Animal Services department.

The Animal Services department shall have and perform the duties and responsibilities set forth herein, shall enforce the provisions of this chapter and of state law relating to Animal Services and animal welfare, shall administer and enforce an Animal Services program within such municipalities within the county as by interlocal agreement may contract with the county for such services and apply this chapter in their municipal jurisdictions, and shall maintain and operate the county animal shelter.

(Ord. of 6-17-2013(1))

Sec. 3-4. - Animal Services board established.

- (a) There is established the Cumberland County Animal Services Board.
- (b) The Animal Services board shall be composed of seven members to be appointed by the board of commissioners. Of the seven members, two shall be residents of the City of Fayetteville appointed by the board of commissioners from among the names of four persons nominated by the Fayetteville City Council, that is, two nominations for each seat. At least one member shall be a person with knowledge and experience in dog behavior and/or handling, one member shall be ex officio the veterinarian employed by the Animal Services department, one member shall have an interest in promoting the goals of the Animal Protection Society or the Humane Society or another such broadly-based and representative organization interested in the care and protection of animals, and the other members shall represent the public at large. The members shall serve three-year terms; all terms expire on June 30 in the year of the term expiration.
- (c) The powers and duties of the Animal Services board shall include:

- (1) Appointing three of its members to sit on the dangerous dog appeal board;
 - (2) Hearing any appeals provided for in this chapter other than appeals of the director's determinations of potentially dangerous dogs;
 - (3) Providing advice and information to the Animal Services department;
 - (4) Upon coordination with the Animal Services director, making recommendations to the board of commissioners or the Fayetteville City Council, as appropriate, for the betterment of the county's Animal Services program;
 - (5) In conjunction with the Animal Services department and the county's public information director, providing for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's Animal Services program; and
 - (6) Selecting officers of the board, including a chairperson, and adopting rules of procedure.
- (d) A majority of the members shall constitute a quorum for the Animal Services board to conduct its meetings. The Animal Services board shall adopt a schedule of regular meetings and post and file it with the clerk to the board of commissioners and otherwise as required by the open meetings law. The Animal Services board shall schedule at least four regular quarterly meetings, at which meetings the Animal Services director or his designee shall appear and participate. In addition, the Animal Services board may hold such special or emergency meetings, upon the call of the chairperson or any three members, as may be appropriate in the circumstances, subject to compliance with the open meetings law.

(Ord. of 6-17-2013(1))

Sec. 3-5. - Dangerous dog appeal board established.

- (a) There is established the dangerous dog appeal board.
- (b) The dangerous dog appeal board shall consist of three members to be appointed by the Animal Services board from among its members. The members shall serve one year terms. Any two members of the dangerous dog appeal board shall constitute a quorum for conducting a meeting.
- (c) The powers and duties of the dangerous dog appeal board shall include:
 - (1) Selecting a chairperson to preside over its appeal hearings;
 - (2) Hearing the appeals of the determinations of potentially dangerous dogs by the Animal Services director (or his designee) pursuant to article III of this chapter or Chapter 67 of the General Statutes.
- (d) A staff member of Animal Services will be designated by the Director to serve as the clerk to the Animal Services board and the dangerous dog appeal board.

(Ord. of 6-17-2013(1))

Secs. 3-6—3-9. - Reserved.

ARTICLE II. - GENERAL PROVISIONS

Sec. 3-10. - Definitions.

- (a) As used in this chapter, the following terms shall have the meanings respectively ascribed to them in this section:

Abandon means to cease providing for the care, control or maintenance of an animal without the transfer of ownership of such animal.

Animal Services department means the Cumberland County Animal Services Department.

Animal Services director means the director of the Animal Services department, or his/her designee.

Animal Services officer means a person employed by the Animal Services department as its enforcement officer in the impoundment of animals, controlling of animals running at large, and as otherwise provided or required in this chapter.

Animal shelter or *department's shelter* means the premises operated by the Animal Services department for the purposes of impounding, sheltering or caring for animals or any other premises operated by another entity with which the county contracts for such purposes.

At large or *running at large* means any animal which is not confined on the property of its owner, the leased premises of the animal's owner, or under the actual physical control of a competent person, other than a licensed, currently privilege tax paid, hunting dog under supervision while engaged in a lawful actual or simulated hunt.

Breeding, dog means any dog that the owner has bred or intends to breed that has been examined by a licensed veterinarian within the previous 12 months and for which the owner possesses a registration certificate from the American Kennel club, The Canadian Kennel Club, or the United Kennel Club.

Chapter means the provisions of this Animal Services chapter as may be in effect in Cumberland County or any municipal jurisdiction located therein.

Confinement means to secure an animal in a locked house, run, enclosure or fenced yard within the boundaries of the owner's, leaseholder's, or keeper's property (i.e., house, fenced yard).

County manager means the duly appointed county manager of the county or his/her designee.

Cruelty means to endanger by any act of omission or commission the life, health or safety of an animal.

Director means the director of the Animal Services department.

Domestic animals means any animals that depend on humans for food, water and shelter to include but not be limited to: Dogs, cats, horses, cows, pigs, sheep, goats and fowl.

Exposed to rabies means any animal that has been bitten by or exposed in a manner proven to be able to transmit rabies, to any other animal known to have been infected with rabies or any other animal reasonably suspected of being infected with rabies that is not available for laboratory diagnosis.

Fee schedule means any schedule of fees related to the administration of this chapter which may be adopted by the board of commissioners.

Fowl means chickens, guineas, geese, ducks, pigeons, and other avian animals.

Harboring means regularly feeding, sheltering or caring for an animal.

Hunting dog means a dog that is owned by an individual possessing a valid license to hunt animals appropriate to the breed of dog.

Impoundment means placing an animal in an Animal Services vehicle or unit, or holding an animal at the animal shelter, or holding an animal at any other location at the direction of the director of Animal Services.

Keeper means any person, acting in the capacity of the owner, or at the owner's request, who is responsible for the care, welfare and maintenance of the animal.

Livestock includes, but is not limited to, equine animals, bovine animals, sheep, goats, llamas and swine.

Memorandum of understanding (MOU) means an agreement by an owner and the Animal Services department signed by the owner who agrees to certain limitations and/or conditions contained therein.

Neuter means to render a male dog or cat unable to reproduce.

Nuisance/reckless owner means an owner who has received a violation under this chapter and has outstanding fees owed to Cumberland County Animal Services for previous violation(s) or who has not complied with the requirements for ownership of a nuisance animal, dangerous or potentially dangerous dog, anyone who has signed an MOU with the Animal Services department and has failed to adhere to the MOU, or anyone convicted of misdemeanor or felony animal cruelty

Owner means anyone taking care of or having custody of an animal, such as by providing food, water, shelter or medical care, but shall not include taking care or having custody of the animal for compensation.

Permit means a permit issued by the Animal Services department or similar agency of any applicable governmental unit having jurisdiction.

Potentially dangerous dog and *dangerous dog* shall have the meanings set forth in section 3-30 hereof.

Restraint means the physical control of an animal by leash or tether held by a competent person or within any vehicle, trailer or other conveyance being driven, pulled or parked on the street or confined within the property limits of its owner or keeper.

Run means an area used to confine a dog or dogs of a size that complies with any of the requirements of this chapter.

Sanitary means a condition of good odor and cleanliness, which precludes the probability of disease transmission and insect or vermin breeding and which preserves the health of the public.

Show dog means a dog that the owner has shown or intends to show that has been examined by a licensed veterinarian within the previous 12 months and for which the owner possesses a registration certificate from the American Kennel Club, the Canadian Kennel Club or the United Kennel Club.

Spay means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.

State law means the General Statutes of North Carolina.

Stray means any animal reasonably presumed not to have any owner, including but not limited to an animal running at large or not under restraint.

Tethered or *tethering* means attaching an animal to a stationary object by means of a chain, cable, rope or similar device.

Transfer means to convey or change ownership from one person to another with or without the exchange of money or other consideration.

Vaccination means an injection of United States Department of Agriculture-approved rabies vaccine administered by a licensed veterinarian or certified rabies vaccinator as defined in G.S. 130A-186.

(b) All other words or phrases used herein shall be defined and interpreted according to their common usage.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-11. - Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules, or regulations of the state applicable thereto. The provisions of this chapter shall govern where the provisions of the laws, rules and regulations of the state are less restrictive than the provisions of this chapter.

(Ord. of 6-17-2013(1))

Sec. 3-12. - Injuring, poisoning or trapping animals prohibited.

- (a) A person who accidentally or otherwise strikes an animal with an automobile and injures it shall promptly notify the Animal Services department or any law enforcement agency having jurisdiction.
- (b) No person shall knowingly expose or give to any animal any poisonous substance, whether mixed with food or not. This provision, however, does not apply to the eradication or population control of certain species of rodents.
- (c) No person shall set or expose an open jaw type trap, leg hold trap, or any type trap which would likely cause physical harm or injury to any animal. This provision shall not apply to persons who are licensed by the state to trap animals, to Animal Services officers or to persons using humane live capture traps.

(Ord. of 6-17-2013(1))

Sec. 3-13. - Diseased animals; injured or sick animals.

- (a) Every person owning or having any animal under his charge which he knows or suspects to be sick or injured shall isolate the animal from other animals, shall obtain or provide appropriate treatment for such animal within two days, surrender the animal to Animal Services within two days, or may have the animal humanely euthanized.
- (b) 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 expiration of the period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall 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 two days 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 manager 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.

(Ord. of 6-17-2013(1))

Sec. 3-14. - Property owner may impound animal.

- (a) Any person who finds a domesticated animal or fowl on his property to his injury or annoyance may:
 - (1) Take such animal to the Animal Services shelter; or
 - (2) Retain possession of such animal or fowl and, within one business day, notify the Animal Services department of this custody, giving a description of the animal and any information regarding the owner, if known. Any person removing the animal from the impounder's property shall remove the animal in such a manner so as not to cause injury to the animal.
- (b) No person shall knowingly and intentionally harbor, feed or keep in possession by confinement or otherwise any stray animal which does not belong to him, unless he shall have within one business day from the time such animal came into his possession notified the Animal Services department
- (c) Any animal reported as found to Animal Services shall be considered the legal property of the finder if no verified owner has reclaimed the animal within 10 business days of the reporting.

(Ord. of 6-17-2013(1))

Sec. 3-15. - Nuisance animals; animals posing a threat to the public.

(a) [Definitions.]

- (1) For the purposes of this section, "nuisance" means, but is not limited to, the conduct or behavior resulting from any act of omission or commission by the owner or keeper of any small or large animal, fowl, cat or dog which molests passersby or passing vehicles, damages private or public property; barks, whines, howls, crows, growls or makes other noises in an habitual or continuous fashion which annoys the comfort, repose, health or safety of the people in the community; is unconfined in season; defecates on the property of someone other than the owner; or eats or otherwise destroys the plants, shrubs or similar landscaping on the property of someone other than the owner.
- (2) For the purposes of this section, "nuisance animal" means any animal that commits any of the acts, conduct or behaviors defined as constituting a nuisance in this section.

(b) [*Keeping of nuisance animal prohibited.*] No person shall keep any animal which is a nuisance animal or which causes a nuisance as defined in this section.

(c) *Violations* . When an Animal Services officer or Law Enforcement Officer witnesses a violation of this section, Animal Services shall investigate and follow the Department's procedures for mitigation of nuisance issues.,

(e) *Owner unknown.* In situations where the owner of a nuisance animal is unknown, the Animal Services officer shall impound the animal and post notice of the impoundment. If the owner does not redeem the animal within three days, the animal shall become the property of the Animal Services department and shall be disposed of according the department's policies.

(g)

(h) *Private remedies.* This section shall not be construed to prevent a private citizen from pursuing a private cause of action for damages against the owner or keeper of any animal that has caused injury to said private citizen or his property for damages or any other loss resulting from an animal being a nuisance as defined by this section or otherwise.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-16. - Animal fighting and animal fighting paraphernalia prohibited.

- (a) No person shall permit or conduct any dog fights, cock fights, or other combat between animals, or between animal and human.
- (b) It shall be unlawful for any owner or person to keep, own, possess, maintain, control, or use materials used or intended to be used in dog fighting or cock fighting. Such items shall include but are not limited to treadmills; fighting or fight training pit; wooden sticks or handles used or capable of being used to pry open jaws; magazines, photographs, film, or videotapes depicting animal fighting or animal fight training; breeding stands; jaw strengthening devices; spurs; gaffs or slasher cases; gaff or knife gauges; mounting blocks; leather wraps; scabbards and leg or wing bands; training, conditioning, or fight contracts or records; veterinary drugs; suture kits, needles; and syringes and other veterinary supplies used for the administration of veterinary treatment for wounds or injuries from animal fighting or animal fight training.
- (c) Upon criminal charges being brought for violations of this section, the Animal Services director may petition the court for the confiscation of any animals kept or involved, or materials used or intended to be used in such fighting.

(Ord. of 6-17-2013(1))

Sec. 3-17. - Keeping of wild or exotic animals.

- (a) For the purpose of this section, a "wild or exotic animal" means an animal which is usually not a domestic animal and which can normally be found in the wild state, including, but not limited to, alligators, apes, bats, bears, crocodiles, deer, elephants, foxes, leopards, lions, lynxes, monkeys, panthers, raccoons, rhinoceroses, wolves, poisonous snakes, skunks, tigers, and like animals. Hybrids or cross-breeds of any wild or exotic animals shall also be considered as wild or exotic animals.
- (b) It is unlawful to keep, harbor, breed, sell or trade any wild or exotic animal for any purpose, except as may be licensed by the state wildlife resources commission under its regulations pertaining to wildlife rehabilitators.
- (c) This section shall not apply to zoological parks, zoos, educational or medical institutions, or circuses that perform in Cumberland County for not more than seven days. If a circus is scheduled to be in Cumberland County for more than seven days, then the circus may apply to the Animal Services director for an extension permit for a period not to exceed an additional seven days, on such terms as the Animal Services director shall determine will protect the public health, safety and welfare.

(Ord. of 6-17-2013(1))

(Ord. of 6-17-2013(1))

Sec. 3-19. - Control of animals required; at large; strays; impoundment; confinement in season.

- (a) It is unlawful for any owner or person to permit or negligently allow any domestic animal to run at large, with the exceptions listed below. Any domestic animal that is not on the owner or keeper's property and not under the actual physical leash control or hand restraint of its owner or keeper, shall be deemed to be running at large. Any such animal found running at large shall be either:
 - (1) Impounded by an Animal Services officer at the department's shelter subject to being reclaimed by its owner or keeper in accordance with the department's policies; or
 - (2) In the discretion of the Animal Services officer, a dog or cat found at large which is vaccinated for rabies, except a "dangerous dog," as that term is defined in article III of this chapter, may be released to its owner, upon such terms and conditions as the Animal Services officer deems appropriate.
- (b) No impounded animal shall be returned to its owner until any applicable impoundment and boarding, vaccination, other fees or costs and any penalties are paid.
- (c) Any impounded animal not claimed by its owner after a three-day holding period, exclusive of Sundays and county-observed holidays, shall become the property of the county and shall be adopted or disposed of in accordance with the department's policies.
- (d)

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-20. - Records; disposition of animals; adoption.

- (a) An Animal Services officer, upon receiving any animal for impoundment, shall record the description, breed, color and sex of the animal and whether or not it is licensed and the date and

time of impoundment. If the animal is licensed or if the owner is known, the officer shall enter the name and address of the owner or the county license on the impoundment records. If the owner is known, the Animal Services department shall telephone the owner or, if unsuccessful in attempting to telephone such owner, shall mail notice at the address shown on the department's records to notify the owner, that unless reclaimed within 72 hours after mailing of notice, Sundays 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.

- (b) After the 72 hours of impoundment as prescribed above, animals that have not been reclaimed by the owner thereof shall be adopted or otherwise disposed of in a humane manner and as required by law. Provided, however, in the discretion of the Animal Services director, 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.
- (c) Before any dog or cat is released for adoption from the department's shelter, the adopter shall pay such fee(s) as may be prescribed therefore in any fee schedule adopted by the board of commissioners. The Animal Services Director may reduce or waive adoption fees with prior approval from the County Manager when needed to reduce overcrowding and euthanasia at the shelter. Adopted animals also shall be issued any required rabies vaccination and county license.

(Ord. of 6-17-2013(1))

Sec. 3-21. - Redemption of impounded animals; impoundment where no one is present to care for an animal.

- (a) An owner shall be entitled to resume possession of his impounded domestic animal, upon compliance with the provisions of this chapter and payment of any applicable impoundment, boarding, vaccination or other fees.. Animals four months old and older will be vaccinated for rabies and microchipped. New owners of adopted animals less than four months old shall have three business days from the time that the animal reaches the age of four months, in which to have the animal vaccinated against rabies and return the proof to the department's shelter. Failure to obtain the required rabies vaccination shall constitute a violation of this section.
- (b) When a law enforcement officer takes a person into custody who is in possession of an animal, and no other competent person is immediately present at the scene to take care of the animal, the animal will be impounded for its welfare. The animal will be impounded at the department's shelter until contact can be made with the animal's owner and an appropriate disposition of the animal determined. Once an Animal Services officer makes contact with the owner, the owner will have three business days to arrange for the appropriate disposition of the animal. On the fourth business day, the animal shall become the property of the county and shall be disposed of as provided in this chapter.

(Ord. of 6-17-2013(1))

Sec. 3-22. - Spaying or neutering as condition for adoption or reclaiming by owner of dogs and cats; violations.

- (a) No dog or cat may be adopted from the animal shelter unless the animal has been surgically spayed or neutered, or the adopting owner agrees to do have the animal surgically spayed or neutered in accordance with any time limit imposed by the Animal Services director.
- (b) The failure of any person adopting an impounded animal to comply with this section shall constitute a violation of this section and shall constitute the forfeiture of the animal to the Animal Services department.

- (c) Any animal found running at large as defined in Sec 3-19(a) shall be spayed or neutered prior to being returned to its owner.
- (d) The Animal Services director when dealing with dogs picked up for running at large may at his or her discretion make a one-time exception for breeding, show, or hunting dogs that meet the definitions of those categories within this chapter and are currently vaccinated for rabies with proof of same
- (f) An owner of an animal found running at large who can provide a written statement from a licensed veterinarian that a spay or neuter procedure would be detrimental to the animal's health or wellbeing may be allowed a one-time exception by the Director.

(Ord. of 6-17-2013(1))

Sec. 3-23. - Keeping of animals; mistreatment, abandonment prohibited; care; restraining of dogs; exercise area for dogs; security bond/cash for costs of impounded animals.

- (a) All companion animals shall be housed, fed and protected from the weather in such a manner as not to create a nuisance.
- (b) It is unlawful for any owner or person to::
 - (1) Torture, cruelly beat, injure, maim, mutilate or without good cause destroy or kill any animal, whether wild or tame, belonging to himself or to another;
 - (2) Deprive any animal of appropriate food, water or shelter; or
 - (3) Perform or carry out any inhumane or cruel treatment against any animal; or
 - (4) Keep possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor, or sanitary conditions becomes offensive to a reasonable and prudent person of ordinary tastes and sensibilities or which constitute or become a health hazard as determined by the Animal Services Director, the Cumberland County Inspections Department, or the Cumberland County Environmental Health Department as appropriate.
 - (5) Cause any other person to do any of the above acts
- (c) If an animal is found by any Animal Services officer to be in one of the above described conditions in subsection 3-23(a) or (b), the officer shall take appropriate measures, including civil or criminal enforcement, to protect the welfare of the animal. If the Animal Services officer determines that a confined animal's life is in immediate danger or the animal has been abandoned, the Animal Services officer shall seize such animal if such seizure is not prohibited by applicable law and shall report the conditions to an appropriate law enforcement agency if seizure is not permitted. The Animal Services officer shall leave a notice for the owner or keeper advising why the animal has been taken.
- (d) No dog, cat or other small animal shall be confined within or on a motor vehicle under such conditions as may endanger the health or well-being of the animal, including, but not limited to, dangerous temperature or lack of appropriate shade or protection from the elements.
- (e) No person shall abandon or cause to be abandoned any dog, cat or any other type of animal.
- (f) Owners and keepers of dogs, cats and other small animals shall provide food, shelter and medical attention to such animals, including, but not limited to, the following:
 - (1) Sufficient wholesome food that is nutritious for the species;
 - (2) Fresh, potable drinking water;

- (3) Medical attention to relieve such animals from suffering;
 - (4) Shade from the sun; adequate ventilation and
 - (5) Shelter to allow the animal to remain warm, dry and protected from the elements. Such shelter shall be fully enclosed on three sides, roofed and have a solid floor. The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair.
- (g) Any animals kept in conditions that are determined by an Animal Services Officer to be insufficient to maintain their general health and wellbeing may be impounded for the animal's protection at the owner's expense.
- (h) It shall be unlawful to tether a dog except in accordance with this subsection.
- (1) No dog shall be tethered outdoors unless the keeper or owner of the dog is outside and within sight of the animal at all times.
 - (2) It shall be an affirmative defense to a violation of this subsection that the tethering is required to protect the safety or welfare of a person or the dog, provided that the keeper or owner of the dog acquires a permit from the Animal Services director.
 - (3) The provisions of this subsection (h) shall not apply to a temporary tether:
 - a. During a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or
 - b. To a keeper or owner walking a dog with a hand-held leash, or during lawful hunting activities if reasonably necessary for the safety of the dog, or while a dog is actively engaged in shepherding or herding livestock; or
 - c. When meeting the requirements of a camping or recreation facility; or
 - e. After taking possession of a dog that appears to be a stray dog and after having advised the Animal Services department of the stray.
 - (4) The provisions of subsections (h)(2) and (3) above shall apply only if:
 - a. The tether is not placed directly round the dog's neck and is attached to a properly fitting collar or harness of nylon or leather worn by the dog; and
 - b. The weight of the tether does not exceed more than one-tenth of the dog's body weight; and
 - c. The tether is unlikely to become tangled or twisted and is attached with a swivel that will prevent tangling or twisting.
 - d. The tether is arranged to be free of any obstacles which may limit the movement of the dog and the tether is at least 12 feet long; and
 - e. The dog is tethered in a manner that permits access to necessary shelter and water.
 - f. The dog has been spayed or neutered.
 - (5) Any dog that remains tethered in violation of this subsection for more than 14 days after the owner receives a notice of violation may be seized by an Animal Services officer or law enforcement officer and impounded at the department's shelter. If the dog's owner does not show that an adequate confinement enclosure complying with the requirements of this chapter has been installed on the owner's property within 3 business days of the impoundment, the dog shall be deemed to have been forfeited to the county and shall be disposed of in accordance with the department's policy.
- (i) Any companion animal confined within a fenced yard or run must have an adequate space for exercise. Provided, however, that where companion animals are kept or housed on property without

a fenced yard and such dogs are kept in an enclosure or run, such enclosure or run shall provide adequate space for exercise. Such an enclosure or run shall be constructed of chain link or similar type of materials with all four sides enclosed. The enclosure shall be of sufficient height to prevent the animal from escaping from such enclosure. The top of such enclosure shall be sufficiently covered to provide the animal with adequate shade and protection from the elements. The enclosure shall be maintained so that it shall remain sanitary and preclude injury to the animal.

- (j) Security of costs for impounded animals. Any person claiming an ownership interest in any animal confined pursuant to this chapter may prevent the disposition of the animal after the 3 day hold period set forth in section 3-19(d) by posting a security bond or cash with the Animal Services department prior to the animal being adopted or euthanized in an amount sufficient to guarantee payment of all of the reasonable expenses expected to be incurred in caring and providing for the animal, including the estimated cost of medical care, for at least thirty (30) days; however, such security shall not prevent the Animal Services department from disposing of the animal at the end of the thirty-day period covered by the posted bond/cash, unless the person claiming an ownership interest in the animal posts an additional security bond or cash with the Animal Services department to secure payment of the animal's reasonable expenses for an additional thirty (30) days, and does so prior to the expiration of the first thirty day period. The amount of the bond/cash shall be determined by the Animal Services Director based on the current fee schedule and on the condition of the animal after examination by the shelter veterinarian or shelter manager. Failure to timely post the security shall result in the animal being immediately forfeited to the Animal Services department for disposition. If the fees, costs and penalties owed for the animal are not paid in full by the end of each security period, the security already posted shall be forfeited to the county on said date and used to pay the remaining unpaid fees, costs and penalties owing for the animal. The animal's owner shall remain responsible for all remaining unpaid fees, costs and penalties. Any security bond/cash remaining after the payment of all fees, costs and penalties shall be remitted to the person who posted the bond/cash.

(Ord. of 6-17-2013(1))

Sec. 3-24. - Dead animal pickup; relinquishing animals to the shelter.

- (a) Dead animals may be picked up from residences by waste/sanitation haulers as provided by the Cumberland County Solid Waste Department's policies as in effect from time to time.
- (b) Owners may relinquish their animals to the department's shelter provided the owner signs an impoundment card releasing possession of the animal to the shelter. Once the animal is released to the shelter, the animal shall become the property of the county and may be adopted or humanely disposed of in accordance with the department's policies.

(Ord. of 6-17-2013(1))

(Ord. of 6-17-2013(1))

(Ord. of 6-17-2013(1))

Sec. 3-27. - Sanitation.

No keeper of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners or condominium association, or upon private property without permission of the occupant of said property, unless such keeper immediately removes and disposes of all feces deposited by such animal by the following methods:

- (1) Collection of the feces by appropriate implement and placement in a paper or plastic bag or other appropriate container; and
- (2) Removal of such bag or container and disposition thereafter in a manner as otherwise permitted by law.

(Ord. of 6-17-2013(1))

Sec. 3-28. - Litter permit.

Anyone owning or harboring a dog or cat shall not allow their animal(s) to produce a litter of one or more puppies or kittens without purchasing a litter permit from Animal Services prior to the birth of the litter. Any person convicted of violating the provisions of this section shall be punished by a fine of not less than \$300.00 or by imprisonment in the county jail for not more than 30 days.

(Ord. of 6-17-2013(1))

Sec. 3-29. - Nuisance/reckless owner.

A person cited as a nuisance/reckless owner shall be ordered to surrender all of his/her domestic animals to Animal Services and shall refrain from owning, keeping, or harboring any domestic animals for a period of three years.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

ARTICLE III. - DANGEROUS DOGS

Sec. 3-30. - Definitions.

For the purposes of this article, the following words and phrases shall have the following meanings:

Attack by a dog means any behavior or action by a dog which could reasonably be expected to cause physical injury to a person or domestic animal, to include biting, felling or toppling, tearing of clothing, or provoking flight to escape attack.

Bite by a dog means any seizing, gripping or grasping, no matter how slight or momentary, by a dog between its jaws of the body parts of a person or domestic animal, so as to cause physical injury to such person or domestic animal.

Dangerous dog means any of the following dogs:

- (1) A dog that without provocation has killed or inflicted severe injury on a person; or
- (2) A dog that has been determined as provided herein to be potentially dangerous; or
- (3) A dog that is owned or harbored primarily, or in part, for the purpose of dog fighting or a dog trained for dog fighting.

Dog means a domesticated animal (*Canis familiaris*) of the Canidae family; provided that no wild specie of the Canidae family, such as a wolf, fox or coyote, shall be considered a domesticated animal, even though raised by humans in domestic surroundings.

Guard dog means a dog trained by a skilled trainer to recognized security industry or other reasonable standards and presently used under the control of trained handlers to protect persons and property.

Law enforcement dog means a dog, trained for police work to recognized law enforcement standards and presently used by and under the control of a law enforcement officer to carry out the law enforcement officer's official duties.

Lawful hunt means a hunt for lawful game conducted on private or public property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the lawful season for the game concerned using dogs customarily employed and suitable for such game.

Owner of a dog or owning a dog means any person or legal entity that has a possessory property right in a dog, including the harbinger or keeper of a dog with the consent of the owner or of a dog that has been abandoned by or escaped the custody of its owner.

Owner or keeper's real property means any real property owned or leased by the owner or keeper of the dog, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

Potentially dangerous dog means a dog that had been determined, as provided herein, to have:

- (1) Inflicted a bite on a person that required medical care more than first aid;
- (2) Killed or inflicted injury upon a domestic animal when not on the real property of the owner of the dog; or
- (3) Attacked a person or approached a person in an area of the keeper's property open and accessible to invitees, or when not on the owner's property, in a vicious or terrorizing manner in an apparent attitude of attack.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Territorial jurisdiction of Cumberland County means all territory within the boundaries of the County of Cumberland, North Carolina, except the incorporated area of a municipality, unless such municipality has consented to the application and enforcement of this chapter in its jurisdiction.

(Ord. of 6-17-2013(1))

Sec. 3-31. - Application of article; exceptions.

The provisions of this article do not apply to:

- (1) A law enforcement dog or guard dog being used by a law enforcement officer or a bona fide professional security guard while in the performance of official duties or professional responsibilities;
- (2) A dog being used in a lawful hunt;
- (3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under control of its owner, and the damage or injury was to a species or a type domestic animal appropriate to the work of the dog; or
- (4) A dog where the injury inflicted by the dog was sustained by a person who at the time of the injury, was tormenting, abusing, or cruelly treating the dog, or had tormented, abused, or cruelly treated the dog, or was committing or attempting to commit a crime.

(Ord. of 6-17-2013(1))

Sec. 3-32. - Reporting requirements.

- (a) *Reporting required.* An owner of a dog that has attacked or bitten a person or domestic animal, a victim of an attack or biting by a dog, the owner of any domestic animal that has been attacked or bitten by a dog, any person witnessing such an attack or biting, a veterinarian treating a domestic animal for such an attack or biting, or a health care professional treating a person for such an attack or biting, shall report the following events to the Animal Services department within three business days after the event has occurred:
- (1) Any attack or biting by a dog upon any person or domestic animal; or
 - (2) The transfer, gift, sale or other conveyance of ownership or possession of a dangerous or potentially dangerous dog, its confinement in a veterinary facility, its removal from the territorial jurisdiction of the county, or its death.
- (b) *Report data required.* The data required in the report and the format thereof shall be as set forth in administrative procedures established by the Animal Services director.

(Ord. of 6-17-2013(1))

Sec. 3-33. - Determination that a dog is potentially dangerous; appeals.

- (a) *Generally.* Upon receipt of a report submitted in accordance with section 3-32, or upon the receipt of any other complaint, or when he has reasonable suspicion that a dog is potentially dangerous, the director or his designee shall make a determination whether or not such dog is a potentially dangerous dog. Any determination that a dog is potentially dangerous shall be made in a writing stating the facts relied upon by the director to make his determination. The written declaration shall be personally delivered to the owner of the subject dog or shall be mailed by certified mail, return receipt requested, to the owner. If the determination is made that the subject dog is potentially dangerous, the written determination shall order compliance with the appropriate provisions of this article and the director may impose reasonable conditions to maintain the public health and safety. The director may pursue such other civil or criminal penalties and remedies as authorized by this chapter or state law.
- (b) *[Determination by director.]* If, at any time after the receipt of any report or complaint made pursuant to section 3-32, the director determines that the conditions under which the subject dog is being kept or confined do not adequately protect the public health or safety, the director shall require that the subject dog be impounded at the department's shelter until completion of the investigation and any appeal of the decision of the director.
- (c) *Appeals from determinations.*
- (1) The owner of any dog determined by the director to be potentially dangerous may appeal the decision of the director to the appeal board within three business days of receiving notice of the determination. Appeal to the appeal board may be taken by filing written objections to the director's determination with the clerk for the appeal board.
 - (2) The appeal board shall schedule and hear such appeal within ten days of the filing of the written objections or at such later time as the appellant consents.
 - (3) The vote of the appeal board shall be taken, and the announcement of its decision shall be made, in an open public meeting. A written statement of the decision of the appeal board shall be delivered to the director and the appellant. The notice shall be sent by certified mail, return receipt requested, and filed concurrently with the director and the Cumberland County Attorney.
- (d) *[Conduct of appeal.]* An appeal hearing before the appeal board shall be conducted as follows:
- (1) The hearing shall be subject to the open meetings law, and the required notice shall be posted and given as applicable;
 - (2) The chairperson of the appeal board shall preside at the hearing;
 - (3) The director shall be represented by the county attorney;

- (4) The county attorney shall present the director's case;
 - (5) The appellant may be represented by an attorney;
 - (6) The director and the appellant may make any statements, present any evidence, or offer any witnesses on their behalf, on any relevant issue;
 - (7) The chairperson of the appeal board shall rule on the admissibility of any evidence and on any procedural issues that might arise;
 - (8) The director and the appellant shall be entitled to cross-examine any witnesses;
 - (9) The hearing shall be quasi-judicial in nature and all testimony shall be under oath;
 - (10) The appellant shall be entitled to obtain a transcript of the proceeding at his own cost;
 - (11) The appeal board shall announce its decision at an open meeting and render it in writing as expeditiously as possible at or following the hearing. Its decision shall contain findings of fact and conclusions in support of its decision.
- (e) [*Purpose of appeal.*] The purpose of the hearing before the appeal board shall be to determine whether or not the determination of the director is in the best interests of the public health, safety and welfare.
 - (f) [*Function of appeal board.*] The function of the appeal board shall be to affirm, reverse, or modify the determination of the director which has been appealed. Any conditions imposed by the appeal board shall be reasonable, relevant to the issues in the matter, and have the effect of promoting the public health, safety and welfare.
 - (g) [*Hearing.*] The hearing shall be administrative in nature and the decision of the appeal board shall be final.

(Ord. of 6-17-2013(1))

Sec. 3-34. - Registration required.

- (a) *Generally.* Any person owning a dangerous dog as defined by this chapter or Chapter 67 of the General Statutes shall register such dog with the Animal Services department within five days of such event which established the dog to be dangerous or may, in lieu of any hearing, register such dog voluntarily, which shall constitute an admission and final determination that the dog is dangerous.
- (b) *Permanent identification mark required.* Each dog registered pursuant to this section shall be assigned a registration number by the Animal Services department, which shall be affixed to the dog by permanent chip implant, at the expense of its owner. No person shall remove such identification once it is assigned and affixed.

(Ord. of 6-17-2013(1))

Sec. 3-35. - Permit required.

- (a) *Generally.* After registration of a dangerous dog or after a final determination that such dog is potentially dangerous in accordance with this chapter or Chapter 67 of the General Statutes, no person shall own such dog thereafter within the territorial jurisdiction of this chapter without applying for and obtaining a permit from the Animal Services department.
- (b) *Issuance of permit.* The Animal Services department shall issue a permit for a dangerous dog only upon submission of a complete, verified application, payment of the permit fee and a finding by the director or his designee that:

- (1) The required conditions for keeping and housing the dog and other public health and safety protective measures are in effect; and
 - (2) The dog for which a permit is issued does not pose an unreasonable threat to the public health, safety and general welfare if the owner shall comply with the provisions of this article and the conditions of the permit.
- (c) [*Condition of issuance.*] Issuance of a permit shall be conditioned on continued compliance with the provisions of this article and other provisions of state law, on continued compliance with and maintenance of the conditions for housing the dog and public safety set forth in the permit, and any special conditions the director may deem reasonably necessary to protect the public health, safety and welfare in view of the particular circumstances and history of the dog for which the permit is issued.
- (d)
- (e) *Term of permits and renewal thereof.* No permit shall be issued under this section for a term of more than three years but may, in the director's discretion, be issued for a shorter period. Permits must be renewed, subject to the same terms and conditions required for initial permits.
- (f) *Revocation of permits.* The director may, upon notice and hearing and for good cause shown, revoke any permit or modify any terms, conditions or provisions thereof. If the director deems it necessary to protect the public health or safety from any imminent threat or danger thereto, he may, without hearing, revoke any permit or any portion thereof. Good cause for revocation or modification of a permit shall include, without limitation, violation of or failure to comply with any provision of this article or with any term, condition or provision of a permit.
- (g) *Inspections.* The director shall cause periodic inspections to be made of the premises of the owner of a permitted dangerous or potentially dangerous dog to assure compliance with the provisions of this article and the applicable permit.
- (h) *Insurance.* Every person owning a dangerous dog, as determined in accordance with this article or Chapter 67 of the General Statutes, shall purchase and maintain a policy of liability insurance covering any injury or property damage caused by the dog. Minimum policy limits shall be \$50,000.00 for personal injury or property damage, per occurrence. Such owner shall cause a certificate or declaration of insurance to be furnished to the director annually. Every day that the required insurance is not in full force and effect shall constitute a violation of this article.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))

Sec. 3-36. - Regulation of dangerous dogs; security and restraint requirements.

No person shall own a dangerous dog except in compliance with all provisions of this article, including the following regulations:

- (1) While on the real property of its owner, such dog shall be kept, secured and restrained as follows:
 - a. In a building with doors, windows and other exits securely fastened shut and under the supervision and control of a responsible, capable adult person; or
 - b. Securely kept in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children; or
 - c. While outside a building or enclosure described above, securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (2) Such dog shall only be removed from the real property of its owner as follows:

- a. For transportation to and from a veterinarian or the department's shelter; or
 - b. For its permanent removal from the territorial jurisdiction of this chapter; or
 - c. To provide bona fide exercise necessary for its continued good health.
- (3) While off its owner's real property, such dog shall be securely leashed with a leash no longer than four feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (4) Notwithstanding the foregoing, no person shall own a dangerous dog that has killed a person, except in the care and custody of a veterinarian for the purposes of treatment or quarantine; or in the custody of the department's shelter pending disposition in accordance with the provisions of this chapter, the department's policies, or the order of any court.
- (5) Signage. The owner of a dangerous dog shall erect a sign with dimensions of at least two feet x two feet on the enclosure housing such dog which shall read:

BEWARE OF DOG
THIS DOG IS DANGEROUS
STAY AWAY!

(Ord. of 6-17-2013(1))

Sec. 3-37. - Impoundment of dangerous dogs.

- (a) *Apprehension and surrender.* Upon an initial determination of a dog as potentially dangerous or upon registration of a dog to be dangerous, or if the director has reasonable suspicion to believe that a dangerous, or potentially dangerous dog is being kept or harbored within the territorial jurisdiction of this chapter in violation of it or of a permit issued hereunder, Animal Services officers and law enforcement officers of Cumberland County and of any municipality subject to this chapter shall impound such dog. It shall be a violation of this article to fail or refuse to surrender such dog to such officers upon their lawful demand. The officer impounding such a dog shall deliver the same to the department's shelter.
- (b) *Surrender.* Hiding, removing or failing to surrender a dangerous or potentially dangerous dog, or impeding any investigation concerning the same, shall be a violation of this article.
- (c) *Confinement.* A dog impounded by or surrendered to an Animal Services officer or law enforcement officer as provided herein shall be confined in the department's shelter or, upon request of the owner hereunder, and at such person's expense, at a private veterinary facility or kennel approved by the director, subject to the following conditions:
- (1) *Costs of impoundment.* Impoundment shall be at the expense of the owner of the dog. Costs of impoundment at the department's shelter shall be paid by the person liable therefore at the daily rate. The costs of impoundment at a veterinary facility or kennel shall be paid by the person liable therefore pursuant to the terms of the agreement between such person and the proprietor of such facility or kennel. In no event shall Cumberland County or any municipality subject to this chapter be liable for or pay for impoundment at such private facility or kennel.
 - (2) *Release from impoundment.* No such dog shall be released from impoundment as provided herein except upon registration of such dog and issuance of a permit or temporary permit allowing such release. No such dog shall be released from the department's shelter until costs of confinement of such dog, any registration and permit fees for such dog, and any civil penalties assessed in connection with such dog have been paid in full.
 - (3) *Disposition of unclaimed or abandoned dogs.* The following dogs impounded at the department's shelter pursuant to this article shall be deemed abandoned and shall be disposed

of in accordance with the provisions of this chapter and the rules and regulations of the department:

- a. Any dog which remains unclaimed by its owner for a period more than ten days or a period of lawful quarantine, whichever is longer; and
- b. Any dog claimed by its owner which is confined for a period in excess of ten days, or a period of lawful quarantine, whichever is longer, during which no application has been made for a permit or temporary permit; provided, however, the director shall extend such time upon a showing of justifiable delay in such action by the owner.

(Ord. of 6-17-2013(1))

Sec. 3-38. - Violations, penalties and other remedies.

- (a) *Violations.* Each act or conduct prohibited by this article and each failure to comply with a mandatory provision hereby and each day's continuing failure to comply shall constitute a separate and distinct offense.
- (b) *State law violations.*
 - (1) Nothing in this chapter shall be constructed to prevent an Animal Services officer or any other person from pursuing remedies under Chapter 67, Article IA, of the North Carolina General Statutes.
 - (2) The director or his designee is designated as the person responsible for making the determination required under G.S. 67-4.1(c). In making such determinations, the director or his designee shall follow the procedure set forth in this article.
 - (3) The dangerous dog appeal board is designated as the appellate board to hear appeals of determinations made pursuant to G.S. 67-4.1(c).

(Ord. of 6-17-2013(1))

Sec. 3-39. - Administrative provisions.

- (a) *Responsibility.* The director shall administer and enforce this article and shall promulgate rules and regulations for such administration and enforcement as may be necessary or desirable to such end.
- (b) *Authority to enter upon premises.* Animal Services officers shall have authority to enter into and inspect any premises, dwellings, rooming units, barns and other outbuildings, any part of the curtilage thereof, or any yard or other enclosure to:
 - (1) Conduct any investigation of a dog alleged or suspected of being potentially dangerous or dangerous; or
 - (2) Apprehend a dog determined to be potentially dangerous or dangerous or as to which there is reasonable suspicion to believe is potentially dangerous or dangerous; or
 - (3) Investigate any violation of this article; or
 - (4) Serve a citation upon a person for violation of this article.
- (c) Notwithstanding the foregoing, an Animal Services officer shall only make such entry upon consent, pursuant to an administrative search warrant under G.S. 15-27.2, or otherwise as authorized by law.
- (d) Authority to immobilize or kill a dangerous or potentially dangerous dog.
 - (1) If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous or dangerous dog, or a dog as to which there is reasonable suspicion to believe is potentially dangerous or dangerous, such dog is not securely restrained and an Animal Services

officer or a law enforcement officer has reasonable cause to believe the dog poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such dog 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 dog.

- (2) If a potentially dangerous or dangerous dog impounded in the department's shelter cannot be cared for or handled without risk of serious physical injury or death to persons caring for or handling such dog or to other animals, the department shall render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the department may humanely dispose of said dog.
- (3) The Animal Services department may humanely dispose of any dog being investigated under the provisions of this article at the request of or with the consent of its owner.

(Ord. of 6-17-2013(1))

ARTICLE IV. - RABIES CONTROL AND ANIMAL BITES

Sec. 3-40. - Rabies control.

- (a) *Enforcement authority.* The Animal Services director and the Cumberland County Health Director are authorized to enforce the rabies control provisions in Part 6 of Chapter 130A of the North Carolina General Statutes and are further authorized to implement any reasonable administrative procedures necessary to enforce this state law locally.
- (b) *Impoundment term.* The impoundment period for animals held pursuant to this section shall be 72 hours, excluding Sundays and legal holidays.
- (c) *Compliance with rabies law.* It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.
- (d) *Provisions supplementary to state law.* It is the purpose of this section to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by the state law.
- (e) *Vaccination required.* It shall be unlawful for an owner or keeper to fail to provide proof of current vaccination against rabies for any dog, cat or ferret four months of age or older. Should the county health director deem it necessary that other pets be vaccinated in order to prevent a threatened rabies epidemic or control an existing rabies epidemic, it shall be unlawful for an owner or keeper to fail to provide vaccination for that pet.
- (f) *Vaccination schedule.* A rabies vaccination shall be deemed current for a dog, cat or ferret if the first two doses of vaccine are administered 12 months apart and each subsequent booster dose of vaccine is administered according to the manufacturer's recommended schedule.
- (g) *Persons to administer; issuance of a certificate.* All rabies vaccines shall be administered by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or a certified rabies vaccinator. A person who administers a rabies vaccine shall complete a rabies vaccination certificate in such form as is approved by the Animal Services director pursuant to the regulations of the Commission for Public Health. An original rabies vaccination certificate shall be given to the owner of the animal that receives the rabies vaccine. A copy of the rabies vaccination certificate shall be retained by the licensed veterinarian or the certified rabies vaccinator. A copy shall also be sent to Animal Services.
- (h) *Owner or keeper to be issued rabies tag.* Upon vaccination pursuant to this section, the owner or keeper of the dog, cat or ferret that has been vaccinated shall be issued a rabies tag stamped with a number and the yard for which issued and a rabies vaccination certificate.

- (i) *Unlawful for dog, cat or ferret not to wear rabies tag.* It shall be unlawful for any dog, cat or ferret owner or keeper to fail to provide the dog, cat or ferret with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with the attached tag, must be worn at all times the animal is off its owner's property.
- (j) *Untagged dog, cat or ferret subject to impoundment.* In addition to all other penalties prescribed by law, a dog, cat or ferret may immediately be impounded in accordance with the provisions of this section if it is found off its owner's or keeper's property not wearing a currently valid rabies tag.
- (k) *Unlawful to switch rabies tag.* It shall be unlawful for any person to use for any animal a rabies vaccination tag or certificate issued for an animal other than the one assigned the tag or certificate.
- (l) *Dogs, cats or ferrets brought into county.* All dogs, cats or ferrets shipped or otherwise brought into the territorial jurisdiction of this chapter, except for exhibition purposes where the dogs, cats or ferrets are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry, and shall remain confined for two additional weeks after vaccination, unless accompanied by a certificate issued by a licensed veterinarian showing the dog, cat or ferret is apparently free from rabies and has not been exposed to rabies and that the dog or cat has received a proper dose of rabies vaccine not more than six months prior to the date of issuing the certificate.
- (m) *Animals exposed to rabies.*
 - (1) If the Animal Services director determines that an animal has not ever been vaccinated against rabies or received its only rabies vaccine less than 28 days prior to being exposed to rabies from a suspected rabid animal, the animal shall be immediately euthanized unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of four months at the owner's or keeper's expense.
 - (2) If the Animal Services director determines that an animal with a current rabies vaccination or proof of previous rabies vaccination that has since expired has been exposed to rabies from a suspected rabid animal, it shall be revaccinated and returned to the owner or keeper who shall be responsible for the cost of the rabies vaccination. The owner or keeper is required to monitor the health of the animal for 45 days and report any illness to Animal Services.
- (n) *Health director may declare quarantine.* When reports indicate a positive diagnosis of rabies, to the extent that the lives of persons are endangered, the county health director may declare a county-wide quarantine for such period of time as he deems necessary. Once such emergency quarantine is declared, no dog, cat or ferret may be taken or shipped from the county without written permission of the county health director. During such quarantine, the county health director, the Animal Services director, law enforcement officers, or other persons duly authorized by the county health director or Animal Services director may seize and impound any dog, cat or ferret running at large in the county. During the quarantine period, the county health director shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the county. If additional confirmed cases of rabies occur during the quarantine period, the county health director in his discretion may extend the quarantine period.
- (o) *Carcass to be surrendered to Animal Services department.* The carcass of any animal suspected of dying of rabies, or dying while under observation for rabies, shall be submitted to the Animal Services department for the implementation of appropriate diagnostic procedures as advised by the NC Department of Health and Human Services Public Health Veterinarians.
- (p) *Unlawful to kill or release animal under observation.* It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal under observation for biting a human, or to remove such animal from the county without written permission from the county health director, provided that a licensed veterinarian or the county health director or other person duly authorized by the county health director may authorize any animal to be killed for rabies diagnosis.
- (q) *Unlawful to fail to surrender animal.* It shall be unlawful for any person to fail or refuse to surrender any animal for confinement or destruction as required in this article, when demand is made therefore by the county health director, the Animal Services director or any law enforcement officer.

- (r) *Unlawful to fail to provide proof of vaccination.* It shall be unlawful for any person to fail or refuse to provide proof of rabies vaccination for any animal that they own or control when request is made therefore by the Animal Services director or his designee, the county health director or his designee, or any sworn law enforcement officer.
- (s) *Animals subject to impoundment.* Any animal which appears to be lost, stray, unwanted, , or not under restraint in violation of this chapter, may be seized, impounded and confined in a humane manner in the department's shelter. Any dog or cat that has bitten or scratched a human must be quarantined for ten days from the date of the bite or scratch, either at the home of its owner or keeper, if an Animal Services officer determines that the public health and safety shall be reasonably maintained by such quarantine, or otherwise in the department's shelter or in a veterinary hospital at such owner's or keeper's expense. If such dog, cat or ferret is quarantined at the home of its owner or keeper and escapes, any Animal Services officer shall impound such dog, cat or ferret at the department's shelter for ten days from the date of the bite or scratch.
- (t) *Owner liable.* Impoundment of such animal shall not relieve the owner/keeper thereof from any penalty which may be imposed for violation of this section.
- (u) *[Disposition of infected animals.]* The County Health Director shall direct the disposition of any animal found to be infected with rabies.

(Ord. of 6-17-2013(1))

Sec. 3-41. - Reports of bite cases; report by veterinarian.

- (a) Every physician, veterinarian or health care provider shall report to the Animal Services director the names and addresses of persons treated for bites and scratches inflicted by animals that break the skin, together with such other information as will be helpful in rabies control.
- (b) Every licensed veterinarian shall report to the Animal Services director his diagnosis of any animal observed by him to be a suspect rabid animal.

(Ord. of 6-17-2013(1))

Sec. 3-42. - Records.

The Animal Services director shall keep or cause to be kept:

- (1) An accurate and detailed record of the licensing, impounding and disposition of all live animals, fowl and domestic birds coming into his custody and any dead dogs or cats picked up that possess rabies tags or county license; and
- (2) An accurate and detailed record of all bite cases reported to him, with a complete report of the investigation or disposition of each case.

(Ord. of 6-17-2013(1))

Sec. 3-43. - Interference.

No person shall interfere with, hinder, delay or obstruct any Animal Services officer or authorized representative of the county in the performance of any duty under this article or seek to release any animal in the custody of the Animal Services department or its shelter impounded pursuant to this article, except as provided by law.

(Ord. of 6-17-2013(1))

Secs. 3-44—3-49. - Reserved.

(Ord. of 6-17-2013(1))

Sec. 3-53. - Fastening of tags to collar or harness.

Each person who owns or maintains a dog or cat that is primarily kept, kenneled or otherwise located in the county shall affix to such dog or cat the following identification:

- (1) A durable tag securely affixed to a collar or harness which is securely buckled or otherwise securely joined so that it cannot be removed unless unbuckled; the tag shall contain the name and address of the owner of the dog or cat or a number registered with the Animal Services department; or
- (2) An implanted microchip capable of being scanned by a universal chip reader.

(Ord. of 6-17-2013(1))

(Ord. of 6-17-2013(1))

Sec. 3-56. - Transfer of cats and dogs.

- (b) When ownership of a dog which has been declared dangerous or potentially dangerous under article III of this chapter is transferred within the county's jurisdiction, the previous owner shall within three business days notify the Animal Services department and provide the name and address of the new owner. The new owner shall:
 - (1) Immediately register the dog with the Animal Services department; and
 - (2) Ensure that the requirements of this chapter for maintaining a dangerous or potentially dangerous dog are complied with prior to the dog being relocated to the new owner's property.

(Ord. of 6-17-2013(1))

Sec. 3-57. - Non-applicability of article.

The provisions of this article shall not apply to cats or dogs in the custody of a veterinarian, or whose owners are nonresidents visiting in the county for a period not exceeding 30 consecutive days.

(Ord. of 6-17-2013(1))

Secs. 3-58, 3-59. - Reserved.

ARTICLE VI. - INJURED ANIMALS; ANIMAL MEDICAL FUND

Sec. 3-60. - Control of injured animals; Animal Medical Fund .

- (a) Any Animal Services officer or law enforcement officer is authorized to take possession of any seriously injured animal which is found in any location open or accessible to the public, any public or private vehicular right of way, or apparently off the property of its owner.

- (b) Any Animal Services officer or law enforcement officer finding any such animal shall make reasonable efforts to locate the owner of any such animal. If the owner cannot be promptly located or contacted, the animal services officer or law enforcement officer is authorized, in his or her discretion, to humanely euthanize such animal in an emergency situation where safe, humane transport of the animal is not possible, or promptly transport such animal to a veterinarian for stabilization of such animal's injuries. Every owner of any animal so found shall conclusively be presumed to have irrevocably appointed any such officer, or veterinarian his or her authorized agent for any purposes under this article. Every such owner also shall be deemed to have released any officer, or veterinarian from any cause of action or claim arising out of or related to any action such officer or veterinarian may take under this article, except for actions which constitute gross negligence.
- (c) There is hereby established the Cumberland County Animal Medical Fund, to which contributions, grants, donations, or restitution may be made for the purpose of providing outside veterinary care for animals in the possession of Animal Services. The director may solicit or raise funds for the fund. The fund shall be administered by a committee which shall include the Cumberland County Finance Officer or his or her designee and a veterinarian designated by the Cumberland County Animal Control Board. Funds shall be disbursed from the fund by the finance officer under guidelines established by the committee. (d) The Animal Services Department shall maintain a record of the nature and extent of each such animal's injuries and of the disposition thereof.

(Ord. of 6-17-2013(1))

Secs. 3-61—3-69. - Reserved.

ARTICLE VII. - MISCELLANEOUS

Sec. 3-70. - Keeping chickens or rabbits; sanitation requirements.

It shall be unlawful to keep, house or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health.

(Ord. of 6-17-2013(1))

Sec. 3-71. - Stables to be kept clean.

Every stable or other place where cattle, horses or animals are kept shall be maintained at all times in a clean and healthful condition.

(Ord. of 6-17-2013(1))

Sec. 3-72. - Grazing animals.

It shall be unlawful for any owner or keeper to stake or graze any cow, horse or other animal in any park, cemetery or other public place or near any public sidewalk. This section shall not apply to horses used by any law enforcement agency for mounted patrol.

(Ord. of 6-17-2013(1))

Sec. 3-73. - Disposition of dead animals.

The owner of any animal dying from any cause within the jurisdiction of the county shall cause the same to promptly be buried in a sanitary manner within 24 hours after such owner has knowledge of such death.

(Ord. of 6-17-2013(1))

Sec. 3-74. - Selling live animals in public rights of way and other public property prohibited.

It is unlawful to sell, auction, trade, barter, and display for commercial purposes or give away any live animal within the right of way of any public highway, commercial parking lot, garage sale, flea market, festival, park, community center, public vehicular area, public sidewalk, public property or street within Cumberland County. The Animal Services department may immediately take custody of and impound any live animals found in violation of this section. This section shall not apply to any animal welfare organization or humane society qualified under section 501(c)(3) of the Internal Revenue Code and approved to remove animals from the Cumberland County Animal Shelter through their standard approval process.

(Ord. of 6-17-2013(1))

Sec. 3-75. - Provisions only applicable within the corporate limits of any municipality in which this chapter is applied.

- (a) No hogs, pigs, swine, or animals of the porcine family shall be kept within the corporate limits of any municipality in which this chapter is applied.
- (b) No horse, mule, pony, cow, or goat shall be stabled or housed within 100 feet of any dwelling house, school, church, or eating establishment within the corporate limits of any municipality in which this chapter is applied.
- (c) No roosters, and no more than ten female chickens (hens) or rabbits shall be kept, housed, or penned at a dwelling or on the lot on which such dwelling is located within the corporate limits of any municipality in which this chapter is applied.
- (e) No cow, horse, or other animal shall be tethered or permitted to graze or stand within 30 feet of any wall, or within 50 feet of the front door, of any residence within the corporate limits of any municipality in which this chapter is applied. This subsection shall not apply to horses used by any law enforcement agency for mounted patrol.
- (f) For the purpose of section 3-15 of this chapter, [the term] "nuisance" also includes the habitual accumulation of animal feces on the owner's property in locations or amounts that produce odors that can be perceived from adjoining properties, within the corporate limits of any municipality in which this chapter is applied.
- (g) For the purpose of section 3-36(5) of this chapter, the owner of a dangerous dog shall erect a sign with the dimensions provided in that section, unless municipal sign regulations provide more stringent requirements for such warning signs in terms of size, height, and placement, within the corporate limits of any municipality in which this chapter is applied.
- (h) For the purpose of section 3-70 of this chapter, it shall be unlawful to keep, house, or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health or the code enforcement department of any municipality within the corporate limits in which this chapter is applied.

(Ord. of 6-17-2013(1))

Secs. 3-76—3-79. - Reserved.

ARTICLE VIII. - ENFORCEMENT

Sec. 3-80. - Enforcement generally.

- (a) The primary responsibility for the enforcement of this chapter shall be vested in the Animal Services department.
- (b) Any person authorized to enforce this chapter may do so by issuing a notice of violation or civil penalty citation, or by applying to the General Court of Justice for a temporary restraining order, a preliminary injunction, a permanent injunction or an order to abate a nuisance, as may be appropriate in the circumstances.
- (c) Any decision of the Animal Services director or his designee to seize or impound any animal, other than a decision made pursuant to the provisions of article III, may be appealed to the Animal Services board for review and final decision upon the owner or keeper of such seized or impounded animal giving written notice of appeal within three business days of receiving notice of the director's decision. The Animal Services board shall afford the opportunity for a hearing to any person giving notice of appeal and shall conduct the hearing for the purpose of either affirming, reversing, or modifying the decision of the director.

(Ord. of 6-17-2013(1))

Sec. 3-81. - Penalties for violations.

- (a) Any violation of this chapter shall subject the offender to a civil penalty to be recovered by the Animal Services department in a civil action in the nature of a debt, to include the cost of abating a public nuisance. Any costs of abatement and civil penalties shall be paid within seven days of issuance of a notice of violation. Each day's continuing violation shall be a separate and distinct offense.
- (b) A notice of violation shall specify the nature of the violation and the sections of this chapter violated, and further notify the offender that the civil penalty specified therein shall be paid to the Animal Services director at the animal shelter within seven days.
- (c) Unless otherwise provided in this chapter, the civil penalty for a violation of this chapter shall be \$100.00 for a first violation or for a violation more than 12 months after a previous violation. For subsequent violations within 12 months of a previous violation, the penalty shall be \$200.00 for a second violation and \$300.00 for a third or subsequent violation within a 12-month period of the first violation.
- (d) In addition to the civil penalties prescribed in this section, any violation of this chapter, also designated as chapter 3 of the Cumberland County Code, shall also constitute a Class 3 misdemeanor punishable by a fine or not more than \$200.00 and imprisonment of not more than 20 days.

(Ord. of 6-17-2013(1); Ord. of 5-4-2015(1))



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 5/14/2021

**SUBJECT: RENEWAL OF A LEASE AGREEMENT WITH CUMBERLAND COUNTY
COMMUNICARE, INC.**

BACKGROUND

Cumberland County Communicare, Inc., a local not-for-profit agency that assists people in overcoming mental health problems, substance abuse/chemical dependency, and the trauma of sexual victimization and abuse, wishes to enter into a lease agreement with Cumberland County for 13,994 square feet of office space located at 109 Bradford Avenue in Fayetteville. This agreement contains terms that mirror the prior agreement (attached) between Communicare and Cumberland County and will take the place of that agreement which will expire June 30, 2021. The agreement also continues to recognize the in-kind services that Communicare provides to the County. The rent is proposed at an annual rate of \$41,308 and will be for a three-year term. A notice of intent to lease must be published at least thirty (30) days in advance of a regular Board of Commissioners' meeting prior to approving any proposed lease as per G.S. 160A-272.

RECOMMENDATION / PROPOSED ACTION

Staff presented this item at the May 13, 2021 Board of Commissioners' Agenda Session and approved it to move forward as a Consent Agenda item for the May 17, 2021 Regular Meeting. Staff recommends approval of 1) the initial resolution of intent to lease certain real property as specified below and 2) the required 30-day advertising as per N.C.G.S. 160A-272.

On May 13, 2021, the Board of Commissioners agreed to move this forward as a Consent Agenda item to the full Board of Commissioners at the May 17, 2021 Regular Meeting. As per statute the Board is asked to adopt the following resolution: BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the real property located at 109 Bradford Avenue in Fayetteville will not be needed for government purposes for the term proposed for the lease of the property to Cumberland County Communicare, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on June 21, 2021, approving the lease pursuant to the terms to be advertised as follows: PUBLIC NOTICE OF PROPOSED LEASE PURSUANT TO G.S.

160A-272 TAKE NOTICE that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on June 21, 2021, approving the lease of 13,944 square feet of office space located at 109 Bradford Avenue in Fayetteville to Cumberland County Communicare, Inc. for up to a three (3) year term with annual rent in the amount of forty-one thousand three hundred eight dollars (\$41,308.00) per year.

ATTACHMENTS:

Description

Current Lease

Type

Backup Material

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

LEASE AGREEMENT

Notice of Intent published in the *Fayetteville Observer* on May 16, 2018

Approved by the Board of Commissioners on August 6, 2018

This Lease Agreement, made and entered as of the 6th day of August, 2018, by and between **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

W I T N E S S E T H:

THAT for and in consideration of the mutual promises hereinafter contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 13,994 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM**: The Lease shall commence the 1st day of July, 2018, and unless sooner terminated, continue for three (3) years to June 30, 2021.
2. **RENT**: The rent shall be at an annual rate of FORTY-ONE THOUSAND THREE HUNDRED EIGHT DOLLARS (\$41,308). The rent shall be payable in quarterly installments beginning on July 1st each year.
3. **DEPOSIT**: LESSOR shall not require a security deposit from the LESSEE.
4. **SERVICES**: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. **PARKING LOT**: LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. **ASSIGNMENT OR SUB-LEASE**: The LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR. Such written consent will not be unreasonably withheld by LESSOR.

7. **USE AND POSSESSION:** It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. **DESTRUCTION OF PREMISES:** In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that the LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to the LESSEE. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. **INTERRUPTION OF SERVICE:** LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems. However, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to restore any such interrupted service to remedy any such defect.
11. **LESSOR'S RIGHT TO INSPECT:** The LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in

force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.

13. **MAINTENANCE OF STRUCTURE:** LESSOR shall be responsible for the maintenance and good condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. The LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.
14. **HEATING AND AIR CONDITIONING; JANITORIAL SERVICES:** LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that the LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. **PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. **TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. **NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:

Cumberland County, Communicare, Inc.
Attn: Executive Director
P.O. Box 87830
Fayetteville, NC 28304-0030

LESSOR:

Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. **ORDINANCES AND REGULATIONS:** The LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at the LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in which the LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by the LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.
19. **INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. **REPAIR:** The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this Lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, the LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to the LESSOR to do so by the LESSEE. The LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition at all times during the term of this Lease Agreement.
21. **WARRANTY:** The LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this Lease.
22. **REMEDIES:** If either party shall be in default with respect to any separate performance hereunder, and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorneys fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be

deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.

23. **SUCCESSOR AND ASSIGNS:** This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. **ALTERATIONS AND PARTITIONS:** The LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this Lease Agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from the LESSOR, who shall not unreasonably withhold such approval.
25. **UTILITIES:** Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. **RISKS OF LOSS:** As between the LESSOR and the LESSEE, any risk of loss of personal property placed by the LESSEE in or upon the leased premises shall be upon and a responsibility to the LESSEE, regardless of the cause of such loss.
27. **DESTRUCTION OF PREMISES:** If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.
28. **TERMINATION:** If the LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this Lease and take possession of the premises without prejudice to any other remedies allotted by law; and/or, if the LESSOR SHALL fail to perform any of the terms and conditions heretofore set forth and shall continue in such default thirty (30) days after written notice of such default, the LESSEE, at its discretion shall terminate this Lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. **OCCUPANCY AND QUIET ENJOYMENT:** LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless the LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with the LESSEE'S use and enjoyment of said premises.

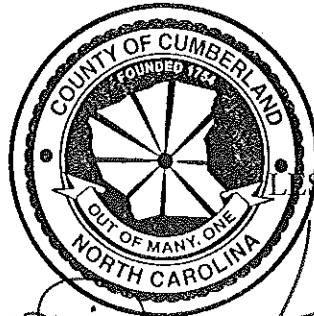
30. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. **MERGER CLAUSE:** This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed in duplicate originals by their duly authorize officers, the date and year first above written.

LESSEE: CUMBERLAND COUNTY
COMMUNICARE, INC

ATTEST:

BY: *Gene Howell* BY: *Sarah Hallack*
Secretary Executive Director



ATTEST:

LESSOR: COUNTY OF CUMBERLAND

BY: *Candice N. White* BY: *Larry Lancaster*
Candice White, Clerk Larry Lancaster, Chair
Board of Commissioners

STATE OF NORTH CAROLINA

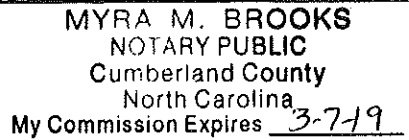
COUNTY OF CUMBERLAND

I, Myra M Brooks, a Notary Public in and for the County and State aforesaid, do hereby certify that Candice White, personally appeared before me this day and acknowledged that she is the Clerk to the Cumberland County Board of Commissioners; that ~~Kenneth Edge~~ is the Chair of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing is the Corporate Seal of said Board; that said instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said Candice White acknowledged the said instrument to be the act and deed of the said Board.

WITNESS MY HAND and seal this the 21 day of August, 2018.

Myra M Brooks
Notary Public

My Commission Expires: 3/7/19



NORTH CAROLINA

CUMBERLAND COUNTY

I, CORINNE A BYRNE, a Notary Public of the County and State aforesaid, certify that GENE HOWELL personally appeared before me this day and acknowledged that he/she is Secretary of Cumberland County Communicare, Inc., a nonprofit North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official stamp or seal, this the 16 day of AUGUST, 2018.

Corinne A Byrne
Notary Public

My Commission Expires: 5/22/2020

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

n/a
Vicki Evans, Finance Officer

Approved for Legal Sufficiency

Thyllis D. Jones
County Attorney's Office

() Renewable

() Non-renewable

Expiration Date: June 30, 2021



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 5/14/2021

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE
EMERGENCY MANAGEMENT, INC. TO ADMINISTER THE
EMERGENCY RENTAL ASSISTANCE PROGRAM**

BACKGROUND

Cumberland County and the City of Fayetteville issued a joint Request for Proposal (RFP) to seek a qualified firm to administer the Emergency Rental Assistance Program (ERAP) in accordance with the scope of services outlined in Exhibit I and Exhibit II of the agreement attached.

With the County and City using the same firm to administer the program, this will allow residents to apply for assistance through a single application system. Using the same firm will ensure the County achieves the following goals:

- Residents will have a less complex and stressful application process;
- Residents will not have to determine the jurisdiction they live in prior to applying for assistance;
- Assistance is provided to the residents in a timely manner;
- The program is managed by a firm that has the capacity and experience; and
- Funds are obligated by the deadline established by the U.S. Department of Treasury.

Five proposals were received in response to the RFP. The selection committee, which consisted of three City employees and three County employees, reviewed all proposals and selected the most responsible bidder.

Innovative Emergency Management (IEM) Inc. has agreed to administer the program for the County for 8% of the total amount of program funds. The estimated total amount of program funds is \$3,735,545.

The City has proceeded to contract with IEM. Cumberland County Community Development Department desires to enter into an agreement with IEM with the term beginning May 18, 2021 ending December 31, 2021.

RECOMMENDATION / PROPOSED ACTION

At the May 13, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the May 17, 2021 Board of Commissioners' Meeting:

- Approve the professional services agreement with IEM as per the attached agreement.

ATTACHMENTS:

Description	Type
Professional Services Agreement - Innovative Emergency Management, Inc.	Backup Material

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF CUMBERLAND
AND
INNOVATIVE EMERGENCY MANAGEMENT, INC.**

THIS AGREEMENT, entered into this _____ day _____ of, **2021** by and between the COUNTY OF CUMBERLAND (hereinafter referred to as COUNTY), a body politic and corporate of the State of North Carolina, and Innovative Emergency Management, Inc., a Louisiana corporation registered with the North Carolina Secretary of State and conducting business as a consulting firm located at 2801 Slater Road Suite 200, Morrisville, NC 27560 hereinafter referred to as CONTRACTOR;

WHEREAS, the COUNTY, was awarded funding by the U.S. Department of Treasury to implement the Emergency Rental Assistance Program (the "Program") established by section 501 of Division N of the consolidated Appropriations Act, 2021, Pub. L. No 116-260 (December 27, 2020).

WHEREAS, the local community has been negatively impacted by the COVID-19 pandemic causing economic hardship;

WHEREAS, the COUNTY is in need services from a Contractor to administer the Emergency Rental Assistance Program in accordance with the statutes, program policies and procedures;

WHEREAS, the CONTRACTOR has the required experience and skill in providing such services;

WHEREAS, the COUNTY and the CONTRACTOR desire to enter into a Professional Services Agreement for the provision of these services by the CONTRACTOR to the COUNTY for a fee; and

WHEREAS, funds are available in the FY 2021 COUNTY budget for such independent CONTRACTOR services.

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **AGREEMENT:** The COUNTY agrees to purchase, and CONTRACTOR agrees to provide specific services on the terms set forth herein.
2. **TERM OF AGREEMENT:** This agreement shall begin **May 18, 2021** and end **December 31, 2021**, unless sooner terminated. The COUNTY, in its discretion, may terminate this contract at any time prior to its normal expiration date upon 30 days advance written notice to the CONTRACTOR.
3. **SERVICES TO BE PERFORMED:** CONTRACTOR agrees to perform and provide the services as outlined in Exhibit I. CONTRACTOR agrees to notify the Director of Cumberland County Community Development Department in writing immediately of any change in the type or level of services to be performed, or the individuals involved in the provision of said services.
4. **PAYMENT:** CONTRACTOR will be paid a fee for its administrative services in the amount of 8% of the total amount of assistance CONTRACTOR provides to eligible subrecipients under the Program. The estimated total amount of Program funds is \$3,735,545, to include the amount of the administrative fee and assistance funds. CONTRACTOR shall submit invoices and supporting documentation to Cumberland County Community Development for services rendered and completed in accordance with the CONTRACTOR'S proposal attached as Exhibit II and incorporated herein (to the extent they apply to the County). This Section 4 supersedes any provision contained in Exhibit II which is inconsistent

with the language herein.

5. **ASSIGNMENT:** The CONTRACTOR shall not assign all or any part of its contract rights under this Agreement, or delegate any performance, or subcontract, without first obtaining the COUNTY'S written approval.
6. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to comply with all requirements of any government or agency thereof which now governs or may hereafter govern any performance under this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment and non-discrimination laws, and any other applicable law.
7. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
8. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor. CONTRACTOR is not an agent, officer, or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY.
9. **INDEMNITY:** CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY and its officers, agents, and employees against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities, or losses of any kind or nature whatsoever resulting from, arising out of, related to, or in connection with injury to any person or damage to any property caused, by the CONTRACTOR's acts or failure to act in performing its obligations under this Agreement.
10. **NON-APPROPRIATION CLAUSE:** If grants and appropriations of money to conduct and administer the programs under this Agreement are lawfully reduced, terminated, or not executed, or it is deemed in the public interest and necessary for the health, safety, or welfare of the public to so reduce, terminate, or not execute these programs and services, the COUNTY, at its option, has the right to terminate this Agreement effective the day notice of termination is delivered to CONTRACTOR. The COUNTY shall give the CONTRACTOR written notice of a termination under the provisions of this paragraph immediately upon receipt of actual notice by the COUNTY of a reduction, termination, or decision not to execute the grants or appropriations of money for the scheduled programs and services, or any other necessity to reduce, terminate, or not execute the services. Following the effective date of such termination the COUNTY shall have no further obligation to make payments to CONTRACTOR except for services completed by CONTRACTOR for which payment was outstanding at the time of termination.
11. **DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS.** CONTRACTOR agrees to and shall comply with the federal requirements found at 2 CFR Part 2424 on prohibiting the use of debarred, suspended, or ineligible contractors.
12. **DRUG FREE WORKPLACE.** CONTRACTOR agrees to implement and comply with HUD's regulations at 2 CFR Part 2429, pertaining to The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), in its performance of this contract.
13. **CONFLICT OF INTEREST.** No Member, Officer, or Employee of the CONTRACTOR, any Member of a Local Governing Body of the locality in which the program is situated, or any other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, either directly or indirectly, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials shall be similarly barred from having any financial interest in the program. The CONTRACTOR shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a

provision prohibiting such interest pursuant to the purpose of this section.

14. **NONDISCRIMINATION ON THE BASIS OF DISABILITY.** As required by Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from this contract.
15. **NONDISCRIMINATION ON BASIS OF AGE.** As required by the Age Discrimination Act of 1975, as amended, no qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity, which receives or benefits from federal financial assistance.
16. **NONDISCRIMINATION CLAUSE – SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the grounds of race, color, national origin, familial status, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this Title.
17. **ACCESS TO RECORDS AND RECORD RETENTION CLAUSE.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following close out in compliance with 4 NCAC 19L.0911, Record keeping. The Secretary of the Department of Commerce, the Secretary of the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the COUNTY which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts, and transcriptions, in compliance with the above rule.
18. **NOTICES:** Any notices to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by email, with receipt acknowledged by a return email from the recipient; by hand, with written acknowledgment of receipt; or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the others.

COUNTY:

Delores "Dee" Taylor, Director
Cumberland County Community Development
707 Executive Place
Fayetteville, NC 28305
Telephone: (910) 323-6112
Fax: (910) 323-6114

CONTRACTOR:

Ryan Ausman, Manager of Contract Administration
Innovative Emergency Management, Inc.
2801 Slater Road, Ste. 200
Morrisville, NC 27560
Telephone: (919) 990-8191
Fax: (919) 237-7468

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

19. **INSURANCE:** CONTRACTOR shall maintain Business Auto Liability and, Commercial Umbrella Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the operation of an auto, including owned, hired, and non-owned autos.
20. **AMENDMENTS:** The COUNTY or CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

21. **SUSPENSION AND 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.

In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by CONTRACTOR under this Agreement will, at the option of the COUNTY, become the property of the COUNTY, and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law.

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

23. **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.

24. **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.

25. **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: Scope of Services.
- Exhibit II: Innovative Emergency Management, Inc. - Proposal for Emergency Rental Assistance Program Administration Services (applicable to the extent it applies to the County)
- Exhibit III: Certification Regarding Lobbying; and
- Exhibit IV: Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST:

BY: _____

BY: _____

CHARLES EVANS, BOARD CHAIR

DATE: _____

[COUNTY SEAL]

INNOVATIVE EMERGENCY MANAGEMENT, INC.

ATTEST:

BY: _____

BY: _____

RYAN AUSMAN, MANAGER OF CONTRACT ADMIN.

DATE: _____

PRE-AUDIT CERTIFICATE:

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

APPROVED FOR LEGAL SUFFICIENCY:

By: _____

Finance Director

Date

By: _____

County Attorney

Date _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State, do hereby certify that _____, personally came before me this day and acknowledged that she/he is an _____ of **Innovative Emergency Management, Inc.**, a corporation of the State of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporation seal and attested by her as its employee.

WITNESS my hand and notarial seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:_____.

EXHIBIT I
SCOPE OF SERVICES

The local community has been negatively impacted by the COVID-19 pandemic causing economic disruption. The City of Fayetteville and County of Cumberland is seeking proposals from qualified, licensed, and insured entities to administer the Emergency Rental Assistance Program in accordance with the statutes, program policies and procedures, and the Scope of Work outlined in this section. The selected firm must demonstrate it has the capacity to manage a high volume of applications submitted from local residents. The selected firm must also have the capacity to perform required task that will involve application intake, eligibility determination, assessments of need for assistance, counseling and case management, payment processing, record-keeping and reporting, and provide training to staff to complete these tasks.

The selected firm will be expected to:

A. Implement the Program

- Set up a call center and have the ability to train staff;
- Create an online and mail-in application process using a template that captures all required information needed to determine eligibility;
- Implement an effective outreach and marketing plan to ensure residents throughout the geographic service area are able to access assistance;
- Conduct initial briefings;
- Conduct intake appointments (remote and in-person) for prospective applicants seeking assistance, including application eligibility screening, income calculation and document verification;
- Assist applicants with submission of documentation;
- Work closely with landlords, utility companies, and other partnering agencies and referral agencies;
- Process reexaminations, including collection and review of required documentation, income calculation, calculation of tenant;
- Respond to client questions according to applicable regulation and local policies;
- Assist landlords and other entities with the process when submitting applications on behalf of the household;
- Accurately documenting all processes and communications in the appropriate electronic file;
- Have adequate financial system to process payments expeditiously, track and monitor transactions and meet reporting and auditing requirements;
- Maintain records of transactions and program participants assisted;
- Create and maintain a City and County funding stream, tracking expenditures, and payment progress;
- Generate and submit weekly progress reports to the City and County staff that includes, but not limited to: household demographic information, services rendered, cost of services rendered, and number of households served in the City and County;
- Apply program guidelines when making payments to the landlords, owners, and utility companies on behalf of the eligible household; and
- Submit to routine audits to ensure that all program guidelines are being followed as outlined by federal and local government agencies.

B. Determine Household Eligibility

Program funds must be used for rent, rental arrears, utilities and home energy costs, utilities and home energy arrears, and other expenses related to housing incurred directly or indirectly due to the pandemic. A portion (10%) of the funds may be used for housing stability services, including case management or other services related to the COVID-19 pandemic, and the administration of the program. Program funds must benefit eligible households that meet the following criteria:

- Household income must be at or below 80% of the Area Median Income (AMI) established by the U.S. Department of Housing and Urban Development;
- At least one individual in each household qualifies for unemployment benefits, or experienced a reduction in income, or has incurred significant costs, or experienced other financial hardship due directly or indirectly to the COVID-19 pandemic;
- Can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - A past due utility/rent notice or an eviction notice;
 - Unsafe or unhealthy living conditions;
 - Any other evidence of such risk as determined by the grantee;
- Households whose income is at or below 50 percent of the AMI or where persons have been unemployed for the 90 days prior to application will be given priority; and
- Households must be checked for duplication of benefits to ensure there is an unmet need.

C. Use an Application Process and Grant Management System

The selected firm must develop and utilize an application process that meets statutes and program requirements. In addition, the firm will be expected to:

- Utilize a software system that specializes in application processing and grant management and that will be able to generate the required reports;
- Collect household and other data to include, but not be limited to:
 - Number of applications received for the City and County;
 - Household demographics such as gender, race, and ethnicity;
 - Address of the rental unit;
 - Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider;
 - Amount and percentage of monthly rent covered by the program;
 - Amount and percentage of separately-stated utility and home energy costs covered by the program;
 - Total amount of each type of assistance (e.g. rent, rental arrears, utilities, etc.) provided to each household;
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility payments for which assistance is provided; and
 - Household income and number of individuals in the household.

All services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices.

EXHIBIT II

INNOVATIVE EMERGENCY MANAGEMENT, INC.

PROPOSAL FOR EMERGENCY RENTAL ASSISTANCE PROGRAM ADMINISTRATION SERVICES

FEBRUARY 22, 2021 | RFP 21-21-CD

A Proposal for:

Fayetteville Economic and Community
Development Department, and:

Cumberland County Community Development
Department

Emergency Rental Assistance Program Administration Services



P.O. Box 110265 Durham, NC 27709 (919)

990-8191 or (800) 977-8191

www.iem.com

Emergency Rental Assistance Program Administration Services

A Proposal for:

Fayetteville Economic Community Development
Department, and:

Cumberland County Community Development
Department

RFP #21-21-CD

February 26, 2021

Submitted by:



P.O. Box 110265

Research Triangle Park, NC 27709

(919) 990-8191 or (800) 977-8191

www.iem.com



2801 Slater Road, Suite 200 Morrisville, NC 27560

Mailing Address: P.O. BOX 110265 Research Triangle Park, NC 27709

1.800.977.8191 919.990.8191 www.iem.com

February 26, 2021

Fayetteville ECDD and Cumberland CCDD, c/o
Cumberland Count Community Development Department
707 Executive Place
Fayetteville, NC 28305

RE: RFP #21-21-CD Emergency Rental Assistance Program Administration Services

Dear Procurement Manager:

IEM is pleased to submit the attached proposal in support of Cumberland County and the City of Fayetteville's RFP for Emergency Rental Assistance Program Management Services.

Headquartered in Morrisville, North Carolina, IEM is committed to helping North Carolinians and disaster-affected Americans throughout the nation respond to and recover from the ill impacts of the current pandemic. For 36 years, IEM has been at the forefront of supporting the nation's most significant efforts in emergency response, public health, disaster preparedness, mitigation, and recovery efforts. Our employees oversee complex recovery programs – putting boots on the ground – to restore and rebuild communities stronger.

In the wake of the COVID-19 pandemic, IEM has been supporting Federal, state, county and local governments respond and protect communities. We offer our experience and the lessons learned in recent months as the country has come to grips with the far-reaching impacts of COVID 19—from personal and public health to economic impacts and the need to secure housing for vulnerable populations.

As Cumberland County and the City of Fayetteville continue to address the challenges of responding to the unprecedented public health crisis caused by the COVID-19 pandemic, IEM is positioned to immediately assist the County with administering emergency rental assistance services. We have the necessary size and capacity, employ accountable pricing methods to reduce cost and increase value, and methods that have resulted in the fastest delivery of grant funding to beneficiaries in the country. Cumberland County residents in need of rental assistance will benefit from IEM's commitment to deliver services in an expedited fashion, while still maintaining the highest standards of compliance.

I Think ∴ IEM

We are eager to serve Cumberland County and the City of Fayetteville once again and provide critical oversight and delivery of rental assistance services from program intake to closeout. All in an effort to better serve the County and City's most vulnerable populations. IEM is well situated to *immediately* begin helping the County and City's at-risk citizens with their housing security during this unprecedented disaster event. We will administer and manage this program with a strong community-oriented vantage from our corporate headquarters in Morrisville.

With respect to this effort, we are simultaneously bringing our national-level expertise to bear alongside a passion for helping our own neighbors in our own region of North Carolina.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Lemcke', with a large, sweeping flourish extending to the right.

Ted Lemcke,
Chief Operating Officer

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1.0 FIRM INFORMATION

IEM Quick Facts	
Company Headquarters	Innovative Emergency Management, Inc. 2801 Slater Road, Ste. 200 Morrisville, NC 27560
Proposer Entity	Innovative Emergency Management (dba IEM) is responding to RFP 21-21-CD as a single corporate entity, not as a partnership or joint venture, and will provide services as such.
Foundation, Business Type, Ownership	<ul style="list-style-type: none"> • Founded by current President and CEO, Madhu Beriwal, in 1985. • Largest woman-owned corporation of its kind. • Dedicated emergency management and related services firm.
IEM Principal, Corporate Officers	<ul style="list-style-type: none"> • Madhu Beriwal, Owner, President, and Sole Director • Ted Lemcke, Secretary • Dan Michael, Treasurer
Person Authorized to Execute Contract	Ryan Ausman, Manager of Contract Administration. Tel: (919) 990-8191.
Financial Health and Stability	IEM is fiscally solvent, viable, and has continually operated without interruption for its 36-year history, with continued growth and expansion of services.
IEM Service Areas	Disaster preparedness, response, and recovery, homeland defense, counter terrorism, biothreats, public health, cybersecurity, public agency performance, transportation & air operations, and emergency relief services related to the ongoing COVID-19 pandemic as provided through the CARES Act and Consolidated Appropriations Act of 2021.
Client Facts	400+ clients at the national, state, and local level in 15 countries and 53 US states & territories, with 74% repeat business.
Employees	415 total FTEs staffing office and customer sites, plus an additional 89 full time remote workers.
US Offices	11 full-service offices (including HQ) and 19 satellite offices providing coast-to-coast services.

1.1 ABOUT IEM

Throughout our 36-year history, IEM has remained dedicated to its charge to create a "Safe, Secure, Resilient World". IEM has maintained its current structure, a testament to stability and support for our clients and disaster survivors. While IEM's management structure remains unchanged, the firm is evolving to embrace the growth necessary to meet client needs

Headquartered in Morrisville, North Carolina, IEM has been at the forefront of supporting the nation's most significant public health, emergency management, homeland security, and disaster preparedness, mitigation, and recovery efforts. Having managed billions of dollars in federal funding following six of the nation's worst natural disasters - Hurricane Katrina in Mississippi, Superstorm Sandy in New York and New Jersey, Flooding in Louisiana, and Hurricanes Maria, Irma, and Harvey - IEM has served as a trusted, national resource for recovery solutions.

In the wake of the COVID-19 pandemic, IEM deployed technical and program management resources immediately to assist federal, state and county agencies respond to the economic impact of this new reality – including management of the Small Business Administration’s Economic Injury Disaster Loan (EIDL) program.

IEM is a national leader in policy, planning, and program administration, and has supported federal, state, county, and local government clients - as well as the private sector and international concerns in conceptualizing, building, and executing their missions to build a Safe, Secure, Resilient future. These include all 50 U.S. states, three territories, and major urban areas across the country, including Raleigh, Baton Rouge, New York City, Boston, Los Angeles, San Francisco, Houston, Dallas, Atlanta, Tallahassee, Jacksonville, Orlando, Miami, Chicago, Baltimore, New Orleans, and Washington, D.C.

2.0 HISTORY, QUALIFICATIONS, AND EXPERIENCE

IEM offers Cumberland County Community Development Department and the City of Fayetteville Economic Community Development Department access to a team of well-trained management professionals, spearheaded by project leadership dedicated to speed, technical excellence, transparency, compliance, accountability, and results. **IEM's mission when serving the public, through support of our public agencies, is to stand up operations immediately and deliver grant funding compliantly with blazing speed.** This is the best form of customer service we can provide—delivery of vital resources in the most efficient manner possible.

IEM's expert staff members have been assisting homeowner and renter populations since 2005 – including the administration and management of multi-scale CDBG-DR housing deliveries in New York, New Jersey, Louisiana, Texas, North Carolina, Florida, and Puerto Rico. Similar to COVID-19 Emergency Rental Assistance and Eviction Prevention Programs, Small Rental Housing programs across the country have been designed to prevent the potential for homelessness among tenant populations.

Examples of income-based and other housing programs for which IEM has provided intake, eligibility, income, and benefit verification and disbursements services for homeowners and/or renters include:

- **NY Rising – Superstorm Sandy Housing Recovery.** IEM provided recovery services in both New York and New Jersey. Services included application intake, income qualification, award calculation and disbursement. Projects required identification of tenants, tenant needs, and prevention of homelessness through compliance with temporary rental assistance guidelines or URA requirements, as applicable. Key features of this program relevant to the requirements for Emergency Rental Assistance included the Small Rental Assistance and the Interim Mortgage Assistance (IMA) Programs – assisting homeowners with mortgage payments on a recurring basis within caps to assist homeowners currently renting as a result of being displaced from their primary residences.
- **New Jersey Rehabilitation, Reconstruction, Elevation, & Mitigation (RREM) Program – Superstorm Sandy.** IEM was contracted by New Jersey's Department of Community Affairs (DCA) to assist completing the housing recovery phase in the aftermath of Superstorm Sandy – including a pathway for verifying program eligibility for home improvement, elevation, or construction projects eligible to LMI homeowners only.
- **Restore Louisiana – Great Floods of 2016 Housing Recovery.** This program was the fastest large-scale housing recovery in US history – including 40,000 homes from nearly all corners of the State of Louisiana. A total of 27, 255 awards and 21,835 disbursements were made throughout IEM's tenure. IEM provided outreach, intake, application completion, application and eligibility review, income certification, award calculation and notification, and disbursement. Additionally, Temporary Housing Assistance, Relocation, and Reimbursement Programs were included components of this delivery. Projects further required identification of tenants, tenant needs and qualifying benefits, and prevention of homelessness through compliance with URA requirements.
- **Puerto Rico Home Repair, Reconstruction, or Relocation (R3).** IEM is providing intake, eligibility, income certification, and award services. We qualified 2,500 households in just 90 days.
- **Rebuild Florida – Hurricane Irma Housing Recovery.** IEM is currently providing comprehensive design and implementation services for Florida's \$1.3B Hurricane Irma Disaster Recovery program – including design of policy-compliant program management services that include income verification and assistance for homeowners and tenants. In 30 days, IEM stood up nine geographically- dispersed intake centers. As part of this delivery, IEM has provided outreach, intake, application completion, application and eligibility review, income qualification, award calculation and notification, and disbursement coordination with State

financial services. This program also features Temporary Housing Assistance, Temporary and Permanent Relocation, Small Rental, and Multifamily Housing Assistance Programs. Projects further required identification of tenants, tenant needs and qualifying benefits, and prevention of homelessness through compliance with temporary rental assistance guidelines or URA requirements, as applicable.

- **Rebuild NC – Hurricane Matthew Housing Recovery.** For Hurricane Matthew Housing recovery, IEM Stood up four additional intake centers in just 7 days. We worked with residents of NC to verify and calculate income. Various income levels dictated which services a homeowner may be eligible for. Homeowners under 120% of the AMI were permitted to receive reimbursement for home construction already completed and eligible under program guidelines, where other elements of the program – e.g. flood insurance assistance, required homeowners to fall below the 80% LMI requirement. Services for this program outreach, intake, eligibility review, income certification, award calculation, and award notification.
- **Texas GLO Homeowner Assistance Program (HAP) – Hurricane Harvey.** IEM was selected to manage Texas' largest post-disaster housing-focused recovery program in the State's history, which involved a challenging effort to identify, locate, and successfully reach out to the program's most vulnerable and hardest to reach populations. Within the first 90 days, IEM had arranged more than 53 grassroots public outreach events, mailed program information to more than 18,000 households, arranged the distribution of information in utility bill inserts for 462,500 households, engaged over 430 nonprofit groups and partners, and placed paid advertising in more than 11 local media outlets. The success of the program was described by the Texas GLO as "Extraordinary."

3.0 PERSONNEL

IEM will deliver the Cumberland County and City of Fayetteville Emergency Rental Assistance Program (ERAP) an effective staff organization strategy, characterized by a flat structure and clear lines of authority. This project's organization is mission-focused and avoids extraneous positions that create unnecessary costs and administrative burdens.

IEM tailored team sizes based on our extensive experience and lessons learned in previous grant disbursement programs, as well as input from Cumberland County and the City of Fayetteville's impact assessments for CARES emergency rental assistance programs at the local level. Workflows, work artifacts, and levels of staff are scaled appropriately, as compared with other programs of varying complexity.

Figure 1 below shows the key staff by name in the critical managerial and supervisory positions over their respective teams. We focus the project organization to specifically achieve success with all Business Functional Requirements presented in the RFP.

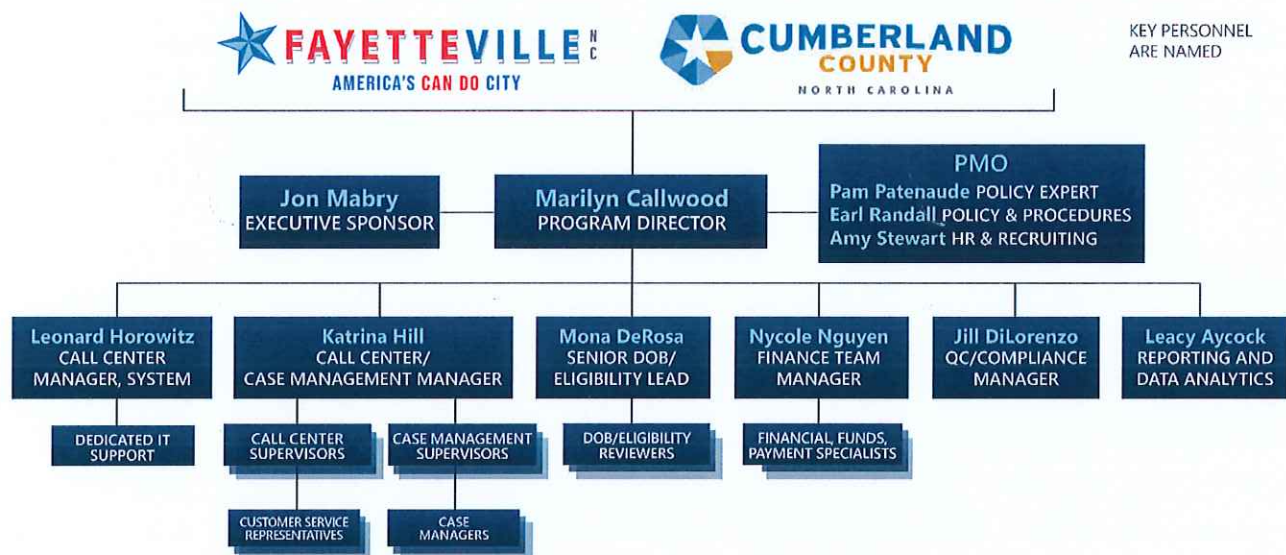


Figure 1: IEM's Project Organization with clear lines of authority to maximize speed and efficiency.

All of IEM's proposed management personnel, including our Program Director, are seasoned IEM full time employees. Our rationale is that this provides the best continuity, speed, and ability to hit the ground running—critical for a rapid launch, high output program like ERAP. The collective experience and critical knowledge of our proposed management team will be invaluable for delivering a fast paced, high volume grant program such as this, in addition to securing early wins and overall program success to the County and the City. Most of all, we're fully confident in this team's ability to positively impact the lives of program participants in need of assistance.

IEM WILL FOCUS ON LOCAL STAFFING

As a North Carolina-local emergency management firm with a national reach, IEM is ideally equipped to implement a staffing strategy that will prioritize local employment opportunities, and increase staff resources wherever needed to keep the program moving.

Customer Service Representatives, Case Managers, Call Center and Case Management Supervisors will all be staffed locally in North Carolina. IEM has an existing relationship with Aerotek, Inc., a high-volume staffing vendor in the area that has direct experience with rapid staffing of call center and case management centric projects at or exceeding the scale of the County and City's program. In addition, they have actual experience staffing for local emergency rental assistance programs for the first CARES Act allocation. With demonstrated ability to staff effective, multi-lingual call center and case management agents at numbers exceeding 500 personnel in 1-2 weeks, IEM has high confidence that this vendor will deliver staff against the timeline in our project schedule.

IEM has standing relationships with a number of other national staffing firms that we used effectively in the past to source call center agents, case managers, QC reviewers and financial/accounting staff for multiple active grant management projects. IEM uses these additional relationships to augment staffing capacity at project startup and beyond so there is not a single point of failure with respect to staffing. Use of staffing firms maximizes our ability to use local employees – citizens of North Carolina, thereby allowing IEM, Cumberland County and the City of Fayetteville to "give back what was given" with respect to gainful employment and skills development for North Carolinians. The model served IEM well with successful grant program management deliveries in six states or territories, as our resume in grants management continues to grow.

4.0 PROJECT APPROACH

4.1 EMERGENCY RENTAL ASSISTANCE PROGRAM COMPONENTS

INTAKE AND CASE MANAGEMENT

Deploying an army of customer service-focused agents, we have coordinated with landlords, homeowners, and renters and assisted in the completion of applications and collection and certification of compliant, supporting documentation while also providing individual educational and supportive services for the populations we've served. Most recently in Puerto Rico, IEM provided intake and eligibility services resulting in the qualification of 2,500 residents within just 90 days. We did this through the implementation of our data-driven production system that allows us to work in assembly line fashion and ensure we are getting our applicants to the finish line as fast as possible, while remaining in compliance with program rules and standards.

ELIGIBILITY, INCOME, AND BENEFIT VERIFICATION

Eligibility and income verification and certification are primary requirements for receiving HUD- assisted funding and other federal and state benefits. Using federal guidance and tools, we have honed eligibility and income verification to a science, ensuring that the most vulnerable populations are prioritized and served with urgency. IEM has provided policy-compliant eligibility and income reviews in all of our deliveries – which includes use of the household and rental income charts published by HUD in order to document program income eligibility and serve the priority groups outlined by HUD based on Area Median Income (AMI) level and any other factor identified by our clients. Additionally, our past deliveries have required the verification and documentation of property ownership and residency for program applicants.

These programs also involve large-scale benefit verification through the calculations of duplicative third-party benefits pursuant to Stafford Act regulations, as well as all eligible award calculations – something IEM has provided to our clients for the past decade. Our team has been responsible for the calculation of assistance and coordinating disbursements with our state and county-level partners. The rental assistance available in these programs includes temporary housing, temporary relocation, and permanent relocation and is based on assisting low- to moderate-income individuals and families. Each of these housing options requires the calculation of an eligible benefit payment, segregation of duties in verification and disbursement, and coordination of benefit disbursement.

COVID-19 OPERATIONS

IEM is currently assisting multiple government agencies with COVID-19 Emergency Operations Center support needs, pandemic planning, grants management, and response operations. For over 15 years, IEM has supported The United States Department of Health and Human Services (HHS) in their planning and modeling for pandemics. Within the current socio-economic landscape, IEM's COVID-19 response and reconstitution planning efforts have been active since December 2019 - including intensive work with agencies in both rural and urban, high-density areas.

Our planning efforts for COVID-19 are based on research and integration of best practices as well as development of guidelines and response strategies targeted at the specific needs of customers and stakeholders. IEM works with local stakeholders and community leaders from diverse organizations, foundations, and agencies to ensure an equity lens is applied to all the important work and guidance we provide to our valued clients.

IEM is currently supporting the U.S. Small Business Administration (SBA) through the provision of supplemental legal staffing to process applications from small businesses seeking COVID-19 financial assistance through the Economic Injury Disaster Loan (EIDL) program. The following table (Figure 2) lists the number of EIDLs approved and cumulative loan amount by state as of November 23, 2020.

 Loans Approved: 3,645,556			 Dollars Approved: \$194,374,549,652		
STATE	APPROVED	DOLLARS	STATE	APPROVED	DOLLARS
ALABAMA	44,658	\$2,007,815,630	NEW HAMPSHIRE	11,211	\$667,026,121
ALASKA	7,555	\$450,997,500	NEW JERSEY	121,530	\$7,162,253,545
ARKANSAS	21,259	\$1,028,359,509	NEW MEXICO	14,535	\$798,883,823
ARIZONA	60,893	\$3,225,547,768	NEW YORK	303,911	\$17,631,112,948
CALIFORNIA	554,181	\$34,509,270,933	NORTH CAROLINA	90,944	\$4,305,083,358
COLORADO	56,463	\$3,201,450,557	NORTH DAKOTA	6,050	\$383,535,750
CONNECTICUT	35,056	\$2,110,777,365	OHIO	82,652	\$4,125,712,362
DELAWARE	9,565	\$507,391,900	OKLAHOMA	31,842	\$1,722,482,740
FLORIDA	457,469	\$20,311,752,476	OREGON	38,038	\$2,112,262,390
GEORGIA	179,412	\$7,805,004,984	PENNSYLVANIA	97,231	\$5,142,627,444
HAWAII	18,474	\$1,007,397,199	RHODE ISLAND	10,599	\$563,332,500
IDAHO	12,174	\$680,709,000	SOUTH CAROLINA	47,352	\$2,187,464,942
ILLINOIS	141,548	\$7,018,156,722	SOUTH DAKOTA	7,598	\$463,532,793
INDIANA	39,410	\$1,994,974,005	TENNESSEE	53,474	\$2,529,221,917
IOWA	17,096	\$1,033,588,649	TEXAS	310,846	\$16,600,293,950
KANSAS	18,669	\$1,079,797,349	UTAH	22,221	\$1,388,973,957
KENTUCKY	24,525	\$1,275,566,300	VERMONT	6,310	\$345,615,010
LOUISIANA	66,731	\$3,185,823,714	VIRGINIA	72,587	\$3,930,965,594
MAINE	10,416	\$597,133,800	WASHINGTON	65,030	\$3,891,189,943
MARYLAND	65,521	\$3,415,802,885	WEST VIRGINIA	7,850	\$420,169,900
MASSACHUSETTS	60,512	\$3,537,613,954	WISCONSIN	37,540	\$1,932,372,601
MICHIGAN	85,372	\$4,489,690,340	WYOMING	5,286	\$319,222,594
MINNESOTA	40,764	\$2,294,473,336	AMERICAN SAMOA	161	\$10,581,700
MISSISSIPPI	30,863	\$1,294,370,516	DISTRICT OF COLUMBIA	9,855	\$602,140,939
MISSOURI	41,629	\$2,101,460,075	GUAM	1,322	\$78,445,000
MONTANA	9,948	\$540,609,900	NORTHERN MARIANA	272	\$17,422,000
NEBRASKA	14,264	\$837,100,143	PUERTO RICO	23,674	\$1,263,376,100
NEVADA	39,460	\$2,142,700,122	U.S. VIRGIN ISLANDS	1,748	\$93,911,100

Figure 2: EIDLs and cumulative loan amount by state as of Nov. 23, 2020

The Consolidated Appropriations Act of 2021 provides updated guidance on the use of emergency rental assistance funding with 90% of all funding designated to rent, utility, and home energy costs – current or in arrears, as well as other housing expenses resulting from the pandemic. Additionally, 10% of all funding may be allocated to agency services – such as case management and administrative costs. IEM has thoroughly reviewed the updated guidance provided in the new relief bill to build and execute a program design that expedites assistance to applicants and complies with all federal eligibility and prioritization requirements.

4.2 PROPOSED SERVICES AND WORK PLAN

4.2.1 STAFFING

IEM's experience in delivering program success in similar disaster and public health-related initiatives underscores the necessity of developing local resources who understand the impacted communities first-hand and, most importantly, are empathetic to the individuals and families whose housing is at-risk. Our staffing structure for this program involves a single Program Director that will be dedicated to this project for the full-term of the engagement. The Program Director will be fully authorized to access whatever corporate resources, including staffing, equipment, or information technology, necessary to support the success of the project and provide additional wins for Cumberland County, the City of Fayetteville, and its residents.

The IEM team provides access to a deep bench of specialists and experts on all aspects of 2 CFR 200 guidance, programs, policies, and regulations related to disaster and pandemic management, response, and recovery. IEM has provided detailed information about the experience and qualifications of our Key Personnel below.

KEY STAFF BIOGRAPHIES

Marilyn Callwood Program Director

Ms. Callwood thoroughly understands the complex budgetary principles and regulatory environment of federal and state grants and housing programs. As a Federal and State grant administrator and manager with experience providing direct oversight and support for multiple teams, Ms. Callwood is an ideal resource for Iowa. Her extensive program experience includes Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), Community Development Block Grant (CDBG and CDBG-DR Disaster Recovery), Home Investment Partnership Program (HOME) and State Housing Initiatives Partnership (SHIP) compliance and project management. A team builder with exceptional written and oral communication skills, creativity, and flexibility, Ms. Callwood is not only well versed in regulatory requirements, federal laws, rules, and trends, but possesses a demonstrated effectiveness collaborating and communicating with government agencies, clients, and colleagues.

Leonard Horowitz Call Center Manager (System)

Mr. Horowitz is an experienced call center and customer operations manager with more than 12 years of experience working with organizations to increase their customer service capacities. Mr. Horowitz possesses strong team leadership, motivational, and coaching skills. He has worked with government agencies during emergencies to manage contact centers, managing intake coordinators, and acting as the main point of contact with emergency services. Mr. Horowitz is skilled in performing quality checks, performance reports, and implementing measures to meet project objectives.

Katrina Hill
Call Center/Case
Management Manager

Ms. Hill began her 9-year career in project management, construction management, and disaster relief as an AmeriCorps member, where she focused on community disaster response and safety education in the US Pacific region, built homes for low-income families with Habitat for Humanity in Sacramento, and renovated and restored structures damaged by Hurricane Sandy in New Jersey. After AmeriCorps, she served as a Housing Advisor for the reNewJerseyStronger program, where she managed construction projects, budgets, training, and assisted program applicants with grant documentation, and as a Construction PM for Northeast Homes, where she oversaw crews managing multiple projects. Since 2017, Ms. Hill has provided project management at IEM to assist disaster-affected survivors, helping them rebuild their lives and continue recovery progress by resolving issues and aligning efforts among individual homeowners, trades, and municipal representatives.

Mona DeRosa
Senior DOB/Eligibility
Lead

Ms. DeRosa has served nearly seven years as a Project Manager responsible for DOB/Applicant Eligibility and Quality Control on some of IEM's largest and most complex grant-funded recovery programs, including the RestoreLouisiana (ReLA) and New York Rising initiatives. Personable and professional, Ms. DeRosa brings extensive technical experience with public grant programs along with an investigative mindset, making her an ideal candidate for compliance-oriented project delivery. Ms. DeRosa earned her Bachelors of Science in Criminal Justice and Paralegal Certificate from the John Jay College of Criminal Justice, New York City.

Nycole Nguyen
Finance Team Manager

Ms. Nguyen has over 15 years of experience with Financial Analyses, Accounts Payable, Trade and Finance, and performing detailed reviews of accounts to ensure that they are accurate, and complete. Ms. Nguyen currently serves as the Financial Analyst for CB&I, where she responds to internal and external audit requests, as well as DCAA Inquires.

Jill DiLorenzo
Quality
Control/Compliance
Manager

Ms. DiLorenzo is a highly motivated operations and management professional with a field-tested and proven ability to develop, implement, and oversee administrative procedures that increase productivity and efficiency. She has excellent organizational and leadership skills with a proven track record of advancement based on performance and dedication. Ms. DiLorenzo currently provides program quality control, eligibility, and duplication of benefits verification for the Restore Louisiana Program.

ADDITIONAL STAFF

In addition to our well-rounded compliment of grant management professionals, IEM commits to hiring county and city residents to fill job openings. Our projects are opportunities to provide high-quality jobs in the local market and boost local economies. In the current environment, this is critical support desperately needed – especially for those who are unemployed because of the COVID-19 pandemic. IEM firmly commits to the county and the city that our staffing selection process will prioritize local residents and Section 3 hires, for new job opportunities that arise from this project.

The applicant representative case management team will be comprised of five (5) to ten (10) Case Managers, with capacity to increase based on intake volume, who will assist with income and benefit verification. Case managers work with program applicants to explain program rules and options, assists with application completion and document verification, and provide considerable, timely, and ongoing follow-up to each applicant with respect to case status, timelines, and other expectations. This group will review applications for completeness prior to submitting to eligibility review and will remain each applicant's singular point of contact for the applicant's time in the program.

This team will be led by two (2) Case Management Leads with proven experience serving applicants seeking housing recovery, rental, or interim mortgage assistance. These featured staff will provide the backbone of our Emergency Rental Assistance program support team, ensuring that all work is completed with Cumberland County and the City of Fayetteville outcomes in mind and in compliance with agreed upon SOPs, performance standards, County, City and Federal regulations.

Our case management team will be supported by back-office specialists assisting with eligibility and program disbursement quality control reviews. This team is comprised of four (4) eligibility reviewers and two (2) funding QC specialists. Rounding out our team, additional program support will be provided for Financial Management and Accounting, Information Technology, and Reporting.

4.2.2 IMPLEMENTATION

IEM has a demonstrated success record of developing impactful teams for grant management and administrative services initiatives similar to Cumberland County and City of Fayetteville's Emergency Rental Assistance Program throughout the nation. Having delivered services for programs totaling more than \$10 Billion and benefiting more than 100,000 households, with a record of doing it faster than any other firm in the nation, IEM welcomes the opportunity to support County and City applicants in the most urgent need of emergency rental assistance.

IEM is committed to starting the Cumberland County and City of Fayetteville Emergency Rental Assistance Program starting Day 1 – with full operations underway within 7 days of contract signature. And this speed is a promise IEM will deliver, supported by our team's operational startup of other programs within the same timeframe – including our CDBG-DR Housing deliveries in Florida and North Carolina.

IEM's delivery is schedule-driven, outcome-focused, and puts the County and City's residents first. This value system that fuels and inspires us to do more for our clients and deliver quality at each step of the programs we run. The unwavering commitment to these values at all levels empowers our team to deliver tailored, innovative, and effective solutions that assist communities in these uncertain times.

PROGRAM INITIATION AND PLANNING

IEM proposes holding a project kickoff meeting with Cumberland County, City of Fayetteville, and key stakeholders within 24 hours of contract signature to identify immediate and long-term objectives, needs, and opportunities. We will discuss program priorities and desired outcomes, along with preferred communication methods and quality expectations to ensure all stakeholders agree on program goals and outcomes. IEM offers technical assistance in navigating eligible activities specified in this new round of funding to execute the vision of strategic plans already considered by the County and the City. With the development of another round of prospective funding already under review by the Federal government, the IEM team will also lend support to the county and city's development and administration of a comprehensive plan for future initiatives and funding in full compliance with all program and federal requirements.

Immediate, Sustainable Capacity with Non-Profit Coordination: IEM affords immediate capacity to begin and sustain operations, as well as provide technical knowledge for the design and implementation of public benefit programs and activities that prevent future displacement of Cumberland County and City of Fayetteville residents suffering a loss of income as a result of the COVID-19. IEM will conduct outreach to local non-profits, tenant counseling and social services organizations, and other safety net and volunteer organizations in the County and City area. The IEM team understands the multiple layers of ongoing non-profit assistance already being provided in affected locations – including local and county-wide health, financial, and food security initiatives – that may impact the ability to provide additional resources to the communities being served. In light of this, IEM will work in coordination with these organizations and community groups to build partnerships that leverage existing and ongoing participation with in-kind programs and initiatives without affecting those organization's own bandwidth or capacity. This will not only help generate positive support for the program, but also increase the speed and efficiency with which the program can identify and reach eligible residents.

We fully understand the need to identify applicants and qualify them for program benefits quickly; imminent eviction is as time sensitive as it gets. IEM will begin work upon notice of award, prior to contract execution, to ensure that the tenants can breathe a little easier knowing that their rental assistance will be delivered timely. With two different target stakeholders, tenants and their landlords, this program will need to be tackled on both fronts simultaneously. Our operational model allows for us to manage both lanes seamlessly.

Strategic Prioritization and Community Outreach: The pandemic's economic and health impacts are exacerbating the nation's affordable housing and homelessness crises—adding more low-income renters to the millions already experiencing housing instability and at risk of eviction and homelessness. As states and localities allocate emergency rental assistance funds to help renters avoid losing their homes, local leaders must decide where to prioritize their resources.

To help inform those decisions, IEM will assist Cumberland County and City of Fayetteville by developing a community-based process to target areas where resources for residents are likely to have the greatest impact on reducing housing instability and homelessness. Within the basic eligibility requirements outlined by the Federal government for states, counties, and localities participating in direct funding to households seeking emergency rental assistance, the funding bill identifies three tiers of prospective applicants as priorities for assistance:

1. Households with incomes less than 50% of the Area Median Income (AMI)
2. Households with one or more unemployed individuals as of the date of application and not employed for the 90 days prior to application, and
3. Any additional priority criteria established by the Program.

IEM commits to executing this program to ensure program funds are spent in accordance with all Federal statutes and regulations in conjunction with the County and City's Emergency Action and Citizen Participation plans, and that households meeting priorities for assistance are documented in and reportable out of the program system of record.

Regular Meetings and Reporting: IEM proposes regular meetings facilitated by our Program Director in coordination with county and city staff as well as stakeholders to discuss program progress, lessons learned, and additional recommendations to address short and long-term community needs. Additionally, progress reports will be provided to county and city staff to measure production against goals.

PROGRAM EXECUTION

Speed and efficiency are engrained in IEM's DNA. We believe that effective program management moves eligible residents rapidly through our programs, helping Cumberland County and City of Fayetteville's most-vulnerable and at-risk citizens stay in their homes, participate in financial planning to sustain their households in these trying, uncertain times, and gain peace of mind.

System of Record: IEM offers expert management of the rental assistance funding made available through this program with our innovative web-based software application, RentAssistIQ™. RentAssistIQ™ is our proprietary application management tool to process Emergency Rental Assistance Program funds applied for by landlords and tenants through the application, eligibility, and funds disbursement processes. RentAssistIQ™ provides applicant-facing modules to complete applications and review case status, as well as program-facing workflow modules to complete eligibility and award calculation reviews – supporting document uploads and regular notification of application status to program applicants.

RentAssistIQ™ offers:

- A secure, compliant system (e.g., HIPAA, FedRAMP) that is web/mobile accessible, 508 compliant, and meets data privacy and security requirements for protecting Personally Identifiable Information (PII) as required in section 501(g)(4) of Division N of the Act
- Visually rich dashboards that provide end-to-end reporting and workflow support from application through closeout
- Real-time reporting to track where funding is being disbursed and distributed
- Built-in fraud controls, including the latest AI-based fraud detection technologies, to ensure monies reach the intended individuals in need
- Live chat, individualized applicant landing pages, and application status tracking
- Role-based access that is auditable down to the field level
- Robotic process automation capability

Additionally, RentAssistIQ™ manages program data through structured reporting that fulfills US Department of Treasury reporting requirements pursuant to section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities.

Our system's architecture provides for the collection and reporting of the following – at a minimum:

- Address of the rental unit
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider
- Amount and percentage of monthly rent covered by ERAP assistance
- Amount and percentage of separately stated utility and home energy costs covered by ERAP assistance
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities, and home energy costs, utilities and home energy costs arrears) provided to each household
- Amount of outstanding rental arrears for each household

- Number of months of rental payments and number of months of utility or home energy cost payments for which ERAP assistance is provided
- Household income and number of individuals in the household
- Gender, race, and ethnicity for the primary applicant for assistance
- Number of applications received to report acceptance rate of applicants for assistance
- Any other information required to fulfill oversight and monitoring requirements

The following screenshots provide views of the applicant landing page and application portal, along with an executive dashboard that program management will use to track and monitor progress for the life of the program.

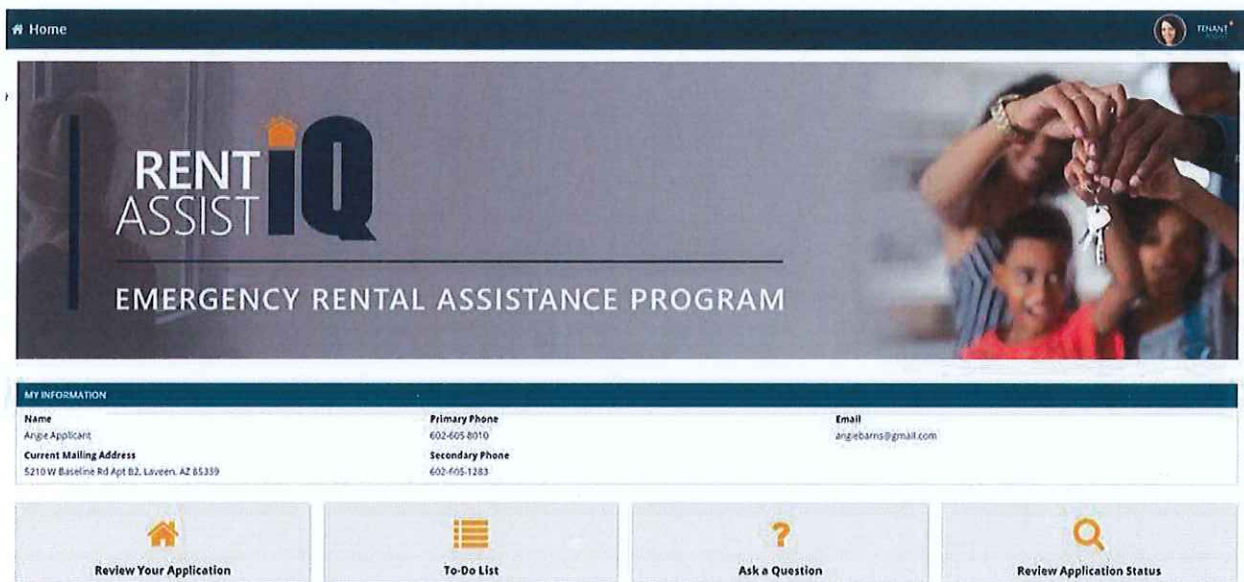


Figure 3: Applicant landing page for RentAssistIQ™



Figure 4: Executive Dashboard

Application Process and Document Intake Operations: The IEM team will employ a multi-faceted approach to extending coverage to residents across Cumberland County and the City of Fayetteville. Case managers work with program applicants and their housing providers to explain program rules and options, assist with application completion, document eligibility and benefit verification, and provide considerable, timely, and ongoing follow-up to each applicant with respect to case status, timelines, and other expectations.

Landlords may assist renters in applying for the program or apply on behalf of renters. With the integration of RentAssistIQ™, applicants are provided the option to create an account and complete an application using the online self-service portal; applicants who need assistance in completing their application may contact the program – where a program representative will assist them through the process.

IEM will work directly with applicants to ensure the conditions outlined in the Consolidated Appropriations Act are met and documented in the system of record – including:

- Obtaining Tenant Signatures for the Application.
- Providing Documentation of Application to the Tenant.
- Using Payments Received to Satisfy Tenant Rental Obligations.
- Compliance with All Other Program Regulations.

Particularly in light of the novel coronavirus and the impediments to traditional intake caused by the ongoing pandemic, IEM will integrate online teleconferencing services to support intake operations through grant closing to the maximum extent feasible. This option will be available to residents attending on-site meetings, or who have opted to complete and continue their program enrollment from home.

IEM also proposes the use of other non-traditional, value-added customer service features available to residents within the application completion and intake coordination processes – such as mobile outreach events, home visits, and curbside pickups – that maximizes residents' involvement and brings the program to homeowners who are in most urgent need of these services. For residents who are elderly, disabled, infirmed, immobile, or otherwise require special accommodations, the IEM team offers home visits and curbside pickups of required documentation to ensure the maximum speed of service to residents most in need. In working with assigned

residents, case managers will schedule home visits to applicants to complete applications or receive required documentation to complete their program enrollment. Assigned case managers will coordinate the pick-up of needed or outstanding documentation from homeowners – prioritizing applicants who are immobile, infirmed, disabled, or in need of immediate, emergency assistance. The assigned case manager will provide an exhaustive list of outstanding documents. When a homeowner is ready to provide those documents via curbside pickup, a dedicated team of outbound outreach specialists will interface with homeowners to coordinate receipt of those documents through scheduled pickup dates and times.

Homeowners who have responded to application questions that indicate potential ineligibility for assistance will be triaged and handled by a strike team solely dedicated to the ineligible review for these applicants. This allows our case management team to focus our prospective eligible and priority populations fast and early upon homeowner application completion, while providing targeted support in order to assist more complex cases.

After completing applications and conducting interviews, the case management team will then review applications for eligibility and completeness and will serve as a singular point of contact for residents throughout the duration of the program.

Eligibility and Award Calculation Reviews: Updated federal guidance stipulates a new set of thresholds and conditions to be eligible for emergency rental assistance.

The following table, Table 1, identifies these regulatory requirements and the methods employed by the IEM team to document compliance within the system of record:

Table 1: Eligible Households

Eligible Households (as defined in Federal Guidance)	
One or more household members must be qualified for unemployment benefits or have directly or indirectly experienced loss of income, significant costs, or other financial hardship resulting from the pandemic.	<p>Applicants may submit proof of unemployment benefits first received on or after March 13, 2020.</p> <p>Additionally, applicants may provide income documentation prior to and after the start of the pandemic, a self-certification of financial hardship, or any other financial documentation to be evaluated by the Program.</p>
One or more household members are at risk for experiencing homelessness or housing instability.	<p>Applicants may provide past due utility bills, rent notices, or eviction notices.</p> <p>Applicants may also provide any other evidence of such risk to be evaluated by the Program.</p>
Household income may not exceed 80% of the Area Median Income based on total income for 2020 or demonstrated monthly income at the time of program application.	<p>Applicants must provide documentation to allow the program to calculate their total annual income for 2020 or monthly income at time of application in compliance with the annual income definition provided by HUD in 24 CFR 5.609 and using adjusted gross income as defined for purposes of reporting under IRS Form 1040 Series for individual Federal annual income tax purposes.</p> <p>For determining annual income, applicants will provide policy-approved source documentation evidencing annual income (e.g. wage statement, interest statement, unemployment compensation statement) or a copy of Form 1040 as filed with the IRS.</p> <p>For monthly income, applicants may provide income source documentation for the two months prior to the submission of the program application for assistance. Income documentation must be provided for all household members over the age of 18.</p>

In addition to these requirements, IEM will document eligibility for each of the following thresholds, or as otherwise prescribed by the County and City's program policy, in RentAssistIQ™ to validate program eligibility and calculate assistance amounts:

- ✓ **Property Ownership of Landlord:** IEM will verify property ownership of each tenant's landlord through a review of the 2020 Property Tax Records. If the program team is unable to verify ownership through the tax rolls, landlords may also provide one of the following to verify ownership: warrant deed, fee simple title, life estate or trust documents, proof of mortgage, or act of donation.
- ✓ **Rent/Utility Calculations:** IEM will collect and validate documentation regarding the amount of rent – in arrears and current – to complete the program award calculation and document the electronic file. Federal guidance stipulates that assistance is capped at 12 months, plus an additional three months, if necessary, to secure housing stability.
- ✓ **Utility Calculations:** IEM will collect and validate documentation regarding the amount of utility and home energy costs – in arrears and current – to document the program's award calculation and document the electronic file. US Department of Treasury guidance, issued on January 19, 2020, define "utilities and home energy costs" as separately stated charges related to the occupancy of rental property. Accordingly, utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities and will not be eligible for program awards. Utilities that are covered by the landlord within rent will be treated as rent.
- ✓ **Documentation of Prior Rental Assistance Funding:** Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, and local assistance provided for the same costs. IEM will verify and document any prior duplicative assistance to complete the program award calculation.
- ✓ **Any other program eligibility requirements stipulated by Cumberland County and City of Fayetteville in the program's policy guidelines.**

Upon submission of all required documentation, the IEM team commits to providing enrolled households with an eligibility decision and calculation of grant amounts for final approval by the County or City within one to three business days. Case Managers will document eligibility and award calculations using automated checklists within RentAssistIQ™ that document the times and statuses of each review decision supporting audit-compliant level verification of benefits. All program eligibility checklists and award calculations undergo a rigorous quality control process implemented by IEM QC staff members that will be documented in RentAssistIQ™ throughout each program phase.

As outlined by federal guidance for this new funding, agencies will make payments to landlords or utility providers on behalf of eligible households; if a landlord or utility provider is unwilling to participate, the agency may provide funding directly to eligible households. IEM will make every reasonable effort to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. To document compliance of these efforts, IEM will make at least three attempts by phone, email, or in writing – by certified mail, to request landlord or utility provider participation. All efforts will be documented in RentAssistIQ™. If the landlord or utility provider do not respond to the request within 21 calendar days, the program will move forward with issuing rental assistance funding directly to eligible households.

Established Mechanisms to Issue Payment: IEM works with our government clients to provide flexible solutions for grant funding disbursement. IEM has established accounts for grant funding and disbursement for multi-

billion-dollar grant allocations where funding was distributed to program applicants, program vendors and contractors. Additionally, we have maintained applicant funding accounts for projects where applicants are required to contribute their own dollars prior to the program delivering any benefits.

Complete with tight financial controls, including an absolute segregation of duties, and multiple verification steps prior to any disbursements, as well as monthly, quarterly, and yearly reconciliations on the account, IEM's Corporate Controller and Finance Team are the custodians of the accounts. We have operated these accounts in different ways depending upon client preference—funding the account completely with IEM funds, making approved payments on behalf of our client, and then obtaining reimbursement for the eligible, documented expenses; or, our client funds the account as a pass through for funding requests submitted to the client's finance and accounting department. In either case, we open non-interest-bearing accounts with the following protocols:

- Accounts controlled by the Controller and Director of Operations with signature authority for checks
- Monitored by Financial Management Team
- Separate accounts for separate purposes
- Use of Safe Repurchase Agreements (Repos) - sweeps, invested in overnight Repurchase Agreements of investment grade backed securities paying 0% interest to the accounts. This "Safe Repo" product is used for clients that need to protect their deposit balances over the FDIC insured coverage, but do not want or cannot earn interest on the funds (such is the case with federal grant funds).
- Seek banks that use the IBM® Security Trusteer Rapport™ software
- Use of security tokens issued by financial institution to access accounts via banking website
- Positive Pay to help identify and prevent fraudulent, altered, and counterfeit checks
- ACH Block to ensure only checks are issued on behalf of the program and prevent a fraudster from using the routing and account numbers visible on physical checks to make purchases or send money via the ACH process. If paper checks are preferred, all checks are locked in a safe accessible only with two keys, both of which must be present to access the check stock.
- Should ACH be preferred, IEM uses ACH Positive Pay where similar to the paper check detail uploads, ACH positive pay files are uploaded for ACH payments, including the payee name, amount of payment and banking information. These transactions can be reviewed and released by a second person to ensure proper payment.

IEM has conducted these activities most recently in Louisiana for housing recovery operations resulting from the 2016 floods. From April 2017 through April 2020, \$460M in CDBG funds flowed through the CDBG Checking Account and all funds were disbursed within the time allowed by HUD for disbursement to homeowners (72 hours). IEM's Accounting System, Deltek Costpoint, in conjunction with a Bank of America bank account, can handle numerous types of payments needed. We can issue paper checks as well as ACH/EFT directly to landlord accounts.

PROGRAM MONITORING: QUALITY ASSURANCE AND CONTROL

IEM minimizes risk through quality control processes integrated at each task level. Our Quality Assurance and Control testing across our projects yields powerful insight into project progress and compliance. IEM's QA/QC philosophy, which permeates every one of our housing projects, is that quality must be invested in each step and every team member must be accountable for producing quality deliverables. Emphasis on initial deliverable production accuracy is key and we support our staff through additional reviews prior to product submission to the county's system of record. Each producer, manager, QC reviewer and approver in our organization is held to our quality control and quality analysis standard operating procedures.

The IEM Team's approach is an ongoing, fluid-monitoring approach, creating the proper mechanisms and controls to ensure an audit-compliant application while detecting and preventing problems as they may arise. We require

peer (one-over-one) reviews of every applicant file – including a thorough review throughout the application intake, eligibility, award, funding (landlord or household disbursements), and file closeout checkpoints documented in the system of record. As case managers identify applications ready for pre-award QC review, team leads will review applications prior to submission for completeness and accuracy within RentAssistIQ™. This mechanism will allow case management leads to identify issues at the case management level and ensure those issues are addressed in ongoing team trainings. At the intake level, the lead will also be tasked with processing and assigning cases identified for triage by case managers. This triage will re-associate complex or face-value ineligible residents to a dedicated strike team that specializes in processing ineligible applicants.

Once a file has been identified for pre-award quality control, a full-file, one-over-one review will take place at the verification state in order to review and confirm all information and documentation provided is in accordance with program, state, and federal policies and guidelines. This review also establishes the accuracy and consistency of information, along with the proper coding and execution of certifications, authorizations, and other program-submitted documentation.

For eligible applicants receiving funding, the IEM QC team will also confirm the award calculation through a document-to-calculation matching protocol, which requires QC reviewers re-review the documentation provided for the accuracy and completeness of financial inputs to permit audit-compliant benefit calculations and disbursement outputs.

IEM employs former Internal Auditors and experienced financial management specialists and accountants. They have disbursed over \$1 billion in funds for multiple housing programs and clients. We enforce tight and rigorous fiscal controls and will use real-time data analytics and sophisticated algorithms to monitor for indicators of fraud. We will have detailed accounting reports to reconcile cash balances with cash disbursements. Any indication of fraud will be vigorously investigated, and documentary evidence provided to the County and the City.

IEM's QA/QC team maintains these compliance controls such that they provide performance tracking and a basis for individual, team, and program training and re-training at the case level. These controls prevent duplication of effort and biased reviews, which incrementally reduces costs over the duration of the program and minimizes procedural errors as identified by the QA/QC team in a manner that ensures the most responsible allocation of State funding.

IEM utilizes the project management Plan-Do-Check-Act (PDCA) cycle for monitoring and controlling our programs. This ongoing assessment supports the continuous improvement of processes to deliver our programs with the highest degrees of speed and quality for the benefit of the people and clients we service. We work with our clients to develop strategic plans for delivering their vision to their residents, and we execute on them. Throughout the execution phase of the program, we review our data and processes, test them, analyze the results, and identify areas to maximize program benefits, identify problems or root causes, and document lessons learned. We will make data-driven and supported recommendations to the County and City based on what we learned in each study step, how that knowledge supports reconsideration of ongoing policies and processes, and mapping any suggested policy or program recommendations using our team's expert knowledge of best practices utilized in prior and current housing and coronavirus aid administration programs.

5.0 PROPOSED SCHEDULE

KEY MILESTONE/ DELIVERABLE	DAYS (AFTER CONTRACT AWARD)	NOTES
Contract Executed	n/a	
Key Staff Available and Trained	5	Milestone
Call Center Operational, Numbers Assigned, Dual Language CSR and SMS Scripts Ready for Review by County & City, Commence Stress and Reliability Testing	5	Milestone
Call Center Training Plan for Review by County & City	7	Milestone
Case Management Training Plan for Review by County & City	7	Milestone
Application Review Procedures and Process Flows Ready for Review by County & City	10	Milestone
Deliver BCP and DRP for RentAssistIQ and CC System	10	Service Deliverable
Software Release Management Plan	10	Service Deliverable
Help Desk Service Plan	10	Service Deliverable Milestone, continuous activity follows
CSR and CSR Supervisors on Board and Trained	10	Call Center Coordinator/Manager on board with key staff
Case Managers, DOB Reviewers, Finance Team and Compliance on Board and Trained	10	Associated team management on board with key staff
Training for Contractor and State Staff on RentAssistIQ Intake/Application System	14	
Training Materials and Desktop Aids Available	14	Milestone
Inquiry Log and Procedures Ready to Implement	14	Milestone
End User Training in Webinar Media Ready	14	Service Deliverable
Go Live for Initial Intake/Application by Landlords and Tenants via FirstPhase RentAssistIQ MVP	14	Early Commence Pipeline Ready, Milestone
Bank Account(s) with Access and Fraud Controls Established, Ready to Receive First Advance Funds from County & City	15	
Training Status Reports	17	First milestone, bi-weekly activity follows
Commence Pipeline for First Program Phase, Open Application Portal in RentAssistIQ for Landlords and Tenants	18	Critical Milestone
Call Center Staff Initiates Answering Calls	18	Continuous activity through year 1 end, 7 days/12 hours
Case Management Staff Initiates Activity	18	Continuous activity through year 1 end, 6 days/12 hours
Surge Staffing with Addition of Required Call Center and RentAssistIQ Seats	Week 4 through 8	As required or at direction of County & City to handle initial application spikes
First Required Daily Metrics Report	18	Milestone, daily activity follows
First Daily Case Manager Performance Report	18	Milestone, daily activity follows
Initiate Hypercare Support	18	Service Deliverable Milestone
First Daily Production Brief	18	Service Deliverable Milestone, daily and weekly activity follow
All Required Background Checks Complete and Validation Provided to County & City	20	Milestone, exception for surge staff added

KEY MILESTONE/ DELIVERABLE	DAYS (AFTER CONTRACT AWARD)	NOTES
All Non-Disclosure Statements and Validation of PII Training Provided to County & City	20	Milestone, exception for surge staff added
IEM Prepared to Host Team Meetings and BP Sessions	21	Milestone, continuing activity follows
Written Policies Produced for County & City Review for Case Management, QC, Fraud Detection, Collection of Landlord Documents, Appeals, Other	21	Milestone
First Weekly Payment File Prepared	21	Milestone
Commence First Electronic Payments to Applicants	TBD	In accordance with County & City phasing plan, continuous thereafter
First Weekly Program Budget/Disbursement Report	21	Milestone, weekly activity follows
Conduct DR Test and Correction Plan	28	Service Deliverable
First Monthly Reports: Operations and Maintenance, Help Desk Performance	30	Service Deliverable Milestones, monthly activity follows
Conduct First Pen Test, Remediation Report	30	Service Deliverable Milestone, quarterly activity follows
Deliver Phase 2 (second sprint) Functionality in RentAssistIQ Production Environment	32	
Deliver Phase 3 (third sprint) functionality in RentAssistIQ Production Environment	46	Targeting full functionality against all requirements 6 to 8 weeks ACA
Additional RentAssistIQ Sprints as Requested by County & City	TBD	Optional based on perceived evolution of need for additional functionality
65% of ERAP Allocation Obligated	200	Critical Milestone, based on US Treasury requirement
Produce Year End Production Report and Recommendations for County & City	281	If Program funding is 100% distributed prior to this Milestone, prepare deliverable at time funds are fully depleted
100% of ERAP Allocation Expended	291 (Dec 30, 2021)	Critical Milestone, US Treasury requirement
End Performance	291	

6.0 ESTIMATED COSTS

On the following page, please find a table of hourly rates and estimated costs.

IEM

Submitted for:

Emergency Rental Assistance Program Administration Services

Submitted to:

Fayetteville Economic and Community Development Department, and: Cumberland County Community Development Department

Labor Category	Hourly Rate *	Task 1		Task 2		Task 3		Total Hours	Total Estimated Costs
		4.1.A Implement the Program		4.1.B Determine Household Eligibility		4.1.C Use an Application Process and Grant Management System			
Program Director	\$ 187.31	165	\$ 30,906.15	165	\$ 30,906.15	170	\$ 31,842.70	500	\$ 93,655.00
Call Center Manager	\$ 103.93	108	\$ 11,224.44	108	\$ 11,224.44	108	\$ 11,224.44	324	\$ 33,673.32
Call Center / Case Management	\$ 97.00	165	\$ 16,005.00	165	\$ 16,005.00	170	\$ 16,490.00	500	\$ 48,500.00
Senior DOB / Eligibility Lead	\$ 103.92	133	\$ 13,821.36	133	\$ 13,821.36	134	\$ 13,925.28	400	\$ 41,568.00
QC / Compliance Manager	\$ 131.22	106	\$ 13,909.32	106	\$ 13,909.32	106	\$ 13,909.32	318	\$ 41,727.96
Finance Team Manager	\$ 112.27	68	\$ 7,634.36	68	\$ 7,634.36	68	\$ 7,634.36	204	\$ 22,903.08
Reporting & Data Analytics	\$ 107.01	68	\$ 7,276.68	68	\$ 7,276.68	68	\$ 7,276.68	204	\$ 21,830.04
Payment Specialists	\$ 68.44	68	\$ 4,653.92	68	\$ 4,653.92	68	\$ 4,653.92	204	\$ 13,961.76
Call Center Agent	\$ 31.38	1,000	\$ 31,380.00	1,000	\$ 31,380.00	1,000	\$ 31,380.00	3,000	\$ 94,140.00
Call Center Supervisor	\$ 35.26	1,000	\$ 35,260.00	1,000	\$ 35,260.00	1,000	\$ 35,260.00	3,000	\$ 105,780.00
Case Manager	\$ 38.73	1,000	\$ 38,730.00	1,000	\$ 38,730.00	1,000	\$ 38,730.00	3,000	\$ 116,190.00
Case Manager Supervisor	\$ 46.32	1,000	\$ 46,320.00	1,000	\$ 46,320.00	1,000	\$ 46,320.00	3,000	\$ 138,960.00
Dedicated IT Support	\$ 107.01	68	\$ 7,276.68	68	\$ 7,276.68	68	\$ 7,276.68	204	\$ 21,830.04
DOB / Eligibility Reviewers	\$ 68.44	68	\$ 4,653.92	68	\$ 4,653.92	68	\$ 4,653.92	204	\$ 13,961.76
Subtotal IEM Labor Hours/Costs		5,017	\$269,051.83	5,017	\$269,051.83	5,028	\$ 270,577.30	15,062	\$ 808,680.96
Total ODC			\$ -		\$ -		\$ -		\$ -
Total Travel **			\$ -		\$ -		\$ -		TBD
Total Estimated Costs		5,017	\$269,051.83	5,017	\$269,051.83	5,028	\$ 270,577.30	15,062	\$ 808,680.96

* Hourly Rates include overhead and profit per RFP Section 4.2.6.

** Any pre-approved IEM travel will be invoiced according to GSA per diems in effect at that time.

7.0 SUBCONTRACTORS

IEM does not propose any subcontractors for this effort.

8.0 REFERENCES

Please find the following reference letters (and reference contact information) on the pages that follow:

- City of Shreveport – 1/20/2021
- Orange County Housing and Community Development – 1/12/2021
- Fayetteville PWC – 1/31/2020
- Fayetteville PWC – 10/20/2017



CITY OF SHREVEPORT

P.O. BOX 31109 SHREVEPORT, LA 71130 • 505 TRAVIS STREET SHREVEPORT, LA 71101
Website: www.shreveportla.gov

January 20, 2021

To Whom It May Concern

RE: Letter of Reference for IEM

This letter provides my recommendation of IEM to support your agency and jurisdiction with Housing and Urban Development (HUD) Community Planning and Development (CPD) and COVID-19 recovery programs, specifically in providing technical assistance and training for staff and subrecipients. IEM has provided guidance to Shreveport in the wake of COVID-19 and members of their consultant team, namely Earl Randall, Kathie Clark and Jared Jakubowski have provided exemplary technical assistance and program oversight for our HUD formula programs, Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Home Investment Partnership (HOME), Housing Opportunities for Persons with AIDS (HOPWA), and several other cross-cutting areas over the years.

IEM is an experienced contractor and industry leader in Community Development Block Grant Disaster Recovery (CDBG-DR) programs. I know IEM by the caliber of leaders assigned to communities, and the names above are three of the best for this type of assignment. Earl Randall and Kathie Clark have guided Shreveport in the administration of our HUD CPD portfolio for many years as CPD representative during their tenure with HUD. Earl also worked with our community after devastating floods and helped us to leverage our HUD CPD funding to create strong public/private partnerships that included our entire HUD portfolio (CPD, Multifamily, Public Housing and Secretarial Initiatives). Jared Jakubowski served the community of Moore, Oklahoma as Director of Community Development and was my counterpart and a peer that willingly shared knowledge and experience.

IEM's knowledge and expertise with HUD regulations and their agency relationships will be very helpful, and I believe that IEM would provide excellent customer service to you and your grantees. I recommend IEM as a valuable partner who will demonstrate quality service outcomes to you, your programs, and your stakeholders.

If you need anything further, please do not hesitate to contact me at 318-673-5901 or bonnie.moore@shreveportla.gov.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Moore".

Bonnie Moore
Director



DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

ROGER UMINSKI II
DIRECTOR
ADMINISTRATIVE SERVICES

MIKE KAVIANI
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY
DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

SHERRY TOTH
ACTING COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

January 12, 2021

To Whom it may Concern

Letter of Recommendation for IEM

The County of Orange California has been working with Innovative Emergency Management Inc. since June of 2020. IEM has been a consulting partner providing guidance to multi departments in then County and provides grant management and project management services for HUD CDBG Programs including but not limited to assisting with the program design, pre-application and application process, project development, bidding and pre-construction, construction and closeout associated with the Programs. IEM has also provided guidance to the County to prepare for, respond to and recover from the COVID-19 pandemic projects though out the Urban county program participating cities as well as County programs.

The IEM Team is a welcome partner and I highly recommend their services.



Craig Fee
County of Orange Community Development Manager
1501 E St Andrew Place
Santa Ana CA 92705
(949) 527-0599
Craig.Fee@occr.ocgov.com

OC HOUSING &
COMMUNITY DEVELOPMENT
1501 E. ST. ANDREW PLACE, 1ST FLOOR
SANTA ANA, CA 92705
PHONE: 714.480.6534
FAX: 714.480.2978

DARSWEIL L. ROGERS, COMMISSIONER
WADE R. FOWLER, JR., COMMISSIONER
EVELYN O. SHAW, COMMISSIONER
D. RALPH HUFF, III, COMMISSIONER
DAVID W. TREGO, CEO/GENERAL MANAGER



FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

1/31/2020

Innovative Emergency Management
2601 Slater Road, Suite 200
Morrisville, NC 27560

RE: IEM Reference Letter

PWC is an Electric Water and Wastewater utility that is considered a Legal Utility Authority in the State of NC. We are in Fayetteville NC and employ nearly 650 employees. Fayetteville is known for Fort Bragg which is the one of the worlds largest Army bases. PWC serves nearly 300,000 customers 80,000.

Fayetteville is located uniquely west of I-95 which is viewed as the hurricane central. Over the years we have been devastated by natural disasters included Fran in 1996, Matthew in 2017 and Florence in 2019. In total we have incurred nearly 50million in losses due to hurricanes since 1996. As a result, we take great pride in responding to and be prepared for Hurricanes. Part of our plan is to identify and contract with response partners that fit our philosophy. IEM is one of those partners. Over the past 4 years we have counted on IEM to perform in critical situations and they have not disappointed PWC. Some of the projects that they have performed include the following:

- Complete revision to our Emergency Response Plan (multiyear project to update current plans underway)
- Multiple Property Assessments using unique drone technology (several fly overs needed in emergencies)
- Public Assistance for FEMA claims (all FEMA filing due to 2 major hurricanes with values near \$15million)

PWC is an organization that believes in fair pricing, high quality, reliability and fair pricing. IEM understands these values and do a good job of meeting our objectives. They are also very open minded, customer centric, prompt and very skilled. They seem to understand exactly what we need as the customer and they don't try to up sale on unneeded items.

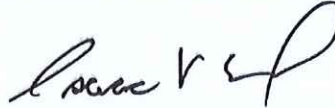
All in all, we are extremely pleased with IEM and we view them as long-term partners. They have gained the respect of our operations teams and executive staff. I can confidently speak for everyone here in saying that IEM and their team are top of class. I don't have a negative thing to say about their performance and if there was ever anything, I have full confidence that Don and his team would promptly address it.

Innovative Emergency Management
January 31, 2020
Page 2

If you have any questions regarding, they past performance do not hesitate to call me to further discuss.

Very truly yours,

PUBLIC WORKS COMMISSION




Isaac V. Copeland Director of Risk Management, Contracts and
Procurement Fay PWC
Ike.copeland@faypwc.com
955 Old Wilmington Road
Fayetteville, NC 28301
910-223-4116

NORTH CAROLINA – CUMBERLAND COUNTY

I, George V. Hamilton a Notary Public of ^{Hoke}~~Cumberland~~ County and said State, do hereby
certify that **ISAAC V COPELAND** appeared before me this day and acknowledged that they voluntarily
signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this the 31st day of January, 2020.


Official Signature of Notary

My commission expires: 3/11/2022

(SEAL)



DARSWEIL L. ROGERS, COMMISSIONER
WADE R. FOWLER, JR., COMMISSIONER
EVELYN O. SHAW, COMMISSIONER
D. RALPH HUFF, III, COMMISSIONER
DAVID W. TREGO, CEO/GENERAL MANAGER



FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

October 20, 2017

To Whom It May Concern:

Subject: Letter of Recommendation

PWC was severely impacted by Hurricane Matthew on October 10, 2016. To help us recover from this disaster, PWC had issued a Request form Proposal. Out of six companies that responded, Innovative Emergency Management (IEM) was contracted to assist us with the FEMA claim. IEM was on board and working with us by November 1. From the start, IEM worked with PWC by assisting in the preparation of our Request for Public Assistance, attending the State's Applicant Briefing with our main personnel, meeting with all of our department leads to go over the FEMA process and the various individual department claims, and attending the FEMA Kick-off meeting. IEM assisted our entire company with understanding the FEMA process and also helped us to identify and pull together the various claims. IEM also established a close and amicable working relationship with all of the FEMA personnel and in turn, IEM was able to provide clear and direct narratives to FEMA for our projects, as well as assist our departments with pulling together the appropriate backup documentation for the projects written.

As a public utility, the amount of damage within the PWC system was extensive. Within the first three weeks of the disaster, most of the 600 PWC employees were involved with our response and recovery efforts in one form or another; within the electric division alone, 130 employees charged time to the disaster. However, with the assistance of IEM, PWC anticipates recovering as much reimbursement as possible. IEM has been instrumental with the preparation of Reimbursement Requests made to the State of North Carolina Emergency Management (NCEM).

IEM has shown that they have the knowledge, experience and capabilities to help a company recover from a disaster. IEM prepared for us and in turn, has trained our internal personnel on how to update and submit these reports through Closeout. In addition, IEM worked with our internal engineers to understand FEMA Hazard Mitigation Proposals (HMP) and PWC was able to identify over \$1M in HMP measures. IEM also worked with our internal engineers to understand how Cost-Effective Hazard Mitigation Measures could be used for some of our large permanent repair projects. In addition, they've shown us how to utilize and incorporate Best Engineering/Best Construction Practices into the FEMA write-ups.

The use of all of these measures have been especially important for projects with our insurance carrier, who will cover the base costs on certain project to bring PWC back to pre-event condition. Similar to FEMA, one of the focal points of our insurer has been how PWC will work to ensure that these types of damages do not occur again in the future. Therefore, having these work-ups have been of great assistance for not only our FEMA claims, but our insurance claims as well.

IEM has provided PWC with weekly detailed Project Tracking Reports, which has been utilized not only by department managers and company management, but have further been customized throughout the process pursuant to our needs and specifications. These reports have been utilized by PWC Management who have used this information in our internal budgeting process; PWC Department Managers who used this information to keep track of their projects; and by PWC Finance who utilized this information in dealing with outside auditors.

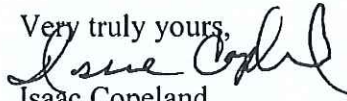
Due to the massive amount of critical infrastructure damaged during Hurricane Matthew, PWC needed assistance with quick and easy identification of debris and damage done to the access roads. Under this same recovery contract with IEM, PWC was able to utilize the IEM Air Ops division, which brought in two teams of certified drone operators. Working with the PWC GIS department and an internal PWC POC, IEM was able to perform both disaster damage related identifications, as well as map specific PWC locations. A beneficial aspect of the IEM drone teams was the fact that they could use various methods of photography; including standard high resolution 4k digital camera photography, and 2 and 3 dimensional orthomosaic mapping of digital pictures. They also used FLIR (Forward Looking Infrared) to visually inspect the electric stations for thermal hot spots, in order to help identify components of the electric power generation plant/system that may need maintenance in the near future. IEM Air Ops and PWC also discussed the possible use of the FLIR in the future to find failed electrical components or identify failed solar power panels.

PWC was able to provide our insurer with this drone footage of our high dollar projects, which was so clear and concise, that our insurer has made it a requirement going forward that should another disaster occur (whether or not it is a federally declared disaster), that PWC immediately deploy drones to assist with the identification of structural damage. The use of the drones under the IEM contract was not only beneficial to PWC, as it saved PWC man-hours that would have been expended to walk all of our ROWs, but the costs associated with the drones, were covered either by FEMA/State; for FEMA eligible non-insured projects, or by our insurer, for insured properties. The drone information was further uploaded to the PWC internal system for our future use should another disaster hit.

Letter of Recommendation
October 20, 2017
Page 3

IEM has brought a high level of experience and assistance to PWC and has ensured that the overall recovery process has run smoothly and effortlessly. PWC would certainly call on IEM to assist us in recovery efforts in the future should there be a need. PWC has already recommended IEM to other entities in the local area and State, and would highly recommend IEM as being knowledgeable and beneficial in the FEMA recovery process.

Very truly yours,



Isaac Copeland

Director of Legal Risk Procurement Services
PUBLIC WORKS COMMISSION

cc: File

9.0 ATTACHMENT FORMS

Please find the following attachments in the section that follows. All attachments are completed, signed, and/or notarized as required.

- **Attachment B:** Execution of Proposal
- **Attachment C:** Certification of Financial Condition
- **Attachment D:** Certification Regarding Lobbying
- **Attachment E:** Non-Collusion Affidavit

IEM also wishes to explicitly acknowledge receipt of Addendum I: Timeline Extension, and Addendum II: Questions and Answers.

RFP Number: 21-21-CD Emergency Rental Assistance Program Administration Services

ATTACHMENT B: EXECUTION OF PROPOSAL**EXECUTION**

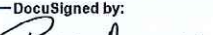
In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The City and County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the City's and County's discretion if the omitted information is considered a minor deviation or omission. The City and County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the City and County determines it is in its best interest to do so, the City and County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Fayetteville City Council and Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Innovative Emergency Management, Inc.		
STREET ADDRESS: 2801 Slater Road, Suite 200	P.O. BOX: 110265	ZIP: 27709
CITY & COUNTY & ZIP: Morrisville, NC 27560	TELEPHONE NUMBER: 919-990-8191	TOLL FREE TEL. NO: 800-977-8191
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Ryan Ausman Manager of Contract Administration		FAX NUMBER: 919-237-7468
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 2/17/2021	EMAIL: contracts@iem.com

DocuSigned by:

Ryan Ausman

EE575EB6159940F...

RFP Number: 21-21-CD Emergency Rental Assistance Program Administration Services

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Innovative Emergency Management, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 12/31/2019

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

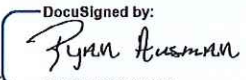
☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

DocuSigned by:

Signature EE575EB6159940F... February 17, 2021
Date

Ryan Ausman Manager of Contract Administration
Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

RFP Number: 21-21-CD Emergency Rental Assistance Program Administration Services

ATTACHMENT D: CERTIFICATION REGARDING LOBBYING

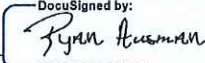
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, Innovative Emergency Management, Inc., 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.

DocuSigned by:

EE575EB6158940F

Signature of Contractor's Authorized Official

Ryan Ausman, Manager of Contract Administration
Name and Title of Contractor's Authorized Official

February 17, 2021
Date

ATTACHMENT E: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of Louisiana
County of East Baton Rouge

Brad Tiffie, being first duly sworn, deposes and says that:

1. He/She is the Director of Operations of Innovative Emergency Management, Inc., the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name: Brad Tiffie

Title: Director of Operations

Date: 2/17/21

Subscribed and Sworn to Before Me,

This 17 day of February, 2021

Notary Public

My Commission Expires: death





SAFE. SECURE. RESILIENT.

EXHIBIT III

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

EXHIBIT IV

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.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 5/14/2021

SUBJECT: FUNDING AGREEMENT WITH KINGDOM COMMUNITY DEVELOPMENT CORPORATION

BACKGROUND

At the Board of Commissioners meeting held on February 15, 2021, the Board approved a funding agreement with Kingdom Community Development Corporation for the organization to use Community Development funds for land acquisition, site clearance, and infrastructure and improvements on eight lots as part of a multi-phased affordable housing development project. The site is located on Elizabeth Street and Lee Street in Spring Lake. Kingdom Community Development Corporation is expected to complete this phase of the development and is preparing for Phase II which will involve construction of four single-family units.

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.

Community Development desires to enter into an agreement with Kingdom Community Development Corporation to construct the affordable housing units. Community Development funds in the amount up to \$500,000 are available for construction (Phase II) 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 May 13, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the May 17, 2021 Board of Commissioners' Meeting:

- Approve the funding agreement with Kingdom Community Development Corporation in the amount not exceed \$500,000

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 _____ day of _____, 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 Home Investment Partnerships Program (HOME); and,

WHEREAS, the County wishes to engage the Community Housing Development Organization (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.

1. Phase II: Construction – HOME funds will be utilized for the construction of four single-family homes located on the property of Elizabeth and Lee Streets in Spring Lake, North Carolina as part of a multi-phased affordable housing development project. The dwelling units will be occupied by low to moderate income households.
2. Development of Other Eligible CHDO Projects. Any funds remaining from the CHDO set-aside, entitlement and match funds that are not used on the development of the project described above may be used by the CHDO to assist in the development of one or more eligible projects as the CHDO and the County may mutually agree in writing in an Addendum to this Agreement. The funds may be used to a) acquire and/or rehabilitate rental housing; b) newly construct rental housing; c) acquire and/or rehabilitate homebuyer properties; or d) newly construct homebuyer properties. It is understood that the CHDO will provide a specific working budget and realistic timetable as it relates to acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage, identifying all sources and uses of funds and allocate HOME and non-HOME funds to activities. The CHDO will ensure that all activities conducted under this Agreement will comply with the project requirements in 24 CFR 92, subpart F and the affirmative marketing requirements in accordance with 24 CFR 92.351.

B. Property Standards

The CHDO will ensure that all properties acquired, improved, or constructed with 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 construction activities shall be completed no later than December 31, 2022. A final accounting for the expenditure of all County funds shall be submitted no later than January 31, 2023. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting.

III. PAYMENT OF EXPENSES

A. Project Expenses

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

IV. BANKING REQUIREMENTS

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

V. FUNDING TERMS

A. Project Development Costs

The County will allocate up to \$500,000 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: \$500,000

B. Future HOME Set-Aside Funds

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

VI. PROCEEDS

A. Sale Proceeds

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

B. Rental Proceeds

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

VII. NOTICES

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

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

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

VIII. PROJECT REQUIREMENTS

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

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

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

The CHDO will ensure that the properties continue to meet the affordability period by including a Declaration of Deed Restriction and Written Recapture Agreement in all documents transferring ownership of the property. If the project is owner-occupied, the CHDO shall ensure that any Promissory Notes and Mortgages recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the CHDO will monitor each unit for principal residency in compliance with 24 CFR 92.254(a)(3). If the property acquired/improved with HOME funds fails to meet the affordability period as described above, the County will implement its Recapture Provision, as further described in Exhibit 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 by HUD, as required pursuant to 24 CFR 92.252. If the CHDO does not meet the conversion and affordability requirements as stated, the CHDO shall be required to repay HOME funds.

D. The CHDO certifies that the activities carried out with CDBG funds, if applicable, shall meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR

570.208(a)(2)(C). As a part of meeting this National Objective, the CHDO shall ensure that it verifies the income of each of its clients in a manner consistent with the Section 8 definition of income, as defined in 24 CFR 570.3.

E. The CHDO will conduct annual on-site maintenance inspections of any rental housing acquired with CHDO funds to determine compliance with the Section 8 Housing Quality Standards (HQS) and the HOME Program requirements. These inspections will be conducted for each unit until expiration of the period of affordability for the HOME assisted unit. Community Development Housing Services staff will perform inspections until such time as CHDO staff has been properly trained by Community Development staff in conducting Section 8 HQS inspections. Following training, inspections shall be the responsibility of the CHDO but will only be relinquished to the CHDO when the Community Development Director has reasonably determined that CHDO staff has been adequately trained.

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

G. The CHDO will comply with all lawful requirements of the County necessary to 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]

**KINGDOM COMMUNITY
DEVELOPMENT CORPORATION**

ATTEST:

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.

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Finance Director Date

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

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public 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

EXHIBIT III

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.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/14/2021

**SUBJECT: POLICY PROHIBITING SALES OF SURPLUS PROPERTY TO BIDDERS
WITH DELINQUENT PROPERTY TAXES**

BACKGROUND

Commissioner Keefe has proposed the Board not to sell surplus real property to bidders who have delinquent property taxes. If the Board wishes to make that a policy, it can do so with the statutory authority to reject bids for surplus property sold subject to the upset bid process. Sometimes bidders make a bid on behalf of another party or assign their bid. For that reason, it will be necessary to require the bid to be made by the party to whom the deed will be made and prohibit the assignment of bids. Attached is a proposed amendment for this purpose to the Policy Establishing the Minimum Bid to Be Considered for the Purchase of Surplus Real Property adopted by the Board February 18, 2019.

RECOMMENDATION / PROPOSED ACTION

If the Board wishes to amend its policy for this purpose, the county attorney recommends the proposed amendment be adopted.

At the May 13, 2021, Agenda Session, the Board voted unanimously to recommend adopting this amended policy.

ATTACHMENTS:

Description

Minimum Bid Procedure

Type

Backup Material

Cumberland County Board of Commissioners
Policy Establishing the Minimum Bid to Be Considered
for the Purchase of Surplus Real Property

Whereas, the Board of Commissioners has established a procedure through the Office of the County Attorney for the sale of the County's surplus real property for the purpose of getting the property back on the tax roll as taxable property; and

Whereas, the Board of Commissioners finds it is contrary to the Board's purpose of getting this property back on the tax rolls to sell it to bidders who owe delinquent property taxes.

Therefore, the Board of Commissioners amends its Policy Establishing the Minimum Bid to be Considered for the Purchase of Surplus Real Property as follows:

1. The Board of Commissioners requests the tax office to review all surplus real property annually and adjust the tax value through the informal appeal process as determined by the review.
2. For foreclosures commenced after the February 18, 2019, in which the county becomes the purchaser, the Board of Commissioners elects, pursuant to N.C.G.S. § 105-376(b), to pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action; and the county shall hold the property for the benefit of all taxing units that have an interest in it.
3. The resale of properties acquired by the county through tax foreclosures shall be in accordance with N.C.G.S. § 105-376(c).
4. For the first five years after a property acquired by the county through a tax foreclosure is designated as surplus property, the minimum offer to be accepted for consideration by the Board of Commissioners shall be the amount of the foreclosure judgment or the tax value, whichever is less.
5. After five years on the surplus list, the minimum offer to be accepted for consideration by the Board of Commissioners shall be the estimated cost of advertising for the upset bid process, but not less than \$300.
6. All bids shall be made in the name of the person or entity intended to be the grantee in the deed for the property and bids shall not be assigned except with the consent of the Board of Commissioners.
7. No bid shall be accepted from any bidder who owes delinquent property taxes to the Cumberland County Tax Collector.
8. No sale shall be approved for any bidder who shall become delinquent in property taxes due to the Cumberland County Tax Collector after the bidder's bid has been accepted by the Board of Commissioners.
9. The County Attorney shall implement a procedure to determine whether any bidder has delinquent property taxes.

Adopted February 18, 2019, and May _____, 2021.

Cumberland County Board of Commissioners
By:

Charles Evans, Chair

Attest:

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/14/2021

SUBJECT: GRANT OF UTILITY EASEMENT TO THE CITY OF FAYETTEVILLE

BACKGROUND

The County and the City acquired the property with PIN 9487-561-4777 at a tax foreclosure in 2008 by a deed recorded in Book 8018 at page 3. The County paid the City \$499.85 for its taxes in the foreclosure. The City requests a utility easement on this lot as shown on the plat and proposed easement document attached. This is a land-locked parcel for which the County paid the full amount of the foreclosure costs in the amount of \$2,257.53 in addition to the City's taxes. This parcel was never declared surplus or put on the surplus list. With it being landlocked, it is unlikely to sell except to an adjoining property owner.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends:

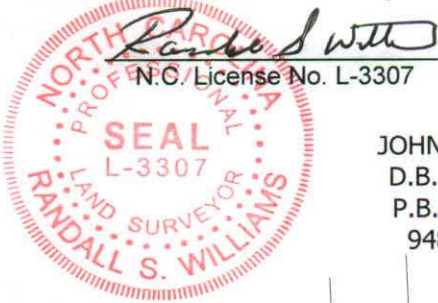
- (1) offering this parcel to the City for \$500 to recover the amount paid to the City, which will relieve the County of responsibility for it; or
- (2) approving the easement and declaring the property surplus.

At the May 13, 2021, Agenda Session, the Board voted unanimously to recommend offering this parcel to the City for \$500 and if the City declined the offer, to grant the easement.

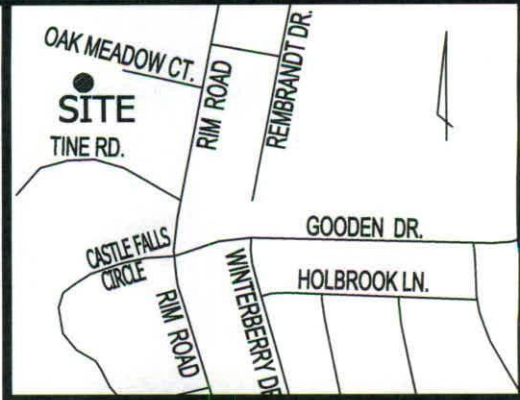
ATTACHMENTS:

Description	Type
COF EASEMENT PLAT	Backup Material
COF EASEMENT DOCUMENT	Backup Material

I, Randall S. Williams, certify that this plat was drawn under my supervision (deed description recorded in Book 8018, Page 0003); that the boundaries not surveyed are clearly indicated as drawn from information found in Book, Page (as shown on map); that the ratio of precision as calculated is 1:10,000; that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Witness my original signature, license number and seal this 4th day of September, 2019.



JOHNNIE C. DAVIS
D.B. 643, PG. 219
P.B. 139, PG. 98
9487-52-6393



VICINITY MAP N.T.S.

EX. IRON
N= 471,959.49
E= 1,985,552.45

(TIE)
S32°08'00"E
50.55'

(TIE)
S32°08'00"E
17.59'

N02°29'38"W
20.22'

COUNTY OF CUMBERLAND
& CITY OF FAYETTEVILLE
D.B. 8018, PG. 0003
9487-51-4777

INES MELLO PARK &
ADRIAN PARK
D.B. 6360, PG. 0279
9487-51-6985

JEFFERY CROOKS
D.B. 9702, PG. 0023
9487-51-6875

OAK MEADOWS
P.B. 61, PG. 131

STEVE A. MUNNS &
JULIA G. MUNNS
D.B. 5020, PG. 0025
9487-51-7745

N44°47'21"E
34.35'

S58°10'45"W
43.46'

MINNIE PEARL JUDD
& RONALD EARL JUDD
(unmarried)
D.B. 6900, PG. 0403
LOT 1 - P.B. 93, PG. 187
9487-51-6627

JUDD
D.B. 5789, PG. 0608
9487-51-6597

GRAPHIC SCALE IN FEET
0 50 100 150

ANNEXATION AREA 25
EXHIBIT "A"

PERM. UTIL. ESM'T. AREA REQD. = 1,424 SQ. FT.
TEMP. ESM'T. AREA REQD. = 0 SQ. FT.

LEGEND

- LINES SURVEYED
- - - LINES BY DEED/PLAT
- - - EX. ESM'T. LINE
- NEW ESM'T. LINE
- EX. IRON EX. PROP. CORNER
- DEED CORNER
- ESM'T. ANGLE POINT

Based on a partial survey by:
MOORMAN, KIZER & REITZEL, INC.
115 BROADFOOT AVE.
FAYETTEVILLE, N.C. 28305

SYM	DESCRIPTION	BY
REVISIONS		
PWC FAYETTEVILLE PUBLIC WORKS COMMISSION		
UTILITY ESM'T. ACROSS PROPERTY OF COUNTY OF CUMBERLAND & CITY OF FAYETTEVILLE		
DRAWN BY	RSW	DATE SEPTEMBER 2019
CHECKED BY	D.V.	SCALE 1"= 50"
REVIEWED BY	mmm 10/8/19	AWS-15360FFF 1 of 1

NORTH CAROLINA
CUMBERLAND COUNTY

UTILITY EASEMENT
(WATER & SANITARY SEWER)
PUBLIC WORKS COMMISSION
Parcel 16: Phase V Annexation, Area 25
PWC EASEMENT NO. _____

Prepared by and Return to: Fayetteville Public Works Commission
Attn: Jim Autry

THIS INSTRUMENT made this _____ day of _____, 2021.

By: COUNTY OF CUMBERLAND, a body Politic and Corporate of the State of North Carolina, & CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation; herein called Grantor,

To: Grantee: The City of Fayetteville, a municipal corporation, by and through Fayetteville Public Works Commission, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville,

WITNESSETH THAT

Grantor, for one dollar (\$1.00) and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors, licensees, and assigns, the perpetual right, easement and privilege to be exercised through the management and control of Fayetteville Public Works Commission (“FPWC”) in accordance with Sections 6A.7 and 6A.9 of Chapter VIA of the Charter of the City of Fayetteville, as amended, for Grantee and FPWC and each of their contractors and agents to go in and upon and build, construct, reconstruct, operate and maintain water, sanitary sewer and fiber optic (any or all) lines, with such pipes, connections, manholes, and other attachments, equipment and accessories necessary or desirable in connection therewith (collectively, “Utility Equipment”), to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor (using paved areas and established pathways where practical as reasonably determined by FPWC), to patrol, inspect, alter, improve, repair, relocate, add to, remove and replace any or all of such Utility Equipment, within the easement area, to keep clear all trees, undergrowth and other encroachments located within ten (10’) feet of said lines (unless otherwise specified below) and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

NORTH CAROLINA -- CUMBERLAND COUNTY – SEVENTY-FIRST TOWNSHIP

The following described easement lies within that certain parcel of land located to the west of Rim Road (60’ Right-of-Way) and north of Tine Road as described in the Deed of Record duly recorded in Deed Book 8018, Page 003 and being shown as a portion of that 1.21 acres on plat entitled “Survey for Gloria Mainor,” recorded in Plat Book 93, Page 165, both of the Cumberland County, North Carolina Registry.

Permanent Utility Easement

BEGINNING at a point in the eastern line of the subject property and the western line of Lot 6 of Oak Meadows as recorded in Plat Book 61, Page 131, said beginning point being located South 32 degrees 08 minutes 00 seconds East, 68.14 feet from an existing iron stake at the westernmost corner of Lot 7 of said Oak Meadows, said iron stake having N.C. Grid Coordinates (NAD83-2011) of N=471,959.49 and E=1,985,552.45 and running with said eastern line of the subject property and the western line of Lot 6 South 32 degrees 08 minutes 00 seconds East, 137.93 feet to the common easternmost corner of the subject property and the common rear (western) corner of Lots 5 and 6 of Oak Meadows; thence with the southeast line of the subject property South 58 degrees 10 minutes 45 seconds West, 43.46 feet to a point; thence leaving the property line and running North 44 degrees 47 minutes 21 seconds East, 34.35 feet to a point; thence North 32 degrees 08 minutes 00 seconds West, 112.35 feet a point; thence North 02 degrees 29 minutes 38 seconds West, 20.22 feet to the PLACE AND POINT OF BEGINNING. Being a permanent utility easement as shown on PWC Drawing AWS-15380FFF, a copy of which is attached and labeled Exhibit “A.”

For title reference, see the following in Cumberland County, N.C. Registry:
Deed Book 8018, Page 003; Plat Book 93, Page 165; PWC Drawing No. AWS-15380FFF; Pin No. 9487-19-51-4777-;
“Phase V Annexation, Area 25”

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee and Grantee’s successors, licensees, and assigns, forever. And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor has received, and Grantor will warrant and defend the title against the lawful claims of persons claiming by, under or through Grantor.

Grantor shall have the right to continue to use the land within said utility easement area(s) as described herein in any manner and for any purpose, including but not limited to the use of said easement area for access, ingress, egress, and parking, that does not obstruct or materially impair the actual use of the easement area(s) by Grantee or FPWC or any of each of their agents, and contractors.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument,

COUNTY OF CUMBERLAND, a body politic and
Corporate of the State of North Carolina

_____(SEAL)
CHARLES EVANS, CHAIRMAN
BOARD OF COMMISIONERS

ATTEST:

BY: _____
CANDICE H. WHITE, CLERK

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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

WITNESS my hand and notarial seal, this the ____day of _____, 2021.

Print Name: _____Notary Public

My Commission Expires: _____

(SEAL)

IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument,

CITY OF FAYETTEVILLE, a North Carolina
Municipal Corporation

_____(SEAL)
DOUGLAS J. HEWETT, ICMA-CM
CITY MANAGER

ATTEST:

BY:_____
PAMELA MEGILL, CITY CLERK

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public for _____County, North Carolina, certify that PAMELA MEGILL personally came before me this day and acknowledged that she is the CITY CLERK of CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its CITY CLERK.

WITNESS my hand and notarial seal, this the ____day of _____, 2021.

Print Name: _____Notary Public
My Commission Expires: _____

(SEAL)



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/14/2021

**SUBJECT: NCDOT NOTICE OF NECESSITY TO RELOCATE A GRAVE AT 7945
CAMDEN ROAD, FAYETTEVILLE**

BACKGROUND

NCDOT has requested the Board of Commissioners to direct the disinterment of a grave within the right of way of the Fayetteville Outer Loop and reinterment of the grave to a different location on the same parcel. The property on which the grave is to be moved has the address of 7945 Camden Road, Fayetteville. N.C.G.S. § 65-106 requires that all grave removals be made under the supervision and direction of the county board of commissioners. The attached Resolution states the Board of Commissioners directs the relocation of the grave in accordance with the statutory requirements. One of the requirements is that a certificate of the facts of the removal of the grave be recorded in the Register of Deeds. The Resolution directs the NCDOT to provide a copy of the recorded certificate to the county attorney.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the Board approve the Resolution to relocate this grave.

At the May 13, 2021, Agenda Session, the Board voted unanimously to recommend adoption of this Resolution.

ATTACHMENTS:

Description	Type
NCDOT NOTICE	Backup Material
NCDOT MAP OF GRAVE LOCATION	Backup Material
NCDOT GRAVE REMOVAL RESOLUTION	Backup Material

Candice White

Subject: certified copy of the resolution in accordance with NC General Statute §65-106 for grave relocation is needed

Attachments: PIC KEY.pdf; FRM7-B.pdf

From: Hayden, Elena V <evhayden@ncdot.gov>

Sent: Tuesday, January 5, 2021 11:59 AM

To: Candice White <cwhite@co.cumberland.nc.us>

Subject: certified copy of the resolution in accordance with NC General Statute §65-106 for grave relocation is needed

Importance: High



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

Date 1/5/21

WBS: 34817.2.FR14
TIP: U-2519BA
COUNTY: Cumberland

DESCRIPTION: Fayetteville Outer Loop from South of SR 1003 (Camden Road) to South of SR 1104 (Strickland Bridge Road)

SUBJECT: Relocation of 1 grave from 7945 Camden Rd. Fayetteville NC

Cumberland County
Board of Commissioners
Attn: Candice White
P. O. Box 1829
Fayetteville, NC 28302-1829

Members of the Board:

This is to confirm that it will be necessary to disinter 1 grave from the above mentioned location (7945 Camden Rd. Fayetteville NC) in Cumberland County. This grave is located in the proposed right of way of State Project U-2519BA (Fayetteville Outer Loop) and will be relocated to the remnant of the same parcel.

Upon approval of the Cumberland County Board of Commissioners, regarding the necessity to disinter and re-inter the deceased with the mentioned site, please submit to this office a certified copy of the resolution in accordance with NC General Statute §65-106.

Should additional information be necessary, please contact me at 704-2021220 cell, (evhayden@ncdot.gov).

Sincerely,



Elena Hayden
Senior Right of Way Agent

Elena Hayden

*Senior Right of Way Agent
Division 6 – Right of Way Office
North Carolina Department of Transportation*

910-364-0605
910-364-0529
evhayden@ncdot.gov

PO BOX 1150 (Mail)
Fayetteville NC 28302

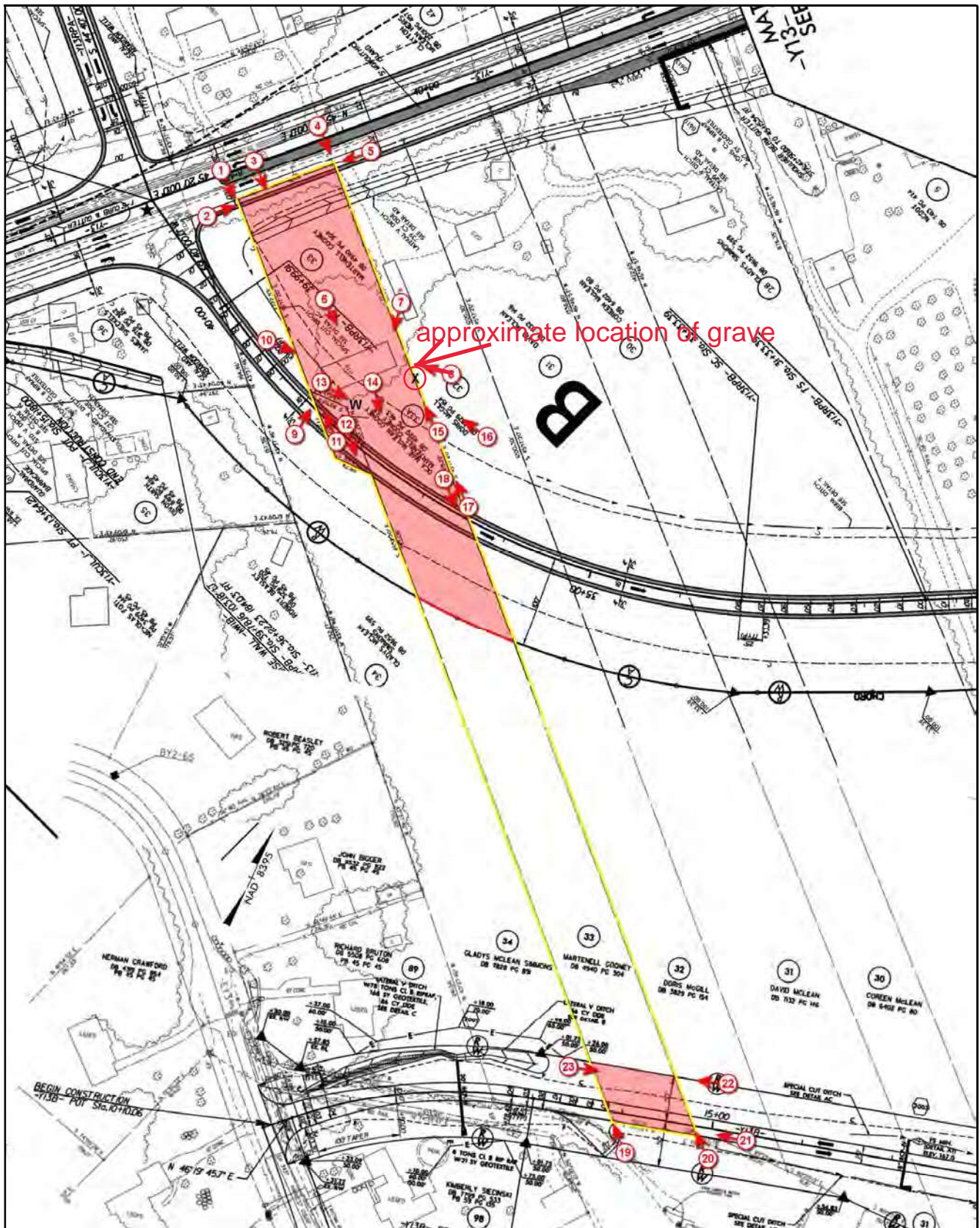
455 Transportation Dr. (Delivery)
Fayetteville NC 28301-5027

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

All correspondence to and from this address may be subject to the N.C. Public Records Law and may be disclosed to third parties.

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

PHOTOGRAPH LOCATION MAP



Cumberland County Board of Commissioners
Resolution Directing the Removal of a Grave Located on the Parcel with the Address of
7945 Camden Road, Fayetteville, by the North Carolina Department of Transportation
in Accordance with N.C.G.S. § 65-106

Whereas, the North Carolina Department of Transportation (NCDOT) is an agency of the State of North Carolina with the authority to effect the disinterment, removal, and reinterment of graves pursuant to N.C.G.S. § 65-106(a)(1); and

Whereas, NCDOT has advised the Board of Commissioners of the necessity for NCDOT to disinter one grave lying within the proposed right of way of State Project U-2519BA (Fayetteville Outer Loop) on the parcel with the address of 7945 Camden Road, Fayetteville, and relocate the grave on the remnant of the same parcel, as shown in the Notice and Map attached hereto.

Be it resolved that the Board of Commissioners finds it is necessary for the NCDOT to disinter, remove, and reinter this grave as described in the Notice and Map referenced above.

Be it further resolved that the Board of Commissioners directs that the disinterment, removal, and reinterment of this grave shall be done in accordance with all the requirements of N.C.G.S. § 65-106 with a copy of the recorded certificate of the removal facts to be provided to the Cumberland County Attorney.

Adopted May _____, 2021.

Cumberland County Board of Commissioners
By: _____
Charles Evans, Chair

Attest:

Candice White, Clerk to the Board



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 5/14/2021

SUBJECT: CUMBERLAND-HOKE REGIONAL HAZARD MITIGATION PLAN

BACKGROUND

Many natural disasters are predictable, and much of the damage caused by these events can be reduced or eliminated. In an effort to reduce the mounting disaster losses, the U.S Congress passed the Disaster Mitigation Act of 2000. This act emphasized the need for State and Local Government to closely coordinate on mitigation planning activities and made the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program, Pre-disaster Mitigation Program, and Flood Mitigation Assistance Program, all of which are administered by the Federal Emergency Management Agency (FEMA). The hazard mitigation plan must be updated every 5 years, and in many cases plans are done on a regional basis to be more cost effective.

Cumberland and Hoke Counties in conjunction with AECOM, FEMA Region IV, North Carolina Emergency Management, and community representatives worked together to update the existing plan. This process was inclusive of a Hazard Mitigation Planning Committee that included all the jurisdictions of both Cumberland and Hoke counties, private business, and volunteer organizations. A public meeting was also held on February 27th, 2020 to get input from the public. The updated plan has been reviewed by the State and is currently awaiting FEMA review.

The full plan can be accessed at the following link:

https://www.co.cumberland.nc.us/docs/default-source/emergency-services-documents/hazard-mitigation-plan-final-draft.pdf?sfvrsn=3064fdb5_0

RECOMMENDATION / PROPOSED ACTION

This item was heard at the May 13, 2021 Board of Commissioners' Agenda Session and approved to move forward as a Consent Agenda Item for the May 17, 2021 regular meeting of the Board of Commissioners. Cumberland County Emergency Services is recommending that the Cumberland County Board of Commissioners adopt a resolution supporting the updates reflected in the Cumberland-Hoke Regional Hazard

Mitigation Plan.

ATTACHMENTS:

Description

Type

Resolution for Cumberland-Hoke Regional Hazard Mitigation Plan

Backup Material

RESOLUTION
ADOPTING CUMBERLAND-HOKE REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Cumberland County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the County of Cumberland has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Cumberland County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Cumberland County hereby:

1. Adopts the Cumberland-Hoke Regional Hazard Mitigation Plan.
2. Vests Cumberland County Emergency Services with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Cumberland County Emergency Services to assure that the Hazard Mitigation Plan is reviewed annually, and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Davidson County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the ____ day of May, 2021.

Charles Evans, Chair
Cumberland County Board of Commissioners

Attest:

Candice White, Clerk
Cumberland County Board of Commissioners

Certified by: _____ (SEAL)

Date: _____



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 4/15/2021

SUBJECT: TEXT AMENDMENT TO CHAPTER 4, ARTICLE IV - MINIMUM HOUSING CODE

BACKGROUND

The Planning and Inspections Department has received an application for appeal of a minimum housing order from our Code Enforcement staff. Per Chapter 4, Article IV of the County's Code of Ordinances, a citizen has the right to appeal the decision to the Housing Appeals Board of the County.

Upon review, the Housing Appeals Board is currently unfilled and non-operational. In an effort to streamline workflow, reduce administrative burden, and better focus energies of the appointed boards, staff is recommending a text amendment to the County Code of Ordinances to move the duties of the Housing Appeals Board to the County's Board of Adjustment.

Moving housing appeals to the Board of Adjustment has a number of benefits. The department receives these appeals very sporadically. Staff believes there is not enough workload to justify a separate board. Additionally, these appeal hearings are quasi-judicial in nature and based on findings. As the land use, quasi-judicial appeal body for the County, these housing appeal cases can very easily be assimilated into the Board of Adjustment's work plan.

Planning staff has reviewed the proposed action and text amendment with the County Attorney's office. The duties of the Board of Adjustment were modified as part of the recent 160D Zoning Ordinance adoption to begin accommodating this shift. However, in order to finalize the shift in duties, Section 4-70 of the County Code of Ordinances needs to be amended.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the proposed text amendment. At the May 13, 2021 Agenda Session Meeting, the Board of Commissioners approved holding a public hearing on this item at their May 17, 2021 Board Of Commissioner's meeting.

ATTACHMENTS:

Description	Type
Proposed Text Amendment - Minimum Housing	Backup Material
Sec. 4-84 Code of Ordinances	Backup Material
Legal Ad	Backup Material

Text Amendment:

Chapter 4 – Buildings and Building Regulations

Article IV – Minimum Housing Code

Division 1. – Generally

Sec. 4-70. – Board of Adjustment to serve as Housing appeals board.

(a) ~~There is hereby created a housing appeals board~~ The Cumberland County Board of Adjustment shall serve as the body to which appeals may be taken from decisions or orders of the public officer inspectors as provided in section 4-84. ~~The board shall consist of five members to serve for three-year staggered terms. The board shall have power to elect its own officers; to fix the times and places of its meetings; to adopt necessary rules of procedure; and any other rules and regulations which may be necessary for the proper discharge of its duties.~~ The board shall perform the duties prescribed by this division and shall keep an accurate record of all its proceedings.

~~(b) — The board of county commissioners shall appoint the five regular members of the housing appeals board for the terms specified above. The board of county commissioners shall also appoint five alternate members at large to serve on the housing appeals board in the absence of any regular member. Alternate members shall be appointed to serve three-year staggered terms. Each alternate member, while attending any regular or special meeting of the housing appeals board and serving in the absence of any regular member, as provided in the rules of procedure of such board, shall have and exercise all the powers and duties of any regular member absent from the meeting.~~

Sec. 4-84. - Right of appeal to housing appeals board.

- (a) Any owner or person who is aggrieved with the ruling or decision of the hearing officer in any manner relative to the interpretation or enforcement of any of the provisions of the minimum housing code of the county may appeal from any such decision to the housing appeals board.
- (b) An appeal from any decision or order of the hearing officer may be taken by any person aggrieved thereby or by an officer, board or commission of the county. Except from appeals for an extension of time within which to comply with the decision or order of the hearing officer, any appeal from the hearing officer shall be taken within ten days from the rendering of the decision or service of the order, and shall be taken by filing with the inspector, hearing officer or secretary to the housing appeals board a notice of appeal, on forms supplied by the inspection department, which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the secretary shall transmit to the board all the papers constituting the record upon which the decision being appealed was made. When an appeal is from a decision of the hearing officer refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the hearing officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the board, unless the inspector certifies to the board that such suspension would cause imminent peril to life or property, in which case the requirement shall not be suspended.
- (c) An appeal for an extension of time within which to comply with the decision or order of the hearing officer may be taken in the manner set forth in subsection (b) above, at any time not less than 14 days prior to the expiration of time to comply. An extension of time shall be granted only if the appellant has commenced lawfully the corrective work or acts directed by the inspector and completed a minimum of 25 percent of the required work or acts, calculated as a percentage of the total of the required work or acts as the housing appeals board may deem reasonable under the circumstances. The board shall not grant an extension of time for compliance with a decision or order of the hearing officer to correct or abate a condition of habitation which poses an imminent threat of serious bodily injury. The board shall grant an extension of time only for such period it finds is reasonably necessary to complete the corrective work or acts required and may attach such conditions to the extension that it deems necessary to assure orderly progression of such work and acts. The board shall not grant an extension of time for more than six months following the expiration of the time to comply directed by the hearing officer.
- (d) The housing appeals board shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person, or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order as in its opinion ought to be made in the matter, and to that end, it shall have all powers of the inspector, but the concurrent vote of four members of the board shall be necessary to reverse or modify any decision or order of the inspector. The board shall have the power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.
- (e) In case any dwelling is erected, constructed, altered, repaired, converted, maintained or used in violation of this article or any valid order or decision of the inspector or board made pursuant to this article, the inspector or board may institute any proceedings or appropriate action to prevent such unlawful erection, construction, reconstruction, or alteration, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

(Ord. of 6-15-98)

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 May 17, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-21 rezoning 1.20 +/- ac A1 to RR or more restrictive zoning 6285 & 6291 Braxton Rd owner Marcus G. McLean

P21-22 rezoning 0.71 +/- ac A1 to R30 or more restrictive zoning 3618 Gabe Smith Rd owner Louretha K. McKethan

P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R10 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.
 5/3, 10 5244311

<u>Ad Order Number</u>	<u>Customer</u>		
0005244311	CUMB CO JOINT PLANNING		
<u>Sales Rep.</u>	<u>Customer Account</u>		
0090	003661000		
<u>Order Taker</u>	<u>Customer Address</u>		
0001	130 Gillespie Street, Attn: Laverne Howard, FAYETTEVILLE NC 28301 USA		
<u>Order Source</u>	<u>Customer Phone</u>		
Telephone	910-678-7600		
<u>Order Invoice Text</u>			
CCBoC - 5/17/21 meeting			
<u>Payor Customer</u>	<u>PO Number</u>		
CUMB CO JOINT PLANNING			
<u>Payor Account</u>	<u>Ordered By</u>		
003661000			
<u>Payor Address</u>	<u>Customer Fax</u>		
130 Gillespie Street, Attn: Laverne Howard, FAYETTEVILLE NC 28301 USA	910-678-7631		
<u>Payor Phone</u>	<u>Customer EMail</u>		
910-678-7600	lhoward@co.cumberland.nc.us		
	<u>Special Pricing</u>		
	None		
<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Amount Due</u>
\$288.04	\$0.00	\$288.04	\$288.04
	<u>Payment Method</u>	<u>Payment Amount</u>	
		\$0.00	

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0005244311-01	CL Legal Line	: 1.0 X 38 cl	<NONE>

<u>Product</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	5/3/2021, 5/10/2021	2	\$276.64
OL::	401 - Legals	5/3/2021, 5/10/2021	2	\$11.40



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 5/11/2021

**SUBJECT: PROPOSED ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
WITH SKY REM, LLC**

BACKGROUND

In prior closed sessions, the Board has considered the offers of Sky REM, LLC, a commercial developer, to purchase the remaining land in the Cedar Creek Industrial Park, adjoining Clark West Road, and the “Sand Hills Road Site” fronting Sand Hills Road and Production Drive, as an economic development incentive agreement requiring the developer to construct commercial buildings on these sites. The specifics of the two projects are as follows:

Project 1: The County will sell to the developer the remaining property in the Cedar Creek Industrial Park, adjoining Clark West Road, being three parcels as follows:

REID 0454692037000, containing 275.99 acres with a tax value of \$1,615,405

REID 0455904543000, containing 48.30 acres with a tax value of \$ 430,469

REID 0455910088000, containing 31.67 acres with a tax value of \$ 292,585

These parcels will be sold at \$10,000 per acre for a total of \$3,559,600 subject to adjustment for the surveyed acreage. The Board of Commissioners has determined \$10,000 per acre to be the fair market value. The developer will construct not less than 40,000 square feet of commercial buildings on this site within three years of closing.

Project 2: The County will sell to the developer the property known as the “Sand Hills Road Site” fronting Sand Hills Road and Production Drive with REID 0433333511000, containing 159.03 acres, with a tax value of \$803,745 at \$18,800 per acre for a total of \$2,989,764, subject to adjustment for the surveyed acreage. The Board of Commissioners has determined \$18,800 per acre to be the fair market value. The developer will construct a commercial building or buildings of not less than 120,00 square feet on this site by May 1, 2025.

Each of these agreements will have a claw-back provision which will allow the County to repurchase the sites if the developer does not construct the commercial buildings. The developer will purchase the entirety of these parcels, including any wetlands, at the purchase price per acre as indicated for each, subject to obtaining the exact acreage by a current survey.

The public hearing for this proposed incentive agreement was published in the *Fayetteville Observer* May 6, 2021. The Publisher's Affidavit is attached.

RECOMMENDATION / PROPOSED ACTION

If the Board wishes to complete the sale of these parcels to this developer as an economic development incentive agreement, the county attorney advises the Board to adopt the attached resolution.

ATTACHMENTS:

Description	Type
LAND SALE AFFOFPUB	Backup Material
ECONOMIC DEV. INCENTIVE RESOLUTION	Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Cumberland County Board of Commissioners will hold a public hearing in Room 118 of the Cumberland County Courthouse, 117 Dick Street, Fayetteville, May 17, 2021, at 6:45 p.m., on the following economic development projects:

Project 1. The County will sell to a developer the remaining property in the Cedar Creek Industrial Park, adjoining Clark West Road, being three parcels with REID 0454692037000 containing 275.99 acres, REID 0455904543000 containing 48.30 acres, and REID 0455910088000 containing 31.67 acres at \$10,000 per acre for a total of \$3,559,600, which the Board of Commissioners has determined to be the fair market value. The developer will construct not less than 40,000 sf of commercial buildings on this site within three years of closing.

Project 2. The County will sell to a developer the property known as the "Sand Hills Road Site" fronting Sand Hills Road and Production Drive with REID 0133333511000 containing 159.03 acres at \$18,800 per acre for a total of \$2,989,764, which the Board of Commissioners has determined to be the fair market value. The developer will construct a commercial building of not less than 120,00 sf by May 1, 2025.

May 6, 2021.

5/6 Candice H. White, Clerk 5244495

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC - 5/17/21 HEARING of CUMB CO ATTORNEY'S

was inserted in the aforesaid newspaper in space, and on dates as follows:

5/6/2021

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

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

Cindy O. McNair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 6 day of May, A.D., 2021.

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

Pamela H. Walters

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2025.

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

0005244495

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT FOR THE SALE AND DEVELOPMENT OF THE REMAINING PROPERTY
IN THE CEDAR CREEK INDUSTRIAL PARK AND THE SANDHILLS ROAD SITE

Whereas, the Board of Commissioners acquired and improved the land to create the Cedar Creek Industrial Park (the Cedar Creek Site) and the Sand Hills Road Site more than thirty years ago;

Whereas, the Board's purpose in acquiring and improving these sites was for the location of commercial buildings to provide employment and increase the tax base of the County;

Whereas, Sky REM, LLC, a commercial developer, has offered to purchase these sites at fair market value and construct commercial buildings on each;

Whereas, the Board of Commissioners finds the price negotiated for the sale of these sites is the fair market value of each site, considering the portions of each site that may be unsuitable for certain development due to soil conditions and topography; and

Whereas, the Board of Commissioners finds that the commercial development of these sites will increase the tax base of and employment within Cumberland County.

Now therefore be it resolved that the Board of Commissioners makes this offer of agreement with Sky REM, LLC, a commercial developer as, an economic development incentive agreement pursuant to G.S. § 158-7.1 as follows:

1. The remaining parcels in the Cedar Creek Site will be sold to the developer in its entirety at a purchase price of \$10,000 per acre with the exact acreage to be determined by a survey to be obtained at the purchaser's expense. These parcels are:

REID 0454692037000, containing 275.99 acres with a tax value of \$1,615,405

REID 0455904543000, containing 48.30 acres with a tax value of \$ 430,469

REID 0455910088000, containing 31.67 acres with a tax value of \$ 292,585

2. The total sales price of the Cedar Creek Site will be \$3,559,600, as may be adjusted by the survey-determined acreage.

3. The developer shall construct a commercial building or buildings of not less than 40,000 square feet in enclosed area on the Cedar Creek Site within three years of closing the sale.

4. The Sand Hills Road Site, fronting Sand Hills Road and Production Drive, with REID 0433333511000, containing 159.03 acres, with a tax value of \$803,745 will be sold to the developer in its entirety at a purchase price of \$18,800 per acre with the exact acreage to be determined by a survey to be obtained at the purchaser's expense.

5. The total sales price of the Cedar Creek Site will be \$2,989,764, as may be adjusted by the survey-determined acreage.

6. The developer shall construct a commercial building or buildings of not less than 120,000 square feet in enclosed area on the Sandhills Road Site by May 1, 2025.

7. The developer shall complete the purchase of these sites by November 1, 2021.

8. The agreement shall be subject to a claw-back provision that allows the County to repurchase these sites from the developer if the developer does not build the commercial buildings as described.

9. The economic development incentive agreement shall include such other terms and conditions as necessary to comply with the requirements of G.S. § 158-7.1.

Adopted May 17, 2021.

Cumberland County Board of Commissioners

By:

Charles Evans, Chair

Attest:

Candice White, Clerk to the Board



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 5/17/2021

SUBJECT: CASE P21-21

BACKGROUND

Case P21-21: Rezoning of 1.20+/- acres from A1 Agricultural to RR Rural Residential or to a more restrictive zoning district, located at 6285 and 6291 Braxton Road, submitted by Marcus G. McLean (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agriculture to RR Residential at the April 27, 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 P21-21, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to RR Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: proximity to other Low Density and Suburban Residential to the north and northwest, transition between residential areas to the north and agriculture uses to the south, and location at the interchange of I-95 and Braxton Road; and c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:

For Case P21-21, I move to approve the rezoning request from **A1 Agriculture to RR Residential**, and find:

a. The approval is an amendment to the adopted, current South Central Land Use Plan map and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: proximity to other Low Density and Suburban Residential to the north and northwest, transition between residential areas to the north and agriculture uses to the south, and location at the interchange of I-95 and Braxton Road; and c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:

For Case P21-21, I move to deny the rezoning request from **A1 Agriculture to RR Residential**, and find the request (consistent/not consistent) with the “Farmland Designation” of the South Central Land Use Plan, 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



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

MAY 6, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-21:** Rezoning of 1.20+/- acres from A1 Agricultural to RR Rural Residential or to a more restrictive zoning district, located at 6285 and 6291 Braxton Road, submitted by Marcus G. McLean (owner).

ACTION: Recommended approval of the rezoning request from A1 Agriculture to RR Residential at the April 27, 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 APRIL 27, 2021

In Case P21-21, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to RR Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: proximity to other Low Density and Suburban Residential to the north and northwest, transition between residential areas to the north and agriculture uses to the south, and location at the interchange of I-95 and Braxton Road; and c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

In Case P21-21, Mr. Manning made a motion, seconded by Mrs. Moody to approve the rezoning request from A1 Agriculture to RR Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: proximity to other Low Density and Suburban Residential to the north and northwest, transition between residential areas to the north and agriculture uses to the south, and location at the interchange of I-95 and Braxton Road; and c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

EXPLANATION OF THE REQUEST

Change of Zoning: A1 to RR

Applicant requests rezoning of one parcel located at 6285 and 6291 Braxton Road from A1 Agricultural to RR Rural Residential. This request would increase the allowed density from 1 unit/2 acres to 1 unit/20,000 square feet. This is a conventional rezoning, and no conditions are proposed at this time.

PROPERTY INFORMATION

OWNER/APPLICANT: Marcus G. McLean (owner)

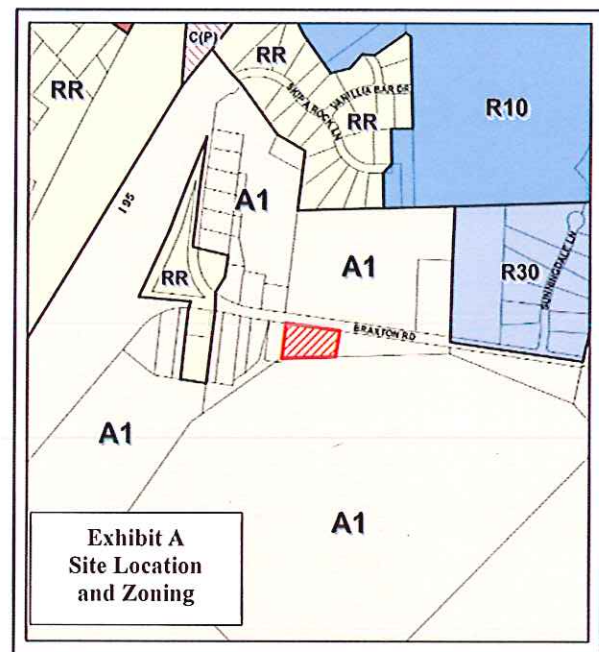
ADDRESS/LOCATION: 6285 and 6291 Braxton Road;
more specifically REID 0412981233000. Refer to Exhibit
"A", Site Location.

SIZE: This request includes one parcel totaling
approximately 1.20 acres. The property has 318' +/- of
street frontage along Braxton Road. The property is
180' +/- in depth.

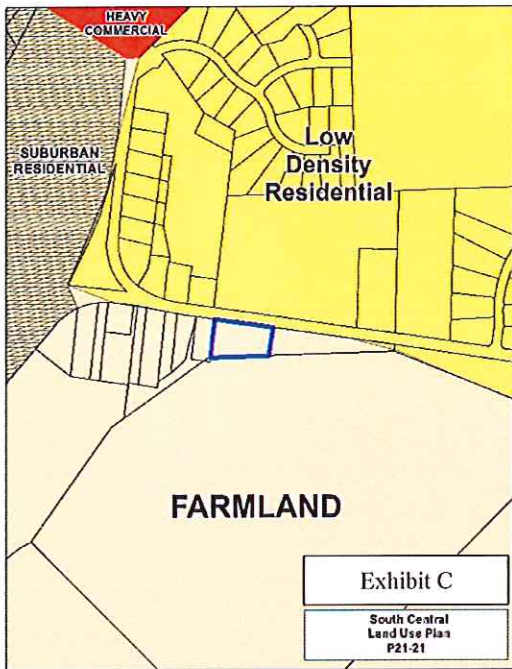
EXISTING LAND USE: The parcel is developed with a
mobile home trailer.

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

DEVELOPMENT REVIEW: This property was created legally
by deed in 1979 (Deed Bk. 2695, Pg. 536) and has recently gone through a group development review
(Case 21-023). His group development approval is contingent upon the success of this rezoning.



SURROUNDING LAND USE: There are
residential uses in the surrounding area,
including single family homes and mobile
homes. Farmlands occur to the south of
the property.



ZONING HISTORY: The 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 sewer lines available. The property is located within Gray's Creek Water and Sewer District.

MINIMUM YARD SETBACKS: If approved, the 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 "Urban Fringe". Located in the South Central Land Use Plan area, a "Farmland" designation is assigned to the property. **Request is not plan compliant.** A Plan amendment will be necessary to create consistency with the proposed zoning category, if the rezoning is approved.

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

TRAFFIC: The subject property sits on Braxton Road and 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 (2016) on Braxton Road is 1,700.

SCHOOLS CAP/ENROLL: Gallberry Farm Elementary: 900/853; Gray's Creek Middle: 1200/1096; Gray's Creek High: 1470/1343

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 fire department access requirements are met where required in accordance with the 2018 NC fire code.

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

STAFF RECOMMENDATION

In Case P21-21, the Planning & Inspections staff **recommends approval** of the rezoning request from **A1 Agriculture to RR Residential**, and finds:

- The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: proximity to other Low Density and Suburban Residential to the north and northwest, transition between residential areas to the north and agriculture uses to the south, and location at the interchange of I-95 and Braxton Road; and
- This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

Attachments: Notification Mailing List; Zoning Application

ATTACHMENTS - MIALING LIST

OWNER_NAME	ADDRESS	CITYSTATEZIP
HODGES, JIM HEIRS	4904 BARBEE RD	DURHAM, NC 27713
MCMILLAN, ARLETHA HEIRS	601 HAMLE PARK DR	MORRISVILLE, NC 27560
GIBSON, ROSIA LEE	6379 BRAXTON RD	HOPE MILLS, NC 28348
MCGEACHY, KELVIN TROY	22919 S NC 301 HWY	PARKTON, NC 28371
MARTINEZ, DANIEL	1660 OLD TROLLEY RD 121	SUMMERVILLE, SC 29485
SHULER, VINCENT	639 GENESIS ST	HOPE MILLS, NC 28348
MCGEACHY, KELVIN T; MCGEACHY, ANGELIA	22919 S US 301 HWY	PARKTON, NC 28371
STRICKLAND, ROSCOE LEE III; STRICKLAND, JAMIE CHAVIS	3013 LUDGATE TRL	FAYETTEVILLE, NC 28306
MCMILLAN, LUKE	5957 STATE RD	HOPE MILLS, NC 28348
MCMILLAN, SAM; MCMILLAN, GWENDLYN	5935 STATE ST	HOPE MILLS, NC 28348
BUXTON, JOHNNIE JR	5921 STATE RD	HOPE MILLS, NC 28348
MCCOY, DAVID HEIRS; MCCOY, OLIVIA; MCCOY, JOHN D	6330 BRAXTON RD	HOPE MILLS, NC 28348
LILLY, JAMES W	6342 BRAXTON RD	HOPE MILLS, NC 28348
HALE, ROBBIE M; DANIEL, FRED	PO BOX 504	HOPE MILLS, NC 28348
BUXTON, JOHNNIE JR	5921 STATE RD	HOPE MILLS, NC 28348
AGUILAR, ERIK SALVADOR; AGUILAR, CARMEN EMPERATRIZ FLORES	6331 BRAXTON RD	HOPE MILLS, NC 28348
MCCOY, DAVID HEIRS	6330 BRAXTON RD	HOPE MILLS, NC 28348
GARCIA MARADIAGA, JUAN NOEL; GARCIA MARADIAGA, WALDA LORENA	6327 BRAXTON RD	HOPE MILLS, NC 28348
HALL, JOHN MASON JR LIFE ESTATE	3501 BOONE TRL	FAYETTEVILLE, NC 28306
PURDIE, EDDIE HEIRS	2503 7TH AVE 302	TEMPLE HILLS, MD 20748
MCAIR, VINETTA M	5909 STATE RD	HOPE MILLS, NC 28348
FERGUSON, ANNIE MCLEAN	5865 STATE RD	HOPE MILLS, NC 28348
MCLEAN, MARCUS G	6141 BRAXTON RD	HOPE MILLS, NC 28348
LILLY, VIOLA LYNN; LILLY, JEROME NICHOLS	5841 STATE RD	HOPE MILLS, NC 28348
BUXTON, JOHNNIE JR; BUXTON, GLOR	5921 STATE RD	HOPE MILLS, NC 28348
FERGUSON, ANNIE MCLEAN	5865 STATE RD	HOPE MILLS, NC 28348
HALL, DANIEL; HALL, ROSA	108 SKIP A ROCK LN	HOPE MILLS, NC 28348
BARKER GALLBERRY FARMS LLC	5556 BRAXTON RD	HOPE MILLS, NC 28348
MCLEAN, MARCUS G	6141 BRAXTON RD	HOPE MILLS, NC 28348
LAVALLEE, ARIANA GENEVIEVE	6240 BRAXTON RD	HOPE MILLS, NC 28348
MCLEAN, ROBERT GREGORY	6141 BRAXTON RD	HOPE MILLS, NC 28348
SCALIER, BORIS ANTHONY	6222 BRAXTON RD	HOPE MILLS, NC 28348
BILL, TERRY A, WILLIAM D, DARRELL RAY; DEBRA, MCDUFFIE	1821 MCARTHUR RD	FAYETTEVILLE, NC 28311
HOLLINGSWORTH, STEPHEN A	128 SKIP A ROCK LN	HOPE MILLS, NC 28348
RATELY, NEIL JODY	136 SKIP A ROCK LN	HOPE MILLS, NC 28348
HOLLINGSWORTH, STEPHEN A	128 SKIP A ROCK LN	HOPE MILLS, NC 28348
MASON, JEFFREY	8200 MEADOWLARK CT	MANASSAS, VA 20111
CARABEO, GLADIS ELISA ALCANTAR	91 MICHAEL LUCAS LN	DUNN, NC 28334
FOWLKES, FRANCES D	2807 ROSEMEADE DR	FAYETTEVILLE, NC 28306
BARKER, P R JR	5556 BRAXTON RD	HOPE MILLS, NC 28348
TORRES CASTANEDA, WENDY PAMELA	2314 SPELL DR	FAYETTEVILLE, NC 28306
HARVELL, TIMOTHY RAY	154 SKIP A ROCK LN	HOPE MILLS, NC 28348
SMITH, MELISSA MARIE	164 SKIP A ROCK LN	HOPE MILLS, NC 28348
BARKER, P R JR	5556 BRAXTON RD	HOPE MILLS, NC 28348
BRAXTON VILLAGE DEVELOPERS LLC	PO BOX 390	FAYETTEVILLE, NC 28302
BENNION, THOMAS W; BENNION, LINDA F	6212 BRAXTON RD	HOPE MILLS, NC 28348
HAGAN, MATTHEW; HAGAN, RHONDA	5870 SUNNINGDALE LN	HOPE MILLS, NC 28348
MERRILL, GILLIAN A; DENNIS, W PUGH	5860 SUNNINGDALE LN	HOPE MILLS, NC 28348
GARCIA, PAUL A; GARCIA, KELLY A	5850 SUNNINGDALE LN	HOPE MILLS, NC 28348

3rd class 1,100' Rad P21-21

DANIELS, MARGIE L
MCLEAN, ROBERT GREGORY;MCLEAN, JEANETTE
MILLWARD, JOHN A.;MILLWARD, JACQUELINE K.
BRAXTON VILLAGE DEVELOPERS LLC
SANDERS, WILLIAM T;BARKER, P R

5840 SUNNINGDALE LN	HOPE MILLS, NC 28348
6141 BRAXTON RD	HOPE MILLS, NC 28348
5830 SUNNINGDALE LN	HOPE MILLS, NC 28348
PO BOX 390	FAYETTEVILLE, NC 28302
5556 BRAXTON RD	HOPE MILLS, NC 28348

1,100' Rad

P21-21 3rd class

OWNER_NAME	ADDRESS	CITYSTATEZIP
HALL, JOHN MASON JR LIFE ESTATE	3501 BOONE TRL	FAYETTEVILLE, NC 28306
PURDIE, EDDIE HEIRS	2503 7TH AVE 302	TEMPLE HILLS, MD 20748
BARKER GALLBERRY FARMS LLC	5556 BRAXTON RD	HOPE MILLS, NC 28348
MCLEAN, MARCUS G	6141 BRAXTON RD	HOPE MILLS, NC 28348
LAVALLEE, ARIANA GENEVIEVE	6240 BRAXTON RD	HOPE MILLS, NC 28348
MCLEAN, ROBERT GREGORY	6141 BRAXTON RD	HOPE MILLS, NC 28348

P21-21

1st Class

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: 6291 / 6285 Braxton Rd
3. Location of Property: Grays Creek / Braxton 126
4. Parcel Identification Number (PIN #) of subject property: 0412981233 000
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1. Frontage: 320 Depth: 200
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank 1500 Gallon PWC _____
8. Deed Book 10416 , Page(s) 0579 / 0580 , 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: Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

MARCUS GREGORY McLEAN
NAME OF OWNER(S) (PRINT OR TYPE)

6141 BRAXTON RD Hope Mills N.C. 28348
ADDRESS OF OWNER(S)

910 425-8662
HOME TELEPHONE #

910-309-7755
WORK TELEPHONE #

MARCUS GREGORY McLEAN
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

6141 BRAXTON RD Hope Mills N.C. 28348
ADDRESS OF AGENT, ATTORNEY, APPLICANT

greg.mclean55@gmail.com
EMAIL

910-425-8662
HOME TELEPHONE #

910-309-7758
WORK TELEPHONE #

Marcus Gregory McLean
SIGNATURE OF OWNER(S)

Marcus Gregory McLean
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
 REGISTER OF DEEDS
 FILED Dec 07, 2018
 AT 08:15:29 am
 BOOK 10416
 START PAGE 0579
 END PAGE 0580
 INSTRUMENT # 35466
 RECORDING \$26.00
 EXCISE TAX \$80.00
 QAS

Mail to: Canady & Canady, Attorneys, P. O. Box 7, St. Pauls, North Carolina, 28384

Prepared by: Paul Truett Canady, II, Attorney

-- TITLE NOT CERTIFIED BY PREPARER --

WARRANTY DEED FORM

Revenue: \$80.00

Parcel Number: 0422-18-0611- and 0412-98-1233-

STATE OF NORTH CAROLINA, CUMBERLAND COUNTY

THIS DEED, made this 19th day of June, 2017, by and between
 GERALD MURPHY MCLEAN and wife, BARBARA P. MCLEAN of 162 Lenox Ave., Milford, NJ, 07646, and
 hereinafter called Grantors,
 and
 MARCUS G. MCLEAN, of 283 Pickett Branch Rd., Cary, NC. 27519, hereinafter called Grantee.

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or assigns, premises in Grey's Creek Township, Cumberland County, North Carolina, described as follows, to-wit:

TRACT ONE: (Parcel Number 0422-18-0611-)

Lying and being in Grey's Creek Township, Cumberland County, North Carolina, more particular description as follows:

Being all of lot 4-A-2 as shown on map entitled "Zero Lot Line Subdivision" division of lot 4-A in the Maxine Riddle Smith Estate, surveyed by George T. Paris and Associates, P.A. and recorded in Plat Book 126, Page 144, of the Cumberland County Registry. Total area in said lot is 2.51 acres.

For further history of title, see Deed Book 8560, Page 410, Cumberland County Public Registry.

TRACT TWO: (Parcel Number 0412-98-1233-)

A tract of land known as the Shop Tract. This tract is part of a tract owned formerly by Mrs. Ada McLean and reference is hereby made to her will and estate for title history together with deed recorded in Book U #8, Page 179, Cumberland County, North Carolina Registry. This tract lies in the southwest corner of the original tract and is bounded on the west by James Hargrove (See Book 2053, Page 173), on the north by State Road #2242, on the south by P.R. Baker (see Book 1097, Pages 515-516), and on the east by McLean land.

BRAXTON RD

x

P21-21
COGO

WaB

AuA

CaB

TR

Property Summary

Data last updated on: 3/7/2021 Ownership current as of: 3/4/2021 Tax Year: 2021

REID 0412981233000
 Location Address
 6285 BRAXTON RD

PIN # 0412-98-1233
 Property Description
 1.2 ACS ODOM LD SHOP TRACT

Print Property Info Search Results New Search

Property Owner
 MCLEAN, MARCUS G

Owner's Mailing Address
 6141 BRAXTON RD
 HOPE MILLS NC 28348

Parcel

Buildings

Misc Improvements

Land

Deeds

Notes

\$ Sales

Photos

Administrative Data

Plat Book & Page	
Old Map#	
Market Area	4000
Township	NONE
Planning Jurisdiction	COUNTY
City	
Fire District	0011-FIRE-SERV-DIST
Spec District	RECREATION
Land Class	F100-RURAL
History REID 1	
History REID 2	
Acreage	1.2
Permit Date	
Permit #	

Transfer Information

Deed Date	12/07/2018
Deed Book	010416
Deed Page	00579
Revenue Stamps	0.00
Package Sale Date	
Package Sale Price	
Land Sale Date	12/07/2018
Land Sale Price	

Improvement Summary

Total Buildings	0
Total Units	0
Total Living Area	0
Total Gross Leasable Area	0

Property Value

Total Appraised Land Value	\$17,500
Total Appraised Building Value	
Total Appraised Misc Improvements Value	
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$17,500

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 May 17, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-21 rezoning 1.20 +/- ac A1 to RR or more restrictive zoning 6285 & 6291 Braxton Rd owner Marcus G. McLean

P21-22 rezoning 0.71 +/- ac A1 to R30 or more restrictive zoning 3618 Gabe Smith Rd owner Louretha K. McKethan

P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R10 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.

5/3, 10

5244311

Ad Order Number

0005244311

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 5/17/21 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

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer Email

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

Net Amount

\$288.04

Tax Amount

\$0.00

Total Amount

\$288.04

Amount Due

\$288.04

Payment Method

Payment Amount

\$0.00

Ad Number

0005244311-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 38 cl

Color

<NONE>

Product

FO::

401 - Legals

Run Dates

5/3/2021, 5/10/2021

Inserts

2

Cost

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 5/17/2021

SUBJECT: CASE P21-22

BACKGROUND

Case P21-22: Rezoning of 0.71+/- acres from A1 Agricultural to R30 Residential or to a more restrictive zoning district, located at 3618 Gabe Smith Road, submitted by Louretha K. McKethan (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agriculture to R30 Residential at the April 27, 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: For Case P21-22, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to R30 Residential and finds the request consistent with the Eastover Land Use Plan designation of "Rural" as the R30 zoning category is consistent with this land use designation. 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:

For Case P21-22, I move to approve the rezoning request from **A1 Agriculture to R30 Residential** and find the request consistent with the Eastover Land Use Plan designation of "Rural" as the R30 zoning category is consistent with this land use designation. 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:

For Case P21-22, I move to deny the rezoning request from **A1 Agriculture to R30 Residential**, and find the request (consistent/not consistent) with the designation of “Rural” “Suburban Density Residential” of the Eastover Land Use Plan. 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



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

MAY 6, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-22:** Rezoning of 0.71+/- acres from A1 Agricultural to R30 Residential or to a more restrictive zoning district, located at 3618 Gabe Smith Road, submitted by Louretha K. McKethan (owner).

ACTION: Recommended approval of the rezoning request from A1 Agriculture to R30 Residential at the April 27, 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 APRIL 27, 2021

For Case P21-22, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to R30 Residential and finds the request consistent with the Eastover Land Use Plan designation of "Rural" as the R30 zoning category is consistent with this land use designation. 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.

For Case P21-22, Mr. Manning made a motion, seconded by Mrs. Moody to approve the rezoning request from A1 Agriculture to R30 Residential and finds the request consistent with the Eastover Land Use Plan designation of "Rural" as the R30 zoning category is consistent with this land use designation. 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.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

EXPLANATION OF THE REQUEST

Change of Zoning: A1 to R30

Applicant requests to rezone 0.71 +/- acres from A1 Agriculture to R30 Residential for property located at 3618 Gabe Smith Road. This request would increase the allowed density from 1 unit per 2 acres (87,120 sq. ft.) to 1 unit per 30,000 square feet. This is a conventional rezoning, and no conditions are proposed at this time.

PROPERTY INFORMATION

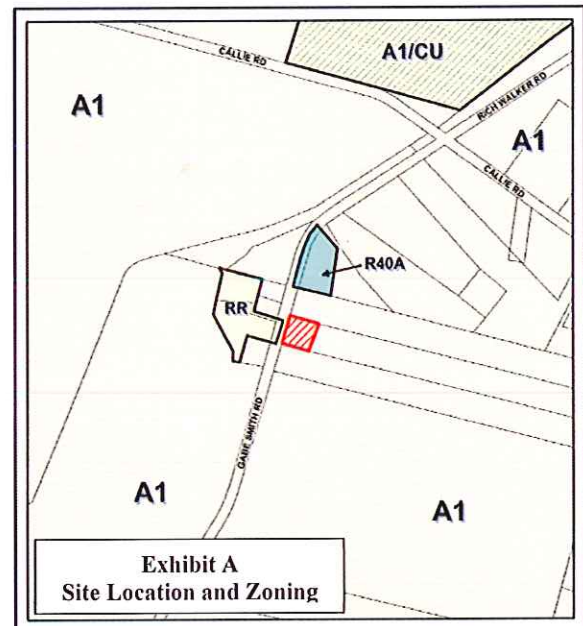
OWNER/APPLICANT: Louretha K. McKethan(owner)

ADDRESS/LOCATION:: 3618 Gabe Smith Road;
REID:: 0550458316000. Refer to Exhibit "A", Site Location.

SIZE: 0.79 +/- acres (34,412 sq. ft.). The property has 169.57 +/- feet of street frontage along Gabe Smith Road. The property has a depth of 167 +/- in feet.

EXISTING LAND USE: The parcel is developed with a single-family home.

OTHER SITE CHARACTERISTICS: The property is located within the watershed area, but not over an acre; thus, an approval letter may not be required before permits are issued. The site is not located within the Special Flood Hazard Area. The eastern side of the property has presence of hydric soils, as shown in Exhibit "B".



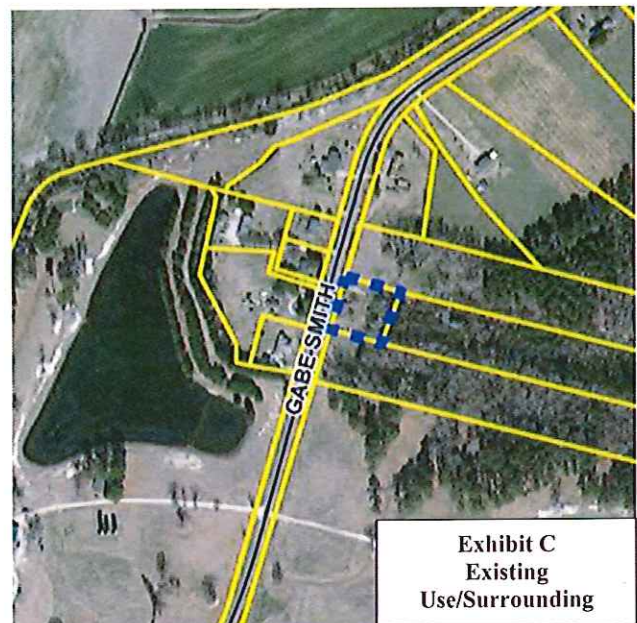
■ A HYDRIC SOILS
■ B HYDRIC INCLUSION SOILS
— EASTOVER WATER
— NO SEWER

DEVELOPMENT REVIEW: This property was created legally by deed in 2001 (Deed Bk. 5503, Pg. 5525). As part of this deed a forty foot wide access easement was reserved along the northern property line grant access to the eastern parcel.

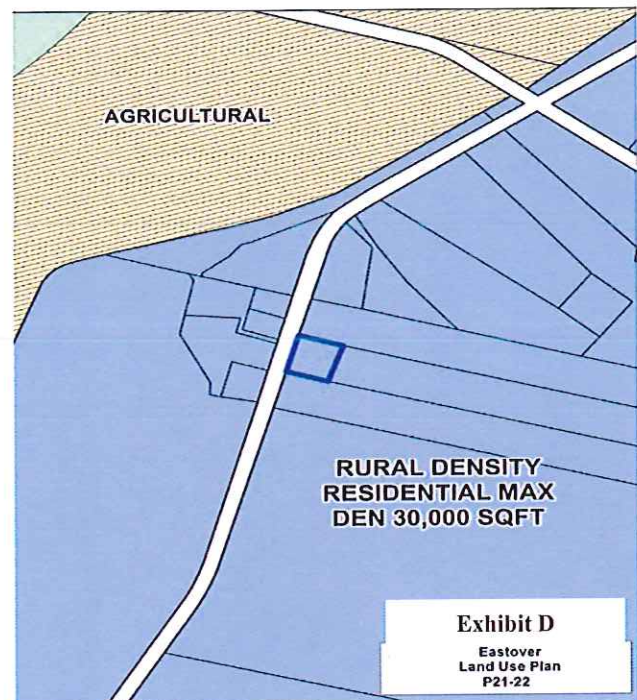
SURROUNDING LAND USE: Farmland is the predominate land use occurring in the area surrounding the subject property. Single family homes also occur along Gabe Smith Road. Exhibit "C" illustrates the surrounding uses.

UTILITIES: The property is served by septic and Eastover water. There are no public sewer lines available. Exhibit "B" shows the location of adjacent utilities.

MINIMUM YARD SETBACKS: If approved, the 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 Eastover Land Use Plan designates this parcel as "Rural" with a 30,000 sq. ft. maximum lot size. Exhibit "D" illustrates the Eastover Land Use Plan. **Request is plan compliant.**



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

TRAFFIC: The subject property abuts Gabe Smith Road and 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 (2016) on Braxton Road is 1,700.

SCHOOLS CAP/ENROLL: Eastover Central Elementary 540/334; Mac Williams Middle 1270/1076; Cape Fear High 1425/1400

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 no issues at this time.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport: Airport Overlay District and is not within five miles of Fort Bragg Military Base.

STAFF RECOMMENDATION

For Case P21-22, the Planning & Inspections staff **recommends approval** of the rezoning request from **A1 Agriculture to R30 Residential** and finds the request consistent with the Eastover Land Use Plan designation of "Rural" as the R30 zoning category is consistent with this land use designation. 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:
Notification Mailing List
Zoning Application

ATTACHMENTS -- MIALING LIST

OWNER_NAME	ADDRESS	CITYSTATEZIP
MCARTHUR, ANTHONY NEILL	3633 GABE SMITH RD	WADE, NC 28395
MCARTHUR, ERIC A	3599 GABE SMITH RD	WADE, NC 28395
MCARTHUR, TONYA	3611 GABE SMITH RD	WADE, NC 28395
MCARTHUR, HUBERT	3627 GABE SMITH RD	WADE, NC 28395
HARRIS, LOURETHA K	3618 GABE SMITH RD	WADE, NC 28395
MCALLISTER, EDDIE G HEIRS	2304 VESTAL AVE	FAYETTEVILLE, NC 28301
LAMBERT, RICHMOND P JR;LAMBERT, MARY F	PO BOX 186	WADE, NC 28395
FAIRCLOTH, JAMES M;FAIRCLOTH, SYLVIA W	4632 YADKIN RD	FAYETTEVILLE, NC 28303

OWNER_NAME	ADDRESS	CITYSTATEZIP
BOWYER, SAMUEL W;BOWYER, FRANCE	PO BOX 53186	FAYETTEVILLE, NC 28305
FAIRCLOTH, JAMES M;FAIRCLOTH, SYLVIA W	4632 YADKIN RD	FAYETTEVILLE, NC 28303
FAIRCLOTH, JAMES M;FAIRCLOTH, SYLVIA W	4632 YADKIN RD	FAYETTEVILLE, NC 28303
MCARTHUR, ANTHONY NEILL	3633 GABE SMITH RD	WADE, NC 28395
MCARTHUR, ERIC A	3599 GABE SMITH RD	WADE, NC 28395
MCARTHUR, TONYA	3611 GABE SMITH RD	WADE, NC 28395
MCARTHUR, HUBERT	3627 GABE SMITH RD	WADE, NC 28395
MCARTHUR, ELAZZO MARTIN DE PORUS	3637 GABE SMITH RD	WADE, NC 28395
ELLIOTT, HILDA R	3659 GABE SMITH RD	WADE, NC 28395
HARRIS, LOURETHA K	3618 GABE SMITH RD	WADE, NC 28395
BOATWRIGHT, ANNIE LEE	3662 GABE SMITH RD	WADE, NC 28395
MCALLISTER, EDDIE G HEIRS	2304 VESTAL AVE	FAYETTEVILLE, NC 28301
PARKER, FANNIE S;PARKER, RAYMOND JR	8076 E PHIRNE RD	GLEN BURNIE, MD 21061
LAMBERT, RICHMOND P JR;LAMBERT, MARY F	PO BOX 186	WADE, NC 28395
FAIRCLOTH, JAMES M;FAIRCLOTH, SYLVIA W	4632 YADKIN RD	FAYETTEVILLE, NC 28303
UNITED STATES OF AMERICA	0 N/A N/A	WASHINGTON, DC 20410
COPENING, DEMETRIC TERRELL;MELVIN, T'NIKA	117 MULLINS AVE	FAYETTEVILLE, NC 28301
ELLIOTT, DAVID	3694 GABE SMITH RD	WADE, NC 28395
ADAMS, DONELL JUNIOR;ADAMS, TORANIQUE LEINA	1212 JEREENS CREEK RD	FAYETTEVILLE, NC 28312

3rd class 1,100' Rad

P 21-22

**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 R30
2. Address of Property to be Rezoned: 3618 Gabe Smith Rd
3. Location of Property: Gabe Smith Rd, Wade, NC
4. Parcel Identification Number (PIN #) of subject property: 0550458316000
(also known as Tax ID Number or Property Tax ID)
5. Acreage: .79 Frontage: 173 Depth: 176
6. Water Provider: Well: _____ PWC: _____ Other (name): ESD
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 5503, Page(s) 524, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residence
10. Proposed use(s) of the property: Residence
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.

LOURETHA K. MCKETHAN
NAME OF OWNER(S) (PRINT OR TYPE)

3618 Gabe Smith Rd, Wade, NC
ADDRESS OF OWNER(S)

910-483-1428 cell 920-8461
HOME TELEPHONE # WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Louretta.McK1945@gmail.com
E-MAIL

HOME TELEPHONE # WORK TELEPHONE #

SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Louretta K. McKethan
SIGNATURE OF OWNER(S)

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

27068

BK5503 0524

DRAFTED BY/RETURN TO: Banner Jones, III, Attorney at Law, P. O. Box 749, Fayetteville, NC 28302
 QUIT CLAIM DEED REVENUE: 0

NORTH CAROLINA, CUMBERLAND COUNTY

THIS DEED, made this 26 day of June, -19 2001, by

EDGAR RUDOLPH HARRIS
 to LOURETHA K. HARRIS

herein called Grantor,

herein called Grantee,

WITNESSETH THAT: Grantor, for ten dollars and other valuable considerations hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, his heirs, successors and assigns, certain land described as follows:

EASTOVER Township

SEE SCHEDULE A

TITLE REF: 2544-605 (entire tract); front part: 4596-889, 3942-840

Mail To: Louretha K. Harris

GRANTEES ADDRESS: 3618 Gabe Smith Road
 Wade, NC 28395

RECEIVED

6-27-2001 AM 9:39:15

GEORGE E. TATUM
 REGISTER OF DEEDS
 CUMBERLAND CO., N.C.

TO HAVE AND TO HOLD said land and all privileges and appurtenances thereto belonging, to Grantee, his heirs, successors and assigns, forever.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this deed.



Edgar R. Harris (SEAL)
 EDGAR RUDOLPH HARRIS

(SEAL)

(SEAL)

NORTH CAROLINA Cumberland COUNTY

I, *Wendy Teresa Butler*
 do hereby certify that EDGAR RUDOLPH HARRIS

, a Notary Public of Said County and State

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 27th day of June, 2001

My commission expires: 09-09-2001

Wendy Teresa Butler
 Notary Public

The foregoing Certificate(s) of

Wendy Teresa Butler

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

By *George E. Tatum* REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
 Deputy/Assistant - Register of Deeds

NO REVENUE

SCHEDULE "A"

Eastover Township

BEGINNING at a point located on the Western right-of-way of State Road 1719, which is the common corner of the property owned by Estelle Robinson (formerly Estelle Smith) (See Deed recorded in Book 907, Page 497) and Loydia Murphy and running thence between the dividing line of said properties South 72 East 180.29 feet to the Northwest corner of the 1.29 acre tract of land conveyed to Glen Nash and running thence with his Western line South 23 degrees 33 minutes East 170.37 feet to a point in the Southern property line of which this is a part and the Southwest corner of the 1.29 acre tract and thence North 72 West 167.26 feet to the Western right-of-way of State Road 1719; which is the Southwest corner of the property of which this is a part; and running thence North 19-10 East 169.57 feet to the point of beginning, and being the Western portion of a tract of land described in Book 907, Page 497.

Excepted from this conveyance is a 40 foot right-of-way to Glen T. Nash along the Northern property line as recorded in Book 2295, Page 245.

"RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT"

WmB

AaA

GABE SMITH SR 1719

Ro

AaA

Property Summary

Data last updated on: 3/8/2021 Ownership current as of: 3/8/2021 Tax Year: 2021

REID 0550458316000
Location Address
3618 GABE SMITH RD

PIN # 0550-45-8316
Property Description
0.71 AC TAYLOR LD

[Print Property Info](#) [Search Results](#) [New Search](#)

Property Owner
HARRIS, LOURETHA K

Owner's Mailing Address
3618 GABE SMITH RD
WADE NC 28395

[Parcel](#) [Buildings](#) [Misc Improvements](#) [Land](#) [Deeds](#) [Notes](#) [Sales](#) [Sales Comparison](#) [Photos](#)

Administrative Data

Plat Book & Page
Old Map#
Market Area 4080
Township NONE
Planning Jurisdiction COUNTY
City
Fire District 0161-FIRE-SERV-DIST
Spec District RECREATION
Land Class F101-RURAL
History REID 1
History REID 2
Acreage 0.71
Permit Date
Permit #

Transfer Information

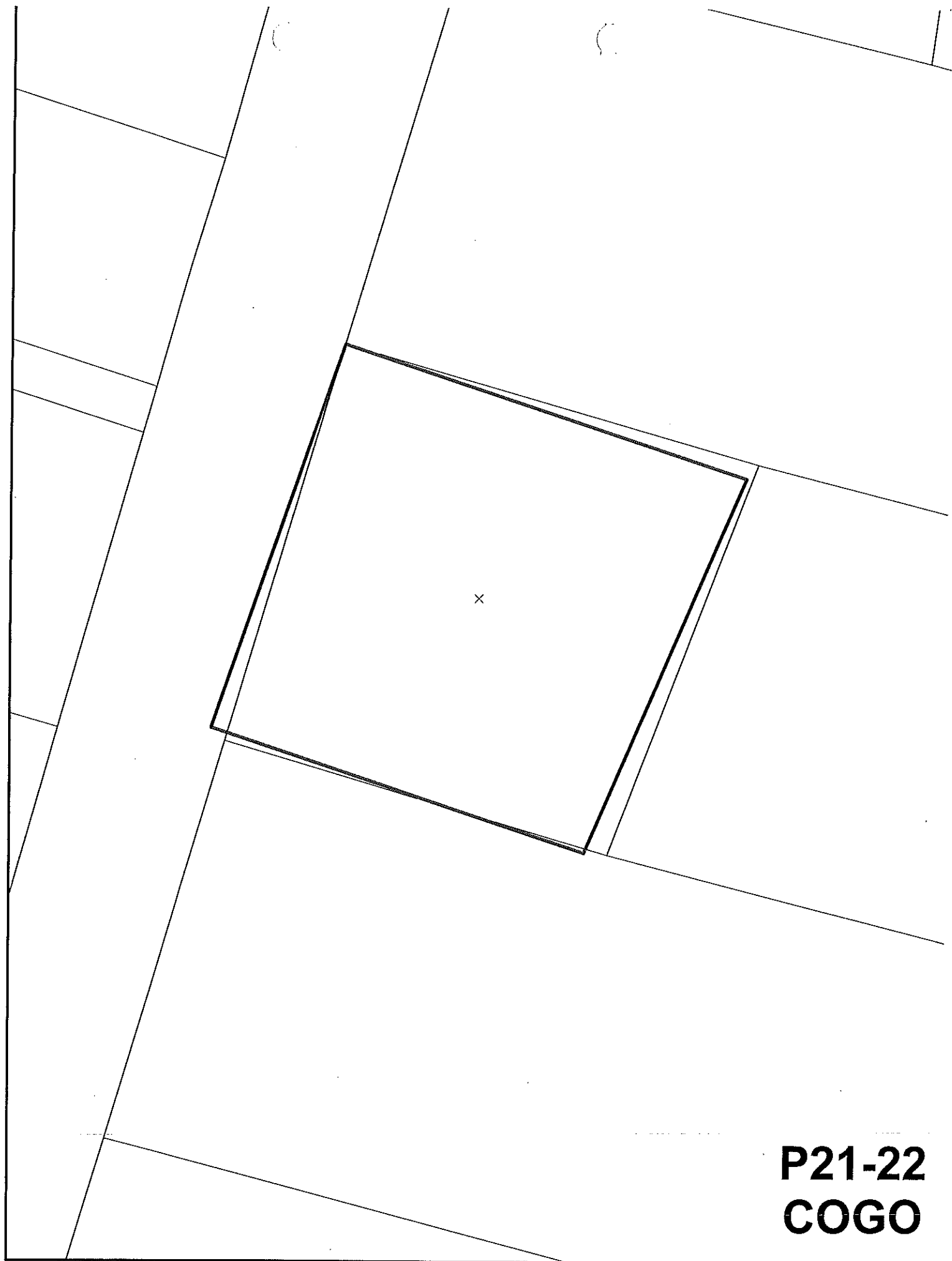
Deed Date 06/27/2001
Deed Book 005503
Deed Page 00524
Revenue Stamps 0.00
Package Sale Date
Package Sale Price
Land Sale Date 06/27/2001
Land Sale Price

Improvement Summary

Total Buildings 1
Total Units 0
Total Living Area 976
Total Gross Leasable Area 0

Property Value

Total Appraised Land Value \$12,000
Total Appraised Building Value \$40,519
Total Appraised Misc Improvements Value \$53
Total Cost Value \$52,572
Total Sales Comp Value \$69,600
Total Appraised Value - Valued by Sales Comp - \$69,600
Other Exemptions
Exemption Desc
Use Value Deferred
Historic Value Deferred
Total Deferred Value
Total Taxable Value \$69,600



P21-22
COGO

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 May 17, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-21 rezoning 1.20 +/- ac A1 to RR or more restrictive zoning 6285 & 6291 Braxton Rd owner Marcus G. McLean

P21-22 rezoning 0.71 +/- ac A1 to R30 or more restrictive zoning 3618 Gabe Smith Rd owner Louretha K. McKethan

P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R40 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.

5/3, 10

5214311

Ad Order Number

0005244311

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 5/17/21 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

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer EMail

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

Net Amount

\$288.04

Tax Amount

\$0.00

Total Amount

\$288.04

Amount Due

\$288.04

Payment Method

Payment Amount

\$0.00

Ad Number

0005244311-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 38 cl

Color

<NONE>

Product

FO::

401 - Legals

Run Dates

5/3/2021, 5/10/2021

Inserts

2

Cost

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 5/17/2021

SUBJECT: CASE P21-23

BACKGROUND

Case P21-23: Rezoning of 1.95+/- acres from R6A Residential to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contracting and retail or to a more restrictive zoning district, located on the north side of SR 1141 (Cumberland Road) and south of SR 1144 (Sterling Drive), submitted by Gary Duane McGuire Jr. (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R6A to C2(P)/CZ Conditional Zoning at the April 27, 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: For Case P21-23, the Planning & Inspections staff recommends approval of the rezoning request from R6A to C2(P)/CZ Conditional Zoning, subject to the conditions of approval and conditional use site plan and finds the request consistent with the Southwest Cumberland Land Use Plan designation of "Heavy Commercial" and the zoning category is consistent with this land use designation. 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:

For Case P21-23, I move to approve the rezoning request from **R6A to C2(P)/CZ Conditional Zoning**, subject to the conditions of approval and conditional use site plan, and find the request consistent with the

Southwest Cumberland Land Use Plan designation of “Heavy Commercial”. 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:

For Case P21-23, I move to deny the rezoning request from **R6A to C2(P)/CZ Conditional Zoning**, and find the request (consistent/not consistent) with the designation of “Heavy Commercial” of the Southwest Cumberland Land Use Plan. 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



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

MAY 6, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-23:** Rezoning of 1.95+/- acres from R6A Residential to C2(P) Planned Service and Retail/CZ Conditional Zoning for trade contracting and retail or to a more restrictive zoning district, located on the north side of SR 1141 (Cumberland Road) and south of SR 1144 (Sterling Drive), submitted by Gary Duane McGuire Jr. (owner).

ACTION: Recommended approval of the rezoning request from R6A to C2(P)/CZ Conditional Zoning at the April 27, 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 APRIL 27, 2021

For Case P21-23, the Planning & Inspections staff recommends approval of the rezoning request from R6A to C2(P)/CZ Conditional Zoning, subject to the conditions of approval and conditional use site plan and finds the request consistent with the Southwest Cumberland Land Use Plan designation of "Heavy Commercial" and the zoning category is consistent with this land use designation. 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.

For Case P21-23, Mr. Manning made a motion, seconded by Mrs. Moody to approve the rezoning request from R6A to C2(P)/CZ Conditional Zoning, subject to the conditions of approval and conditional use site plan and finds the request consistent with the Southwest Cumberland Land Use Plan designation of "Heavy Commercial" and the zoning category is consistent with this land use designation. 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.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

Jurisdiction: County-Unincorporated

EXPLANATION OF THE REQUEST

Change of Zoning- From: R6A To C2(P)/CZ

Applicant requests a change of zoning from R6A Residential to C2(P)Planned Service and Retail/CZ Conditional Zoning for approximately 1.95 acres of land on the north side of Cumberland Road, east of Wavetree Road and west of Ireland Road. The purpose of the request is to assign a commercial zoning that can accommodate a landscape retail and service business with outdoor storage. This request is a conditional zoning and conditions are proposed at this time. Exhibit "A" identifies the location of the property and the zoning currently assigned to it. Exhibit "B" (attached) includes the zoning conditions while Exhibit "C" provides the conditional use site plan.

PROPERTY INFORMATION

OWNER/APPLICANT: Gary Duane McGuire, Jr.

ADDRESS/LOCATION: 3934-3953 Cumberland Road
REID: 0415694469/4455/5477

SIZE: 1.95 acres among three contiguous parcels. This request includes three parcels along Cumberland Road, all owned by the applicant.

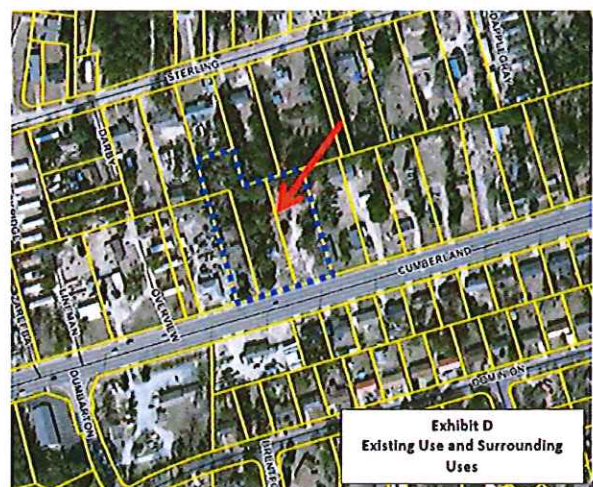
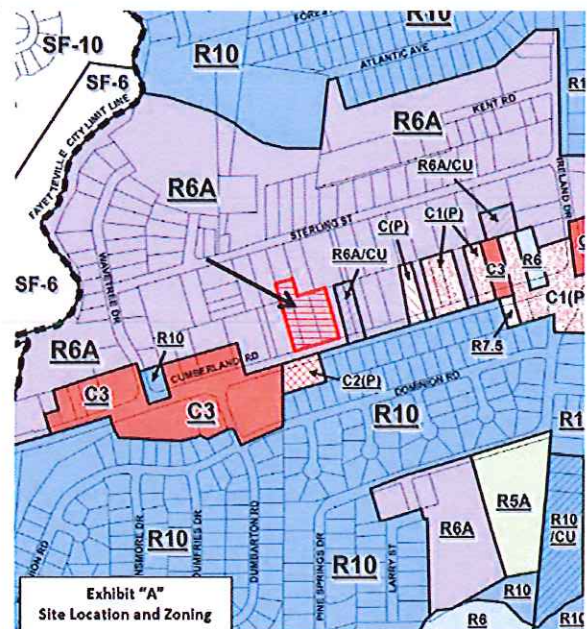
Road Frontage: Approximately 250 feet along north side of Cumberland Road.

EXISTING LAND USE: The property currently includes a single-family home and a storage. Exhibit "B" provides an aerial photograph showing the current use of the subject properties as well as uses occurring on surrounding properties. Exhibit "D" shows the existing use of the property.

SURROUNDING LAND USE: Uses in the surrounding area are a mix of single-family residential neighborhoods, mobile home parks, and commercial service businesses. Surrounding uses are shown within Exhibit "D".

OTHER SITE CHARACTERISTICS: The properties are not located within a 100-Year Flood Zone nor situated within a watershed. There are no hydric and hydric inclusion soils on the property, as shown in Exhibit "E".

DEVELOPMENT REVIEW: This property is part of the Charles Walker Farm Plan, recorded in June 1941, Plat Book 10, Page 14.

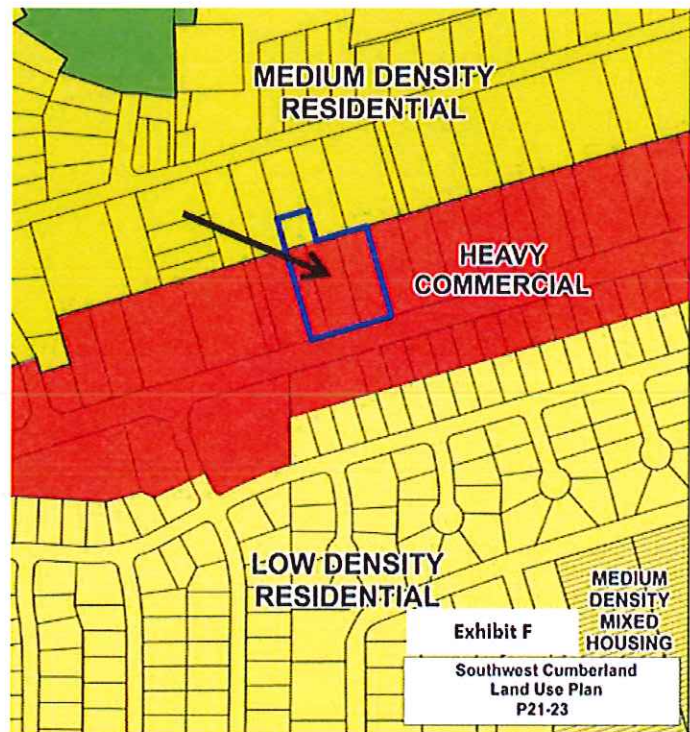
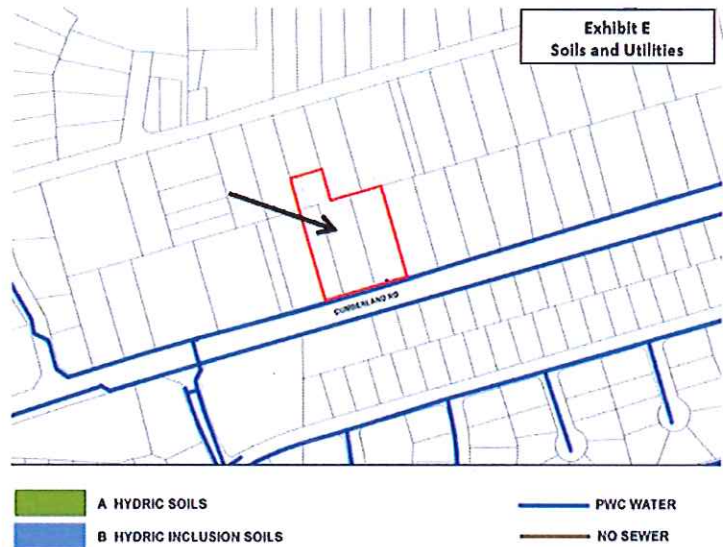


UTILITIES: Water is available from PWC utilities, but not central sewer is available to the site. Sewer will be addressed through on-site septic tank. The properties are not located within a water/sewer district. This area is currently served by PWC Electric. Exhibit "E" provides information on utilities available to the subject property.

MINIMUM YARD SETBACKS: If approved, each parcel would be subject to the C2 Commercial minimum setback standards: Front yard: 50-foot, Side yard: 30-foot, Rear yard: 30 foot.

COMPREHENSIVE PLANS: The 2030 Growth Vision Plan designates this area as "Urban". Located in the *Southwest Land Use Plan* area, the subject property is designated as "Heavy Commercial" with exception to the northern part of the middle parcel, which is assigned a Medium Density Residential designation. The Land Use designations are illustrated in Exhibit "F". As most of the subject property is located in the "Heavy Commercial" designation. The request is plan compliant.

The subject property is also located in the Cumberland Road Study. This request is also consistent with the policies in this plan because the request is for commercial and is a conditional zoning request.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

TRAFFIC: The subject property fronts Cumberland Road and is identified as an existing thoroughfare in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject properties will have no impact on the Transportation Improvement Plan.

SCHOOLS CAP/ENROLL: The change of zoning to C2(P) Commercial will not generate additional school-age children. Mary McArthur Elementary: 465/381; Douglas Byrd Middle: 600/595; Douglas Byrd High: 1280/899

ECONOMIC DEVELOPMENT: Comment requested via e-mail. None received.

EMERGENCY SERVICES: No issues were identified at this time by Emergency Services.

SPECIAL DISTRICTS: The subject property is not located within five miles of Fort Bragg Military base and is not located within or near the Fayetteville Regional Airport Overlay District.

STAFF RECOMMENDATION

For Case P21-23, the Planning & Inspections staff **recommends approval** of the rezoning request from **R6A to C2(P)/CZ Conditional Zoning**, subject to the conditions of approval and conditional use site plan and finds the request consistent with the Southwest Cumberland Land Use Plan designation of "Heavy Commercial" and the zoning category is consistent with this land use designation. 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:
Notification Mailing List
Zoning Application

EXHIBIT B CONDITIONAL ZONING TERMS

EXHIBIT B

CONDITIONAL ZONING TERMS

C2P)/CZ RESIDENTIAL/CZ CONDITIONAL ZONING DISTRICT

DRAFT

Ordinance Related Conditions For a landscape retail and service business

Pre- Permit Related:

1. The owner/developer(s) of this property lots must obtain detailed instructions from the County Current Planning Section in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance regarding the final site plan submittal requirements.
2. Prior to applicant for any permits, the recombination plat must be recorded.
3. If any right-of-way dedication is required by NCDOT, a recorded plat referenced above shall identify any such right-of-way dedication and sight distance easements. (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. The development shall connect to the central water system that is available to it. 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 this property must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer. (Chpt. 4, County Code & Sec. 107, County Zoning Ord.)
7. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application. [Sec. 4-8(b)(2), County Code]
8. **Driveway Permit Required.** Construction of any new connection or alteration of any existing connection may require an approved Driveway Permit. For additional information contact the NC Department of Transportation's (NCDOT) Division 6/District 2 office.

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

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

Note: In the event the NCDOT driveway permit process alters the site plan in any manner, three copies of a revised site plan (and 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 if not connected to central water system. Property 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 final site plans and zoning conditions. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)
12. Landscaping must be provided in accordance with Section 1102.N. County Zoning Code and shall at minimum include:
 - a. Minimum of one large shade tree or two small ornamental trees per 50 linear feet of street frontage. Calculation for the required number of trees shall be the total length of street frontage divided by 50.
 - b. Trees shall be planted within the front yard setback, not within the right-of-way, and may be clustered.
 - c. The size of the trees to be planted shall be a minimum of two inch caliper for large shade trees and a minimum of six feet in height for small ornamental trees as specified by the latest edition of American Standard for Nursery Stock published by the American Association of Nurserymen.
 - d. Required plant materials shall be maintained by the property owner, including replacing dead or unhealthy trees and shrubs, and all landscape buffers adjacent to residential areas shall be maintained in a manner to screen the non-residential use from residential homes; and
 - e. All yard and planting areas shall be maintained in a neat, orderly, and presentable manner and kept free of weeds and debris.

Site-Related:

13. At the final site plan, a solid buffer shall be installed: when a non-residential use abuts a residentially-zoned property along the side and/or rear property lines; when any commercial off-street parking or loading space abuts a residential district along the side or rear property lines. The final site plan shall show the buffer screen type that is provided adjacent to residential areas. The existing vegetative buffer appearing in the site plan, as shown in Exhibit "A", shall not be disturbed, and the property owner will replace dead trees and understory trees to maintain the buffer with residential areas.
14. All uses, dimensions, setbacks and other related provisions of the County Zoning Ordinance for the C2(P)/CZ Conditional Zoning must be complied with, as applicable, and as appearing with the site plan appearing in Exhibit "A". Any conditions set forth herein this ordinance, including Exhibit "A", shall supersede the Zoning Code. If not specifically addressed within this Ordinance, all requirements of the Zoning and Subdivision Codes shall be met.
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. 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.)

16. 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.)
17. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
18. 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.)
19. This review does not constitute a "site plan" approval by NC Department of Transportation (NCDOT). The NC Department of Transportation's (NCDOT) approval of the driveway plans is required and any street improvements are required to be constructed to the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS §136-102.6). If buildings permits are issued by Cumberland County prior to NCDOT acceptance of the streets, the developer is responsible that roads shall meet conditions suitable for safe passage for vehicles used by County inspection personnel. The County Building Official may delay inspections if determined that road conditions do not provide safe passage for vehicles used by County inspectors.
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. The subdivision plan must provide an internal access any the stormwater facility serving the site.
23. The final site plan shall provide a minimum of on off-street loading space(s) designed per the standards set forth in the Zoning Code.
24. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides
25. All required oof-street parking spaces shall be a minimum of 9' x20' and shall be surfaced, with a permanent material such as asphalt or concrete, and striped prior to application for the building final inspection. The minimum number of parking spaces shall be meet standards set forth in the Zoning Code and determined at the time of the final site plan.
26. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 pm and 7:00 am. In any event, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's Noise Ordinance is required.

Plat-Related:

27. Any and all easements must be reflect on the final plat and labeled as to the type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.
28. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by Current Planning.

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

29. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the final plat when submitted for final approval.

30. The final plat must be submitted to the Current Planning Section for review and approval for recording with the County Register of Deeds, and the plat must be recorded prior to any permit application for any structure and/or prior to the sale of any lot or unit within this development.
31. The developer should be aware that any addition and/or revision to this plat may require an additional review and approval by the Planning & Inspections Department prior to submission for final plat approval of any portion of this development.

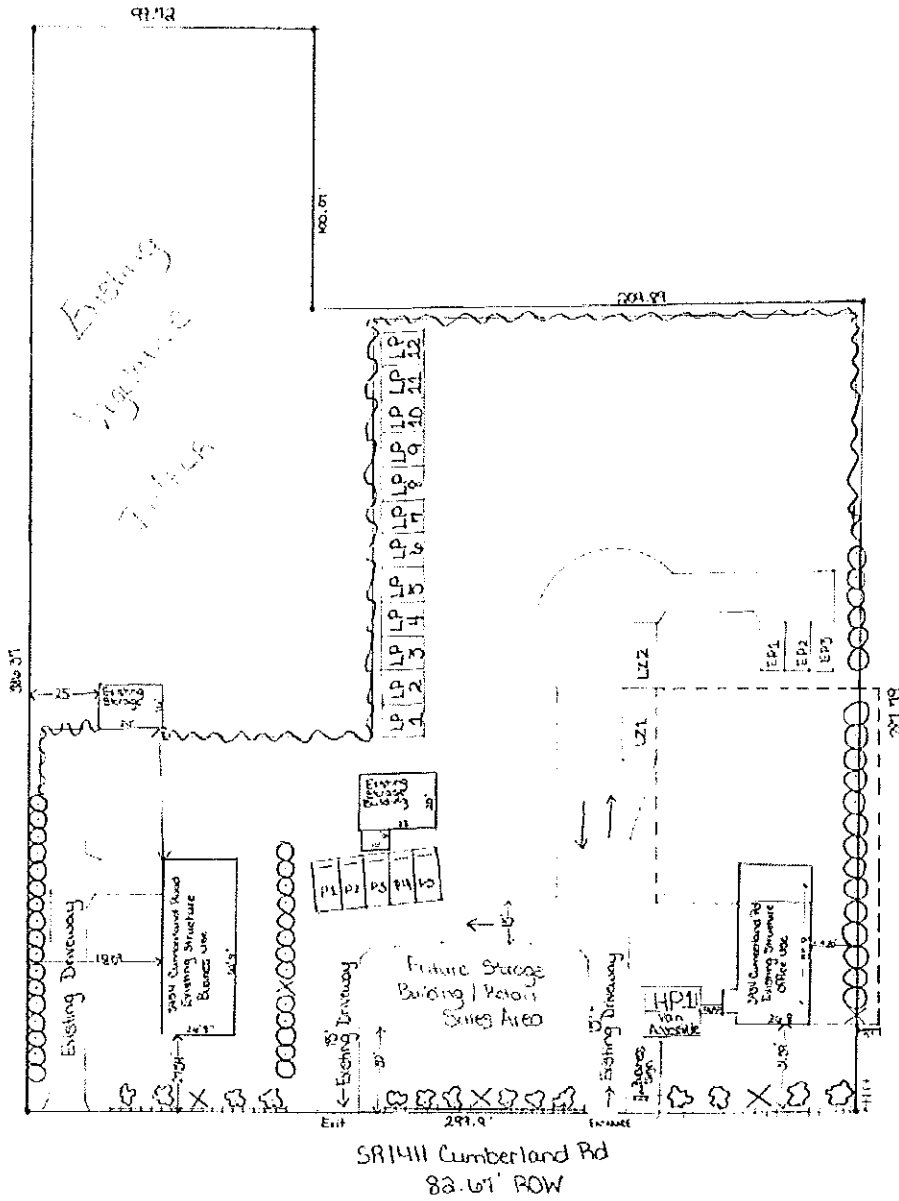
Advisories:

32. The applicant is advised to consult an expert on wetlands before proceeding with any development.
33. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
34. 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.
35. 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.
36. 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.
37. 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.
38. The subject property is located at the intersection of Highway 87 and Harrington Road. Highway 87 is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan, and Harrington road 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. For questions related to this comment, please contact Transportation Planning.

Other Relevant Conditions:

39. This conditional approval is contingent upon continued compliance with the County's Zoning Ordinance and the conditions set forth herein.

EXHIBIT C (aka Exhibit "A" of the Condition Ordinance) SITE PLAN



Zoning R10A

1"=20' LEGEND

---	Chain Link Fence
++++	Split Rail Fence
~~~~~	Existing Buffer Line
—	Parking Strip
P1-P5	Customer Parking
H1	Hardscaping
E1-E3	Employee Parking
LZ1-LZ2	Loading Zone
X	Maturing Tree
○	Autumn Cornelia
○	Loro Rubel
○	LP1-12 Landscaping Piles 12' x 15'

- Amy D. Drugg  
08-14-2021

## ATTACHMENTS

## NOTIFICATION LIST

OWNER_NAME	ADDRESS	CITYSTATEZIP
EDGE, JERRY L;BRENDA, . I	4001 CUMBERLAND RD	FAYETTEVILLE, NC 28306
2000 LS LLC	PO BOX 1389	DUNN, NC 28335
CHRISTINE SMITH ESTATE LANDS LLC	7099 E CRANBERRY CT	FAYETTEVILLE, NC 28306
MILLER, KIRK	2530 PARKRIDGE DR	FAYETTEVILLE, NC 28306
CHRISTINE SMITH ESTATE LANDS LLC	7099 E CRANBERRY CT	FAYETTEVILLE, NC 28306
2000 LS, LLC	PO BOX 1389	DUNN, NC 28335
TAYLOR, PAMELA RUTH	1510 BERKLEY PL	FAYETTEVILLE, NC 28304
2000 LS LLC	PO BOX 1389	DUNN, NC 28335
NOWELL, JAMES B;NOWELL, WENDY J	5516 LAFAYETTE ST	HOPE MILLS, NC 28348
WILFONG, JEFFREY BOYD;WILFONG, TAMARA LEE	2 N 240 VIRGINIA ST	GLEN ELLYN, IL 60137
MICHEL, DOMINIQUE	3705 SUNCHASE DR	FAYETTEVILLE, NC 28306
WILLIAMS, KATHY REGINA	1349 SALTWELL PL	FAYETTEVILLE, NC 28314
ROGERS, STEPHEN P;ROGERS, SUKANYA W	2603 DUMBARTON RD	FAYETTEVILLE, NC 28306
GIBBS, THOMAS VANCE;GIBBS, LINDA J	4623 DOMINION RD	FAYETTEVILLE, NC 28306
SULLIVAN, PAUL J;SULLIVAN, MURIEL	2608 BRENTFORD DR	FAYETTEVILLE, NC 28306
CHUNJI, HEIDI	2604 BRENTFORD DR	FAYETTEVILLE, NC 28306
HAYES, RONALD E;HAYES, TERRIE	4621 DOMINION RD	FAYETTEVILLE, NC 28306
BRIDGES, LENNON JR	4620 DOMINION RD	FAYETTEVILLE, NC 28306
PAIGE, MICHAEL JAMES;PAIGE, KELLY ANN	P O BOX 253	ROSEBORO, NC 28382
DREW, CARL H;DREW, MARIA T	2601 BRENTFORD DR	FAYETTEVILLE, NC 28306
GOODMAN, RONALD I;GOODMAN, SABINE	2608 DOWNS PL	FAYETTEVILLE, NC 28306
RATLEY, KENNETH WAYNE;RATLEY, SUSANNE JANE	4611 DOMINION RD	FAYETTEVILLE, NC 28306
RAMIREZ, DUNIA ZALDIVAR;RAMIREZ, RAMON CABALLERO PAJARO	2604 DOWNS PL	FAYETTEVILLE, NC 28306
FERRERA, MARLENE	2605 DOWNS PL	FAYETTEVILLE, NC 28306
SIMPSON, SHAWN D;SIMPSON, VANDELLA L	2609 DOWNS PL	FAYETTEVILLE, NC 28306
BPDH PROPERTIES 2018-1 LLC	11246 ALUMNI WAY	JACKSONVILLE, FL 32246
WILFONG, TAMARA;WILFONG, JEFFREY	2N240 VIRGINIA	GLEN ELLYN, IL 60137
MACIAS, JOEL	3988 CUMBERLAND RD	FAYETTEVILLE, NC 28306
WILFONG, JEFFREY BOYD;WILFONG, TAMARA L	2N240N VIRGINIA AVE	GLEN ELLYN, IL 60137
WILFONG, JEFFREY BOYD;WILFONG, TAMARA L	2N240N VIRGINIA AVE	GLEN ELLYN, IL 60137
WILFONG, JEFFREY BOYD;WILFONG, TAMARA L	2N240N VIRGINIA AVE	GLEN ELLYN, IL 60137
TAYLOR, PAMELA RUTH	1510 BERKLEY PL	FAYETTEVILLE, NC 28304
PAGE, DAN;PAGE, SARAH CAPPS	4625 STERLING ST	FAYETTEVILLE, NC 28306
CHURCH, PAUL;CHURCH, BOONLONG	3981 CUMBERLAND RD	FAYETTEVILLE, NC 28306
TAYLOR, PAMELA RUTH	1510 BERKLEY PL	FAYETTEVILLE, NC 28304
MASSALINE, MARVIN S;MASSALINE, TRACY M	3968 CUMBERLAND RD	FAYETTEVILLE, NC 28306
QUIGLEY, ROBERT E	4623 STERLING ST	FAYETTEVILLE, NC 28306
FORD, ANTHONY;FORD, MINNIE	4617 STERLING RD	FAYETTEVILLE, NC 28306
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
EDWARDS, CATHA L, WILLIE J RAY;EDWARDS, GERALDINE	4613 STERLING ST	FAYETTEVILLE, NC 28306
D RAYMER PROPERTIES LLC	7445 RYAN ST	FAYETTEVILLE, NC 28314
JESSIE, RICKEY L;JESSIE, WANDA	4616 DOMINION RD	FAYETTEVILLE, NC 28306
TOLBERT, STEVEN R;IRMGARD, S	502 YORK RD	FAYETTEVILLE, NC 28303
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
HAMOUDI, MUNTHAR;HAMOUDI, TAMI J	4839 OLD FIELD RD	FAYETTEVILLE, NC 28304
TORRES, WANDA	PO BOX 48307	CUMBERLAND, NC 28331
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
BARWICK, BARBARA LEE	4609 STERLING ST	FAYETTEVILLE, NC 28306
SAVILLE PROPERTY MANAGEMENT INC	912 A HOPE MILLS RD	FAYETTEVILLE, NC 28304

WOLFE, VINCENT F;WOLFE, ALICE  
 ANDINO, LAURI  
 CASH, RACHEL M  
 CASH, RACHEL M  
 BETHUNE, GEORGE;BETHUNE, CARLINE  
 ENOCHS WALK PROPERTIES LLC  
 BECERRA, ROCIO GONZALEZ  
 VALASCO, JAMES J  
 GARCIA-RAMOS, LUIS A  
 PEERLESS INVESTMENTS LLC  
 LESSANE, LEZUE  
 VALASCO, JAMES J  
 HURT, JOHN MELCHER;HURT, SANDRA TEW  
 HUNT, JAMES F  
 D & D CONSTRUCTION & REALTY LLC  
 SMITH, CURTIS H  
 UNDERWOOD, JAMES;ROBIN U CAMPBELL  
 MCNAIR, GWENDOLYN  
 CASTELLANOS, EDIN RAUL  
 HORTON, MARK ALLEN  
 VALASCO, JAMES JUNIOR  
 MILDNUM, MICHAEL L  
 SHORTSLEEVES HOME BUYER, LLC  
 LAMPLEY, JUANITA  
 NANTES, ERIC A;NANTES, LESLIE C BOSWELL  
 HURT, JOHN MELCHER  
 NORTHRUP, BRUCE A;NORTHRUP, SU O  
 IVEY, FLOSSIE SUE  
 OSBORNE, ROBERT L;OSBORNE, BARBA  
 HATCHER, C B  
 LANCASTER, KENDRA PAIGE BRIGHT;LANCASTER, JAMES M  
 FRANGAKIS, THOMAS J  
 THIBODEAUX, JERAMY T;THIBODEAUX, YONG U  
 ALEMANY, HENRY  
 COLE, VERMADEL HEIRS;COLE, FREDERICK TRUSTEE;COLE, PATRICIA TRUSTEE  
 CITY OF FAYETTEVILLE  
 MEEHAN, MARILYN WEST  
 WILFONG, JEFFREY BOYD;WILFONG, TAMARA L  
 COOPER, RICKY LEON  
 IBEL DESIGN, LLC  
 AMAZING LIFE, LLC  
 BRESWITZ, DELORES B  
 WALTERS, NICKOLAS STEVEN  
 WALTERS, NICKOLAS STEVEN  
 CORTES, SUEDNA L  
 MCLEAN, FREDDIE J  
 BRITT, CATHERINE YOUNG  
 HAS PROPERTIES INC  
 WANG, ZHIHENG;WANG, YURONG LIU  
 HAS PROPERTIES INC

4610 DOMINION RD FAYETTEVILLE, NC 28306  
 PO BOX 48063 CUMBERLAND, NC 28331  
 4605 STERLING ST FAYETTEVILLE, NC 28306  
 4605 STERLING ST FAYETTEVILLE, NC 28306  
 4608 DOMINION RD FAYETTEVILLE, NC 28306  
 PO BOX 322 HOPE MILLS, NC 28348  
 3917 CUMBERLAND RD FAYETTEVILLE, NC 28306  
 933 LITTLE BAY AVE NORFOLK, VA 23503  
 4601 STERLING ST FAYETTEVILLE, NC 28306  
 PO BOX 71 CLINTON, NC 28329  
 1022 WOOD CREEK DR 1 FAYETTEVILLE, NC 28314  
 933 LITTLE BAY AVE NORFOLK, VA 23503  
 4525 STERLING ST FAYETTEVILLE, NC 28306  
 2608 ADEN PL FAYETTEVILLE, NC 28306  
 2604 ADEN ST FAYETTEVILLE, NC 28306  
 4414 BLUE BUSH DR FAYETTEVILLE, NC 28312  
 4600 DOMINION RD FAYETTEVILLE, NC 28306  
 3442 CORNELL DR FAYETTEVILLE, NC 28306  
 481 MCDUFFIE RD CAMERON, NC 28326  
 3893 CUMBERLAND RD FAYETTEVILLE, NC 28306  
 933 LITTLE BAY AVE NORFOLK, VA 23503  
 4523 STERLING ST FAYETTEVILLE, NC 28306  
 4514 DOMINION RD FAYETTEVILLE, NC 28306  
 3887 CUMBERLAND RD FAYETTEVILLE, NC 28306  
 PO BOX 58171 FAYETTEVILLE, NC 28305  
 4525 STERLING ST FAYETTEVILLE, NC 28306  
 4513 DOMINION RD FAYETTEVILLE, NC 28306  
 4512 DOMINION RD FAYETTEVILLE, NC 28306  
 4510 DOMINION RD FAYETTEVILLE, NC 28306  
 3442 CORNELL DR FAYETTEVILLE, NC 28306  
 354 VALLEY RD FAYETTEVILLE, NC 28305  
 502 LENNOX DR FAYETTEVILLE, NC 28304  
 4506 DOMINION RD FAYETTEVILLE, NC 28306  
 3873 CUMBERLAND RD FAYETTEVILLE, NC 28306  
 764 ONEIL CT TRACY, CA 95376  
 433 HAY ST FAYETTEVILLE, NC 28301  
 2327 PARKRIDGE DR FAYETTEVILLE, NC 28306  
 2N240N VIRGINIA AVE GLEN ELLYN, IL 60137  
 4624 STERLING ST FAYETTEVILLE, NC 28306  
 1210 FERNRIDGE DR SANFORD, NC 27330  
 3510 ASTON ST ANNANDALE, VA 22003  
 1808 LAKESHORE DR FAYETTEVILLE, NC 28305  
 4606 STERLING ST FAYETTEVILLE, NC 28306  
 4606 STERLING ST FAYETTEVILLE, NC 28306  
 4604 STERLING ST FAYETTEVILLE, NC 28306  
 PO BOX 58375 FAYETTEVILLE, NC 28305  
 4526 STERLING ST FAYETTEVILLE, NC 28306  
 817 MURRAY HILL RD FAYETTEVILLE, NC 28314  
 304 SYLVAN WAY CHAPEL HILL, NC 27516  
 817 MURRAY HILL RD FAYETTEVILLE, NC 28314

OWNER_NAME	ADDRESS	CITYSTATEZIP
MASSALINE, MARVIN S;MASSALINE, TRACY M	3968 CUMBERLAND RD	FAYETTEVILLE, NC 28306
QUIGLEY, ROBERT E	4623 STERLING ST	FAYETTEVILLE, NC 28306
FORD, ANTHONY;FORD, MINNIE	4617 STERLING RD	FAYETTEVILLE, NC 28306
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
EDWARDS, CATHA L, WILLIE J RAY;EDWARDS, GERALDINE	4613 STERLING ST	FAYETTEVILLE, NC 28306
TOLBERT, STEVEN R;IRMGARD, S	502 YORK RD	FAYETTEVILLE, NC 28303
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
TORRES, WANDA	PO BOX 48307	CUMBERLAND, NC 28331
MCGUIRE, GARY DUANE JR	9520 MCDUGALD RD	BROADWAY, NC 27505
BARWICK, BARBARA LEE	4609 STERLING ST	FAYETTEVILLE, NC 28306
ANDINO, LAURI	PO BOX 48063	CUMBERLAND, NC 28331
ENOCHS WALK PROPERTIES LLC	PO BOX 322	HOPE MILLS, NC 28348

**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 Gary Duane McGuire Jr.
2. Address: 9520 McDougald Road, Broadway, NC Zip Code 27505
3. Telephone: (Home) 910-964-3825 (Work) 910-964-3825
4. Location of Property: 3934-3954 Cumberland Road SR 1141
5. Parcel Identification Number (PIN #) of subject property: 0415 - 69 - 4469  
(also known as Tax ID Number or Property Tax ID) 0415 - 09 - 4485  
0415 - 69 - 5477
6. Acreage: 1.95 Frontage: 299.9 Depth: L: 386.37, R: 287.79
7. Water Provider: Cumberland County Septage Provider: Septic Tank
8. Deed Book 10439, Page(s) 732, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant/Residential
10. Proposed use(s) of the property: Trade Contracting & Retail for Landscaping Business.

Future Outdoor Storage Building Sales/Retail

**NOTE: Be specific and list all intended uses.**

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

TO: (Select one)

- ✓ Conditional Zoning District, with an underlying zoning district of CZP  
(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.)

Trade Contracting & Retail. Landscaping Business offering landscaping services and supplies. Main work is provided off-site, although some landscaping materials will be stored and offered on-site. Existing Structure will be used for Office Space. Outdoor area shown on site plan for future outdoor storage building sales/retail.

- 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.

Total acreage will be used for commercial. No new structures will be placed on the property at this time. A portion of one existing structure will be used for office space. The total sq footage of these structures is less than 2,178 sq ft. Less than 400 sq ft of that will be available to the public.

2. DIMENSIONAL REQUIREMENTS:

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

C2P District: 50 front, 30 side & rear. Any new or future structures will meet C2P setbacks, although I am requesting the existing structures (proposed business use/office space) be approved at current setbacks.

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

(1) 12X25 Loading Space, gravel  
Room for an additional 12x25 loading space if desired.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

(1) Free standing sign allowed. Minimum setback of 5' from the ROW. 100 sq ft or less.

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.**

For the requested use in C2P District, streetscape & parking area is not required to be buffered. Only side and rear property lines abutting residential parcels are required to have screening. There is an existing split rail fence along with 14 Lorna Doone Plants and 3 Maturing Dogwood Trees.

- 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.**

Site plan shows existing Buffering. Added buffering Includes 20 Camellias around the right side property line and 16 Camellias along the left side property line to supplement existing vegetative buffers.

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.

The existing shed will be used for storage of business materials and equipment. No current Plans for additional exterior lighting, noise, odor, smoke or emission controls, etc. Days And Hours of operation will be as follows:

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.

Gary Duane McGuire Jr.

NAME OF OWNER(S) (PRINT OR TYPE)

9520 McDougald Road, Broadway, NC 27505

ADDRESS OF OWNER(S)

mcguireduane0@gmail.com

E-MAIL

1-910-964-3825

HOME TELEPHONE

1-910-964-3825

WORK TELEPHONE

*Gary D. McGuire Jr.*

SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

N/A

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

N/A

ADDRESS OF AGENT, ATTORNEY, APPLICANT

N/A

HOME TELEPHONE

WORK TELEPHONE

N/A

E-MAIL ADDRESS

FAX NUMBER

N/A

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

- * **ALL** record property owners must sign this petition.
- * **The contents of this application, upon submission, becomes "public record."**

FILED	Jan 30, 2019
AT	01:16:18 PM
BOOK	10439
START PAGE	0732
END PAGE	0735
INSTRUMENT #	02514
RECORDING	\$26.00
EXCISE TAX	\$140.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$ 140.00

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____  
By: _____

Mail/Box to: Jennifer Kirby Fincher PLLC, 5509 Yadkin Road, Fayetteville, NC 28303This instrument was prepared by: Jennifer Kirby Fincher PLLC, 5509 Yadkin Road, Fayetteville, NC 28303

Brief description for the Index: _____

THIS DEED made this 30th day of January, 2019, by and between**GRANTOR**

Brian Lambert, a unmarried man  
211 Ridge Ave  
Salisbury, NC 28144

**GRANTEE**

Gary Duane McGuire, Jr.  
3934 Cumberland Rd.  
Fayetteville, NC 28306

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Fayetteville, Rockfish Township, Cumberland County, North Carolina and more particularly described as follows:

See attached Exhibit A

Brian Lambert is the sole heir of Robert W. Lambert who died a resident of Marion County, Florida on 3/26/2015. Cumberland County Estate file 15-E-674.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3434 page 652.  
All or a portion of the property herein conveyed    includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 10 page 14.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to all restrictions, easements and rights-of-way of record. Current year ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____  
(Entity Name) Brian K. Lambert (SEAL)  
Print/Type Name: Brian Lambert

By: _____  
Print/Type Name & Title: _____ (SEAL)  
Print/Type Name: _____

By: _____ (SEAL)  
Print/Type Name & Title: _____  
Print/Type Name: _____

By: _____ (SEAL)  
Print/Type Name & Title: _____  
Print/Type Name: _____

State of North Carolina - County or City of Cumberland

I, the undersigned Notary Public of the County or City of Cumberland and State aforesaid, certify that Brian Lambert personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30th day of January, 20 19.

My Commission Expires: 4/17/21  
(Affix Seal)

JENNIFER K FINCHER  
Notary Public  
North Carolina  
Cumberland County

Jennifer K Fincher  
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____  
(Affix Seal)

_____  
Notary Public  
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____  
(Affix Seal)

_____  
Notary Public  
Notary's Printed or Typed Name

**EXHIBIT A**

Tract 1:

Property Address: 3934 Cumberland Road

Pin #: 0415-69-6570

Legal Description: BENG all of Lot No 23 according to the plat and map of the Charles Walker Farm, as per plat and survey made by S.M. Credle, C.E. dated June, 1941 and duly recorded in the office of the Register of Deeds for Cumberland County, North Carolina, in Plat Book 10, Page 14.

Tract 2:

Property Address: 3954 Cumberland Road

Pin #: 0415-69-4469

Legal Description: BEGINNING at an iron stake in the northern margin of Cumberland Road, the Southwest corner of Lot 25 of the Charles Walker Farm as shown in Plat Book 10, Page 14, and runs thence with the western line of Lot 25, North 13 degrees 37 minutes 30 seconds West 399.92 feet to an iron pipe on the west side of a fence the northwest corner of Lot 5 of the Norvelle L. Robinson property as shown in Plat Book 30, Page 37; thence as the northern line of Lot 5, North 76 degrees 25 minutes 45 seconds East 100.00 feet to an iron pipe the northeast corner of said Lot 5, thence with the eastern lines of said Lot 5 and said Lot 25, South 13 degrees 37 minutes 30 seconds East 400.04 feet to an iron pipe in the northern margin of Cumberland Road said point being the Southeast corner of Lot 25; thence with said margin of Cumberland Road South 76 degrees 30 minutes West 100.00 feet to the Beginning, containing 0.92 acres more or less and being all of Lot 25 as shown on a plat entitled "Charles Walker Farm" as recorded in Plat Book 10, Page 14, and all of Lot 5 as shown on a plat entitled "Survey of Property of Norvelle L. Robinson" as recorded in Plat Book 30, Page 37. And being a portion of that property conveyed to James Bundy and wife, Muriel Bundy as recorded in Deed Book 526, Page 122. And being all of the property conveyed to James Bundy and wife, Muriel Bundy by Deed recorded in Book 485. Muriel Bundy died on 12/24/1986 and the property passed to James Bundy as the surviving tenant by entirety. See estate file 87E2.

Tract 3:

Property Address: 2335 Banram Street

Pin #: 0415-69-5477

Legal Description: Being all of Lot No. 24, Charles Walker Farm, per plat of the same duly recorded in Book of Plats 10, page 14, Cumberland County, North Carolina Registry and being the same property described in Deed recorded in Book 2586, Page 690, Cumberland County, North Carolina Registry.

This Deed is made subject to Restrictive Covenants, Easements and Rights-of-Way as appear of record in the Cumberland County, North Carolina, Registry.

Tract 4:

Property Address: Cumberland

Pin #: 0415-69-4455

Legal Description: BEING all of Lots 26 of the Charles Walker Farm, according to a plat of the same duly recorded in Plat Book 10, Page 14, Cumberland County, North Carolina, Registry.

This property was acquired by grantors in Book 3040, Page 251, and was formerly Lot 27, this deed is correcting lot number as requested by Cumberland County Mapping Dept.

**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 May 17, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-21 rezoning 1.20 +/- ac A1 to RR or more restrictive zoning 6285 & 6291 Braxton Rd owner Marcus G. McLean

P21-22 rezoning 0.71 +/- ac A1 to R30 or more restrictive zoning 3618 Gabe Smith Rd owner Louretha K. McKethan

P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R10 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd.

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.

5/3, 10

5244311

**Ad Order Number**

0005244311

**Sales Rep.**

0090

**Order Taker**

0001

**Order Source**

Telephone

**Order Invoice Text**

CCBoC - 5/17/21 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

**PO Number**

**Payor Account**

003661000

**Ordered By**

**Payor Address**

130 Gillespie Street, Attn: Laverne Howard  
 FAYETTEVILLE NC 28301 USA

**Customer Fax**

910-678-7631

**Customer Email**

lhoward@co.cumberland.nc.us

**Payor Phone**

910-678-7600

**Special Pricing**

None

**Net Amount**

\$288.04

**Tax Amount**

\$0.00

**Total Amount**

\$288.04

**Amount Due**

\$288.04

**Payment Method**

**Payment Amount**

\$0.00

**Ad Number**

0005244311-01

**Ad Type**

CL Legal Line

**Ad Size**

: 1.0 X 38 cl

**Color**

<NONE>

**Product**

FO::

401 - Legals

**Run Dates**

5/3/2021, 5/10/2021

**# Inserts**

2

**Cost**

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/17/2021**

**SUBJECT: CASE P21-24**

#### **BACKGROUND**

**Case P21-24:** Rezoning of 72.60+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located on the east side of SR 1609 (W Reeves Bridge Road) and north of US 401 (Ramsey Street), submitted by Margaret Collier Heirs (owner) and Ben Stout (agent).

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

**Planning Board Action:** Recommended approval of the rezoning request from A1 Agriculture to R40 Residential at the April 27, 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 P21-24, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to R40 Residential, and finds: a. The approval is an amendment to the adopted current North Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the request allows a larger lot size than that promoted by the North Central Land Use Plan; larger lots promote open space along the Little River than small lot areas promoted by the North Central Land Use Plan; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:**

For Case P21-24, I move to approve the rezoning request from **A1 Agriculture to R40 Residential**, and find: a. The approval is an amendment to the adopted current North Central Land Use Plan map; and that the

Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the request allows a larger lot size than that promoted by the North Central Land Use Plan; larger lots promote open space along the Little River than small lot areas promoted by the North Central Land Use Plan; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:**

For Case P21-24, I move to deny the rezoning request from **A1 Agriculture to R40 Residential**, and find the request (consistent/not consistent) with the North Central Land Use Plan. Denial of the request is reasonable and in the public interest because _____.

**ATTACHMENTS:**

Description

Action Memo

Type

Backup Material

Amy H. Cannon  
County Manager

Tracy Jackson  
Assistant County Manager



Rawls Howard  
Director

David Moon  
Deputy Director

## Planning & Inspections Department

MAY 6, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-24:** Rezoning of 72.60+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located on the east side of SR 1609 (W Reeves Bridge Road) and north of US 401 (Ramsey Street), submitted by Margaret Collier Heirs (owner) and Ben Stout (agent).

ACTION: Recommended approval of the rezoning request from A1 Agriculture to R40 Residential at the April 27, 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 APRIL 27, 2021

In Case P21-24, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture to R40 Residential, and finds: a. The approval is an amendment to the adopted current North Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the request allows a larger lot size than that promote by the North Central Land Use Plan; larger lots promote open space along the Little River than small lot areas promoted by the North Central Land Use Plan; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

In Case P21-24, Mr. Manning made a motion, seconded by Mrs. Moody to approve the rezoning request from A1 Agriculture to R40 Residential, and finds: a. The approval is an amendment to the adopted current North Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the request allows a larger lot size than that promote by the North Central Land Use Plan; larger lots promote open space along the Little River than small lot areas promoted by the North Central Land Use Plan; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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.*

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829  
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

[co.cumberland.nc.us](http://co.cumberland.nc.us)

## EXPLANATION OF THE REQUEST

Change of Zoning: A1 to R40

Applicant requests a rezoning of approximately 72.60 acres from A1 Agriculture to R40 Residential for property located east of SR 1609 (W. Reeves Bridge Road) just south of the Harnett County line. This request would increase the allowed density from 1 unit per 2 acres to 1 unit per 40,000 sq. ft. This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

## PROPERTY INFORMATION

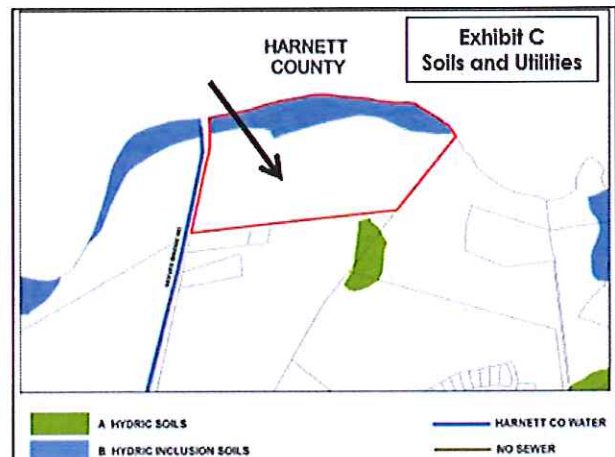
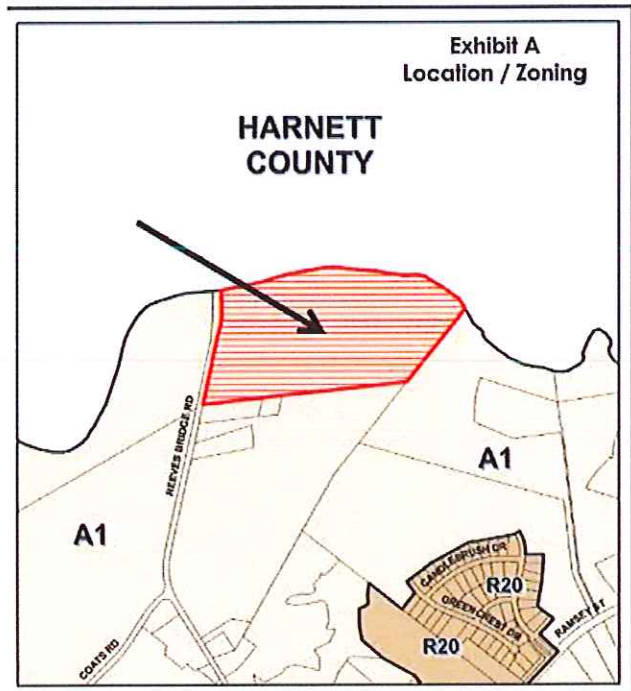
**OWNER/APPLICANT:** Margaret Collier Heirs (owner)/Ben Stout (Agent)

**ADDRESS/LOCATION:** East of SR 1609 (W. Reeves Bridge Road/ REID: 055449004000. Refer to Exhibit "A", Site Location.

**SIZE:** 72.60 +/- acres within one parcel. The property has approximately 1,265 +/- feet of street frontage along W. Reeves Bridge Road. The property has a depth extending about 2,600 feet, or about a half mile in depth from east to west.

**EXISTING LAND USE:** The parcel is currently undeveloped wooded area. Exhibit "B" shows the existing use of the subject property.

**SURROUNDING LAND USE:** To the north within Harnett County the land use is predominately single family residential and agriculture. The Little River abuts the northern property line. East and west the properties are undeveloped woodlands. And to the south, the properties are agriculture in use or s.f. residential.



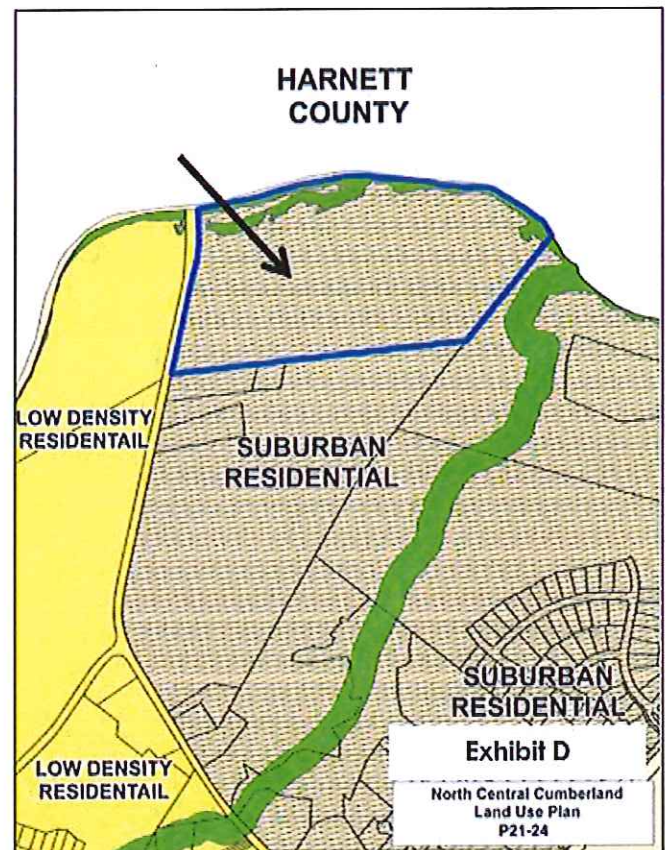
**OTHER SITE CHARACTERISTICS:** Special Flood Hazard Areas occur on the property particularly along the northern side. The northern areas of the subject property, as delineated in Exhibit "C" have the presence of hydric inclusion soils, indicating the potential for the presence of hydric soils and associated characteristics."

**DEVELOPMENT REVIEW:** The parcel was created by deed.

**UTILITIES:** The property can be served by Harnett County Water but no central sewer system lines occur near the property. Exhibit "C" shows the proximity of Harnett County Water lines to the western side of the subject property.

**MINIMUM YARD SETBACKS:** If approved, the parcel would be subject to R40 minimum setbacks standards: Front yard: 30 feet, Side yard: 15 feet, Rear yard: 35 feet. Setback minimum standards for A1 zoning currently assigned to the subject property are: Front yard: 50 feet, Side yard: 20 feet, Rear yard: 50 feet.

**COMPREHENSIVE PLANS:** The 2030 Growth Vision Plan designates this area as "Rural". Located in the North Central Land Use Plan area, the subject properties are designated as "Suburban Density and an Open Space," as shown within Exhibit "D". The Suburban Density designation, in the North Central plan, calls for associated zoning districts of R30, R30A, R20, R20A, and RR. The request for R-40 is a lower density than what the North Central plan promotes. **This request is not plan consistent.** The plan promotes zoning categories that promote a slightly higher development density than that which is allowed in the R40 district.



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

**TRAFFIC:** The subject property is located outside of FAMPO boundaries.

**SCHOOLS CAP/ENROLL:** Long Hill Elementary: 460/413; Raleigh Rd Elementary: 220/173; Pine Forest Middle 820/791; Pine Forest High: 1750/1483

**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 fire department access requirements and internal subdivision roads are met where required in accordance with the 2018 NC fire code.

**SPECIAL DISTRICTS:** The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

## STAFF RECOMMENDATION

In Case P21-24, the Planning & Inspections staff **recommends approval** of the rezoning request from **A1 Agriculture to R40 Residential**, and finds:

- a. The approval is an amendment to the adopted current North Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the request allows a larger lot size than that promote by the North Central Land Use Plan; larger lots promote open space along the Little River than small lot areas promoted by the North Central Land Use Plan; and,
- c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

### Attachments:

Notification Mailing List

Zoning Application

# ATTACHMENTS – MAILING LIST

OWNER_NAME	ADDRESS	CITYSTATEZIP
PEMBERTON, TOM G	426 MEDFARIS DR	CHARLOTTE, NC 28211
PEMBERTON, THOMAS GARY	426 MEDFARIS DR	CHARLOTTE, NC 28211
COLLINS, FRANK A; COLLINS, CANDIS C	10190 W REEVES BRIDGE RD	LINDEN, NC 28356
PEMBERTON, THOMAS GARY	426 MEDFARIS DR	CHARLOTTE, NC 28211
COLLINS, FRANK A; COLLINS, CANDIS C	10190 W REEVES BRIDGE RD	LINDEN, NC 28356
COLLIER, MARGARET HEIRS	102 STAGULL CT	SURF CITY, NC 28445
WILLIAMS, PLATO M JR; BULLARD, EDGAR CLAY; BULLARD, MARSHA TAYLOR	9871 RAMSEY ST	LINDEN, NC 28356

1st Chs

021.24

OWNER_NAME	ADDRESS	CITYSTATEZIP
PEMBERTON, TOM G	426 MEDEARIS DR	CHARLOTTE, NC 28211
PEMBERTON, THOMAS GARY	426 MEDEARIS DR	CHARLOTTE, NC 28211
CUMBERLAND UNION F W B CHURCH	PO BOX 238	LINDEN, NC 28356
COLLINS, FRANK A; COLLINS, CANDIS C	10190 W REEVES BRIDGE RD	LINDEN, NC 28356
PEMBERTON, THOMAS GARY	426 MEDEARIS DR	CHARLOTTE, NC 28211
COLLINS, FRANK A; COLLINS, CANDIS C	10190 W REEVES BRIDGE RD	LINDEN, NC 28356
COLLIER, MARGARET HEIRS	102 SEAGULL CT	SURF CITY, NC 28445
WILLIAMS, KELLY TRUELOVE; KELLY, T CULBRETH	4243 CHERRY HILL LN	FAYETTEVILLE, NC 28312
WILLIAMS, PLATO M. JR.	9855 RAMSEY STREET	LINDEN, NC 28356
WILLIAMS, PLATO M JR; BULLARD, EDGAR CLAY; BULLARD, MARSHA TAYLOR	9871 RAMSEY ST	LINDEN, NC 28356

1,100' Rad

P21-24 3'-1" Chgs



**County of Cumberland**  
**Planning & Inspections Department**

CASE #: P21-24  
PLANNING BOARD  
MEETING DATE: 4-20-21  
DATE APPLICATION  
SUBMITTED: 3-16-21  
RECEIPT #: 76686  
RECEIVED BY: BP

**APPLICATION FOR  
REZONING REQUEST  
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 1,610.  
(See attached Fee Schedule).

**Rezoning Procedure:**

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**NOTE:** Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

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

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

1. Requested Rezoning from A1 to R40
2. Address of Property to be Rezoned: W Reeves Bridg Road
3. Location of Property: adjacent to county line on east side of W Reeves Bridge Road
4. Parcel Identification Number (PIN #) of subject property: 0554490024000  
(also known as Parcel ID Number or Property Tax ID)
5. Acreage: 60.0 72.6 Frontage: 1,250' Depth: 2,480'
6. Water Provider: Well: _____ PWC: _____ Other (name): HRW
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 4097, Page(s) 11, 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
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.

Margaret Collier heirs

NAME OF OWNER(S) (PRINT OR TYPE)

102 Seagull Court, Surf City, NC 28445

ADDRESS OF OWNER(S)

910-619-2391

HOME TELEPHONE #

WORK TELEPHONE #

Ben Stout

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

1786 Metromedical Drive, Fayetteville, NC 28304

ADDRESS OF AGENT, ATTORNEY, APPLICANT

ben@benstoutconstruction.com

E-MAIL

910-476-4502

HOME TELEPHONE #

910-779-0019

WORK TELEPHONE #

*Dianne Kersey*

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR  
APPLICANT

*Carl David Collier*

SIGNATURE OF OWNER(S)

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





March 15, 2021

Cumberland County Planning Department  
Attn: Jaimie Walters  
130 Gillespie Street  
Fayetteville, NC 28301

**RE: Rezoning Package, W Reeves Bridge Rd Collier Tract, Cumberland County, North Carolina**

Jaimie,

We are submitting rezoning application package for the Collier Tract on W Reeves Bridge Road. We have also enclosed the \$1,610 application review fee for 72.6 acres.

I look forward to working with you on this project. If you have any questions or concerns, please feel free to contact us.

Sincerely,  
4D Site Solutions, Inc.

Scott Brown, PE  
[sbrown@4dsitesolutions.com](mailto:sbrown@4dsitesolutions.com)

Enclosure

**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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P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R40 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.

5/3, 10

5244311

**Ad Order Number**

0005244311

**Sales Rep.**

0090

**Order Taker**

0001

**Order Source**

Telephone

**Order Invoice Text**

CCBoC - 5/17/21 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

**Payer Customer**

CUMB CO JOINT PLANNING

**PO Number**

**Payer Account**

003661000

**Ordered By**

**Payer Address**

130 Gillespie Street, Attn: Laverne How  
 FAYETTEVILLE NC 28301 USA

**Customer Fax**

910-678-7631

**Customer EMail**

lhoward@co.cumberland.nc.us

**Payer Phone**

910-678-7600

**Special Pricing**

None

**Net Amount**

\$288.04

**Tax Amount**

\$0.00

**Total Amount**

\$288.04

**Amount Due**

\$288.04

**Payment Method**

**Payment Amount**

\$0.00

**Ad Number**

0005244311-01

**Ad Type**

CL Legal Line

**Ad Size**

: 1.0 X 38 cl

**Color**

<NONE>

**Product**

FO::

401 - Legals

**Run Dates**

5/3/2021, 5/10/2021

**# Inserts**

2

**Cost**

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/17/2021**

**SUBJECT: CASE P21-25**

#### **BACKGROUND**

**Case P21-25:** Rezoning of 1+/- acres from A1 Agricultural and RR Rural Residential to RR Rural Residential or to a more restrictive zoning district, located at 2952 and 2958 Blossom Road, submitted by William D. and Sylvia Warren (owners).

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

**Planning Board Action:** Recommended approval of the rezoning request from A1 Agriculture and RR Rural Residential to RR Rural Residential at the April 27, 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:** For Case P21-25, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture and RR Rural Residential to RR Rural Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: assigns a single zoning category to the same small parcel; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:**

For Case P21-25, I move to approve the rezoning request from **A1 Agriculture and RR Rural Residential**

**to RR Rural Residential**, and find: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: assigns a single zoning category to the same small parcel; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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:**

For Case P21-25, I move to deny the rezoning request from **A1 Agriculture and RR Rural Residential to RR Rural Residential**, and find the request (consistent/not consistent) with the South Central Land Use Plan. 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



Rawls Howard  
Director

David Moon  
Deputy Director

## Planning & Inspections Department

MAY 6, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-25:** Rezoning of 1+/- acres from A1 Agricultural and RR Rural Residential to RR Rural Residential or to a more restrictive zoning district, located at 2952 and 2958 Blossom Road, submitted by William D. and Sylvia Warren (owners).

ACTION: Recommended approval of the rezoning request from A1 Agriculture and RR Residential to RR Residential at the April 27, 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 APRIL 27, 2021

For Case P21-25, the Planning & Inspections staff recommends approval of the rezoning request from A1 Agriculture and RR Residential to RR Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: assigns a single zoning category to the same small parcel; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

For Case P21-25, Mr. Manning made a motion, seconded by Mrs. Moody to approve the rezoning request from A1 Agriculture and RR Residential to RR Residential, and finds: a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: assigns a single zoning category to the same small parcel; and, c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with 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.*

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829  
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

[co.cumberland.nc.us](http://co.cumberland.nc.us)

**EXPLANATION OF THE REQUEST**

Change of Zoning- From: A1 & RR To: RR

Applicant requests a change of zoning from A1 Agriculture and RR Residential to RR Residential for approximately acre of land that straddles Blossom Road, west of Grays Creek Church Road. The purpose of the request is to assign a single zoning category to the parcel. Currently the property has split zoning categories assigned to it. This request is a conventional rezoning, and no conditions are proposed at this time. Exhibit "A" identifies the location of the property and the zoning currently assigned to it.

**PROPERTY INFORMATION**

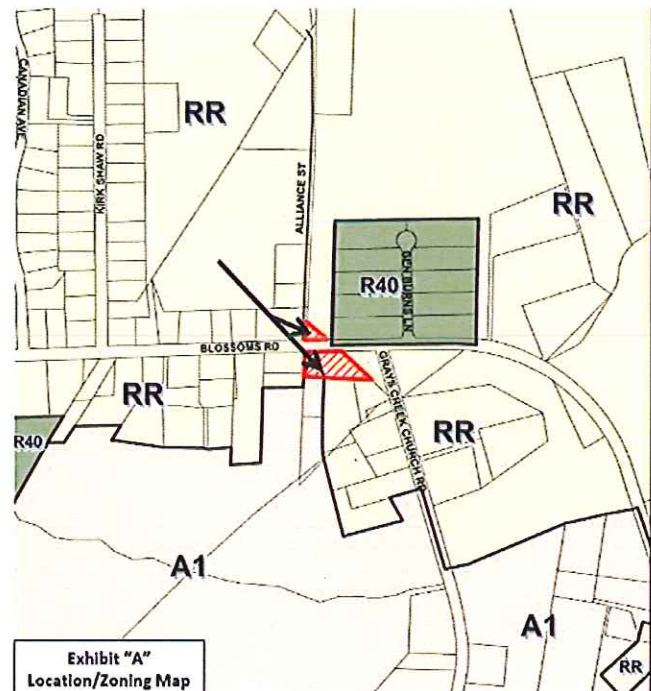
**OWNER/APPLICANT:** William and Sylvia Warren

**ADDRESS/LOCATION:** 2952 and 2958 Blossom Rd, east of Kirk Shaw Road and west of Grays Creek Church Road. Exhibit "A" identifies the location of the subject property. REID: 0442635346000

**SIZE:** One acre. This request includes two parcels straddling Blossom Road.

**Road Frontage:** 198 feet for the south parcel; 110 feet for north parcel, both along Blossom Rd.

**EXISTING LAND USE:** The parcel south of Blossom Road has a single-family home. The north parcel is used as an access road (Alliance Drive) to reach two landlocked parcels. Exhibit "B" provides an aerial photograph showing the current use of the subject properties as well as uses occurring on surrounding properties.



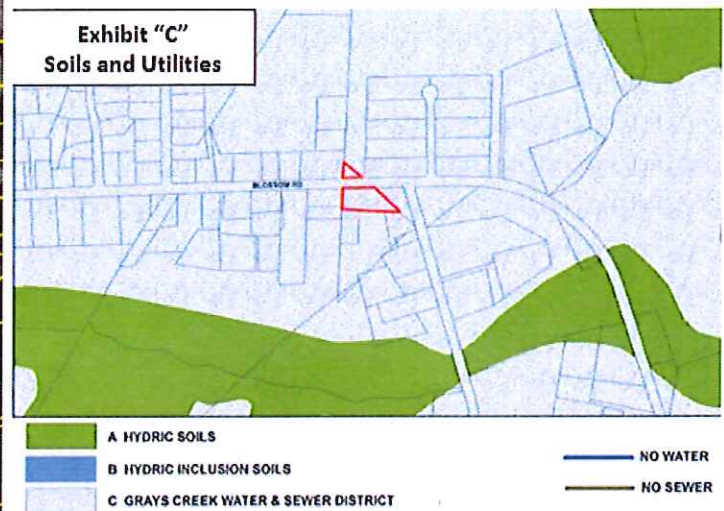
**SURROUNDING LAND USE:** Uses in the surrounding area are predominantly single-family residential and agriculture.

**OTHER SITE CHARACTERISTICS:** The properties are not located within a 100-Year Flood Zone nor situated within a watershed. There are no hydric and hydric inclusion soils on the property, as shown in Exhibit "C".

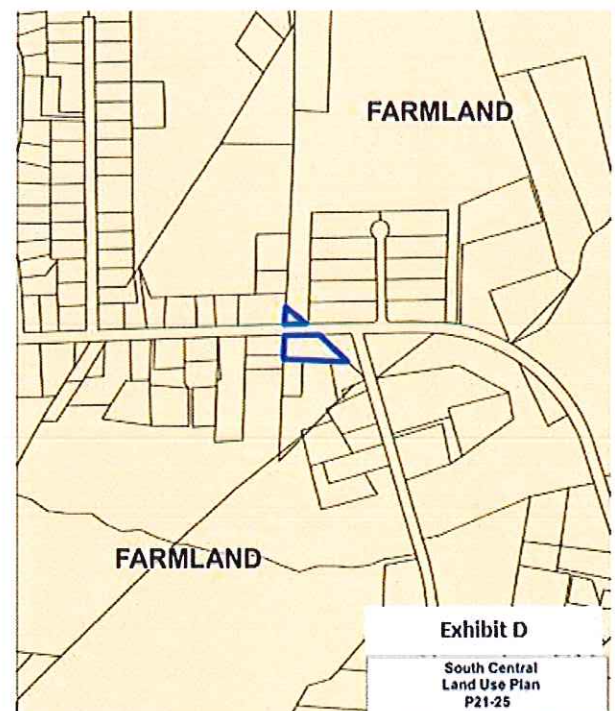
**DEVELOPMENT REVIEW:** This property has not been platted.

**UTILITIES:** The south parcel is currently served by well and septic. The properties are not located within a water/sewer district.

**MINIMUM YARD SETBACKS:** If approved, each parcel would be subject to the RR minimum setback standards: Front yard: 30-foot, Side yard: 15-foot, Rear yard: 35 foot. Minimum setback standards for A1 zoning are: 50-foot, Side yard: 20-foot, Rear yard: 50-foot.



**COMPREHENSIVE PLANS:** The 2030 Growth Vision Plan designates this area as "Rural". Located in the *South Central Land Use Plan* area, the property lies within the Farmland designation, as shown in Exhibit "D". The long-range plans call for a maximum density of one unit per two acres. **The request is not plan compliant.** An amendment to the Land Use Plan will be necessary.



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

**TRAFFIC:** The subject property fronts Blossom 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.

**SCHOOLS CAP/ENROLL:** Alderman Rd Elementary: 750/601; Gray's Creek Lake Middle: 1200/1096; Gray's Creek High: 1470/1343

**ECONOMIC DEVELOPMENT:** Comment requested via e-mail. None received.

**EMERGENCY SERVICES:** No issues were identified regarding this application.

**SPECIAL DISTRICTS:** The subject properties are not located within five miles of Fort Bragg Military base and are not located within or near the Fayetteville Regional Airport Overlay District.

## STAFF RECOMMENDATION

For Case P21-25, the Planning & Inspections staff **recommends approval** of the rezoning request from **A1 Agriculture and RR Residential to RR Residential**, and finds:

- a. The approval is an amendment to the adopted, current South Central Land Use Plan map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: assigns a single zoning category to the same small parcel; and
- c. This rezoning approval is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

### Attachments:

Notification Mailing List  
Zoning Application

# ATTACHMENTS - MAILING LIST

OWNER_NAME	ADDRESS	CITYSTATEZIP
MANLEY, RYAN PATRICK;MANLEY, JESSICA SHEPARD	4428 BEN BURNS LN	HOPE MILLS, NC 28348
DREAMWORKS CONSTRUCTION, INC.	2520 MCFAYDEN RD	FAYETTEVILLE, NC 28306
BUTLER, MALLISSA	10242 ARAGON CROWN RD	LAS VEGAS, NV 89135
BRYANT, MARY M	2924 BLOSSOM RD	HOPE MILLS, NC 28348
BRYANT, NEIL A HEIRS;DOROTHY, B MCCOY	2753 BLOSSOM RD	HOPE MILLS, NC 28348
BUTLER, ROBERT GLENN	PSC 3 BOX 6258	APO, AP 96266
WARREN, SYLVIA D;WARREN, WILLIAM	2952 BLOSSOM RD	HOPE MILLS, NC 28348
EDWARDS, GRACE G	4609 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
NELSON, ALICE G HEIRS	6132 RACINE DR	HOPE MILLS, NC 28348
DAWSON, THOMAS EUGENE	5955 MCDONALD RD	PARKTON, NC 28371

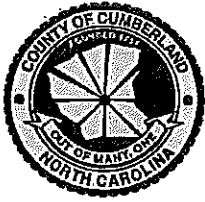
1st Class

P21-25

OWNERS_NAME	ADDRESS	CITYSTATEZIP
MANLEY, RYAN PATRICK;MANLEY, JESSICA SHEPARD	4428 BEN BURNS LN	HOPE MILLS, NC 28348
KEEN, ANTOINETTE M.;KEEN, ANTWON P.	4422 BEN BURNS LN	HOPE MILLS, NC 28348
TAYLOR, MICHELLE HATCH	4416 BEN BURNS LN	HOPE MILLS, NC 28348
PEARCE, JAMES MARION JR;PEARCE, NATALIE DIX	4410 BEN BURNS LANE	HOPE MILLS, NC 28348
FERNANDEZ, LUIS EDUARDO;RODRIGUEZ, OLGA	4404 BEN BURNS LN	HOPE MILLS, NC 28348
TYSON, VANCE U JR	4925 S NC 87 HWY	FAYETTEVILLE, NC 28306
LOHSE, KYLE ALLEN;LOHSE, BRITTANY NICOLE	4417 BEN BURNS LN	HOPE MILLS, NC 28348
WASHINGTON, WILLIE LORONZO SR;WASHINGTON, SAKETA TAMEGA	4423 BEN BURNS LANE	HOPE MILLS, NC 28348
BENJAMIN STOUT REAL ESTATE SERVICES, INC.	PO BOX 53798	FAYETTEVILLE, NC 28305
MCKOY, HATTIE MARGARET;MCKOY, SYLVESTER	4804 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
DREAMWORKS CONSTRUCTION, INC.	2520 MCFAYDEN RD	FAYETTEVILLE, NC 28306
BLOSSOM, LACY A HEIRS	2894 BLOSSOM RD	HOPE MILLS, NC 28348
BLOSSOM, BARBARA, COLLEEN, TERESA;CAROL, BASDEN	2884 BLOSSOM RD	HOPE MILLS, NC 28348
MANUEL, AARON LEROY;MANUEL, SHERRY LYNETTE	2888 BLOSSOM RD	HOPE MILLS, NC 28348
MANUEL, AARON I;MANUEL, SHERRY L	2888 BLOSSOM RD	HOPE MILLS, NC 28348
MCCOY, LEANDER;MCCOY, CYNTHIA M	2897 BLOSSOM RD	HOPE MILLS, NC 28348
BLOSSOM, JOE LEWIS;BLOSSOM, WIFE	2894 BLOSSOM RD	HOPE MILLS, NC 28348
RAEFORD, JOHN GAINEY;RAEFORD, LELER MAE	3853 WILMINGTON HWY	FAYETTEVILLE, NC 28306
BUTLER, MALLISSA	10242 ARAGON CROWN RD	LAS VEGAS, NV 89135
LESESNE, REGINALD;LESESNE, BETSY B	7324 HYANNIS DR	FAYETTEVILLE, NC 28304
GILMORE, LETICIA B	7016 POPE CASHWELL CT	HOPE MILLS, NC 28348
GILMORE, LETICIA B	7016 POPE CASHWELL CT	HOPE MILLS, NC 28348
RAEFORD, DOROTHY L	4638 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
JONES, WILLIE;JONES, PATRICIA;DEBRA JONES, WILLIE DEON JR	1520 LINCOLN BLV	WHITING, NJ 08759
RAEFORD, DOROTHY L	4638 GRAYS CREEK CH RD	HOPE MILLS, NC 28348
BROWN, LUCILLE	4654 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
BLOSSOM, RODNEY L	2898 BLOSSOM RD	HOPE MILLS, NC 28348
MCLEOD, CYNTHIA R	2900 BLOSSOM RD	HOPE MILLS, NC 28348
MC COY, LEANDER;CYNTHIA, M	2897 BLOSSOM RD	HOPE MILLS, NC 28348
PONE, EDNA G HEIRS	3400 COUNTY LINE RD	FAYETTEVILLE, NC 28306
BRYANT, MARY M	2924 BLOSSOM RD	HOPE MILLS, NC 28348
BRYANT, NEIL A HEIRS;DOROTHY, B MCCOY	2753 BLOSSOM RD	HOPE MILLS, NC 28348
FORTE, CORNELIA P	6446 ALLIANCE ST	HOPE MILLS, NC 28348
BETHUNE, AUDREY	6438 ALLIANCE ST	HOPE MILLS, NC 28348
BUTLER, ROBERT GLENN	PSC 3 BOX 6258	APO, AP 96266
WARREN, SYLVIA D;WARREN, WILLIAM	2952 BLOSSOM RD	HOPE MILLS, NC 28348
EDWARDS, GRACE G	4609 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
NELSON, ALICE G HEIRS	6132 RACINE DR	HOPE MILLS, NC 28348
GARRIS, ISSAC O JR;W/, GERALD	6306 E HAMPTON CT	FAYETTEVILLE, NC 28314
HAND, ELLA P;WALTER, D	3550 SARGEANT DR	CHARLOTTE, NC 28217
GARRIS, ISSAC O JR;W/, GERALD	6306 E HAMPTON CT	FAYETTEVILLE, NC 28314
MOHAMMED, ASHARD;MOHAMMED, NISA F	1509 BRIDGETON WAY	FAYETTEVILLE, NC 28312
EDWARDS, GRACE G;HUS, ROBERT	4609 GRAYS CREEK CHURCH RD	HOPE MILLS, NC 28348
DAWSON, THOMAS EUGENE	5955 McDONALD RD	PARKTON, NC 28371

600' Rad

P21-25 3rd Class



**County of Cumberland**  
**Planning & Inspections Department**

CASE #: P 21-25  
PLANNING BOARD  
MEETING DATE: 4-20-21  
DATE APPLICATION  
SUBMITTED: 3-16-21  
RECEIPT #: 76713  
RECEIVED BY: Bp

**APPLICATION FOR  
REZONING REQUEST  
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.  
(See attached Fee Schedule).

**Rezoning Procedure:**

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**NOTE:** Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**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 RR A1 to RR
2. Address of Property to be Rezoned: 2952 Blossom Rd
3. Location of Property: Hope Mills North Carolina  
28348
4. Parcel Identification Number (PIN #) of subject property: 0442635346000  
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1 acre Frontage: _____ Depth: _____
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ☒ PWC: _____
8. Deed Book 7121, Page(s) 518, 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: Residential
11. Do you own any property adjacent to or across the street from this property?  
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

William & Sylvia Warren  
NAME OF OWNER(S) (PRINT OR TYPE)

2952 Blossom Rd Hope Mills N.C 28348  
ADDRESS OF OWNER(S)

910-797-5502 HOME TELEPHONE # 910-797-5466 WORK TELEPHONE #

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

_____  
ADDRESS OF AGENT, ATTORNEY, APPLICANT

Sylvia Warren 64 @ g mail. com  
E-MAIL

_____  
HOME TELEPHONE #

_____  
WORK TELEPHONE #

Will Warren  
SIGNATURE OF OWNER(S)

_____  
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Sylvia Warren  
SIGNATURE OF OWNER(S)

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

(N.P. SEAL)

002024

17.00 HAP

RECEIVED

1-13-2006 PM 4:13:53

J. LEE WARREN JR.  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

Excise Tax: \$ 0.00

Recording: Time, Book & Page

Instrument Prepared By: April Bailey Cole, Attorney at Law, 1409 East Boulevard, Charlotte, NC 28203  
NO TITLE SEARCH PERFORMED NOR OPINION RENDERED IN CONNECTION WITH THIS DEED  
Mail after recording to: Grantee

## NORTH CAROLINA QUITCLAIM DEED

THIS DEED, made this 13th day of January, 2006, by and between Sylvia D. Hurley, nka Sylvia D. Warren and husband, William Warren, Grantor(s), and Sylvia D. Warren and husband, William Warren, Grantee, whose address is: 2952 Blossom Road, Hope Mills, NC 28347;

WITNESSETH: That said Grantor(s), for good and valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, has remised and by these presents do remise, release, and forever quitclaim unto the Grantee(s), all right, title, claim and interest of the said Grantor(s) in and to a certain tract or parcel of land further described as follows:

All that certain lot or parcel of land situated in the County of Cumberland, North Carolina and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Parcel ID: 04442-63-5346

Property Address: 2952 Blossom Road, Hope Mills, NC 28347

TO HAVE AND TO HOLD, the aforesaid tract or parcel of land and all privileges and rights thereunto belonging to the Grantee(s), in fee simple.

IN TESTIMONY WHEREOF, said Grantor(s) have hereunto set his/her/their hands and seals on the day and year first written above.

Sylvia D. Warren  
Sylvia D. Hurley, nka Sylvia D. Warren

William Warren  
William Warren

STATE OF NORTH CAROLINA  
COUNTY OF Cumberland

I, a Notary Public in and for said state, certify that **Sylvia D. Hurley, nka Sylvia D. Warren, and William Warren**, the Grantor(s), personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 13th day of January, 2006.

Andrea L. Spiegler  
Notary Public Andrea L. Spiegler  
My Commission Expires: 8-13-06

The foregoing certificate(s) of _____ is(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____  
Register of Deeds for Cumberland County

_____  
Assistant, Deputy Register of Deeds

This Deed, made this 12th day of April, A.D. 1965 by and between William Butler and his wife, Jennie Novella Butler, parties of the first part, and Robert Glenn Butler, nephew, and Sylvia Harris, neice, parties of the second part.

W I T N E S S E T H

That the said parties of the first part, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey to the parties of the second part, their heirs and assigns, that certain tract or parcel of land in Grays Creek Township, Cumberland County State of North Carolina, bounded and described as follows:

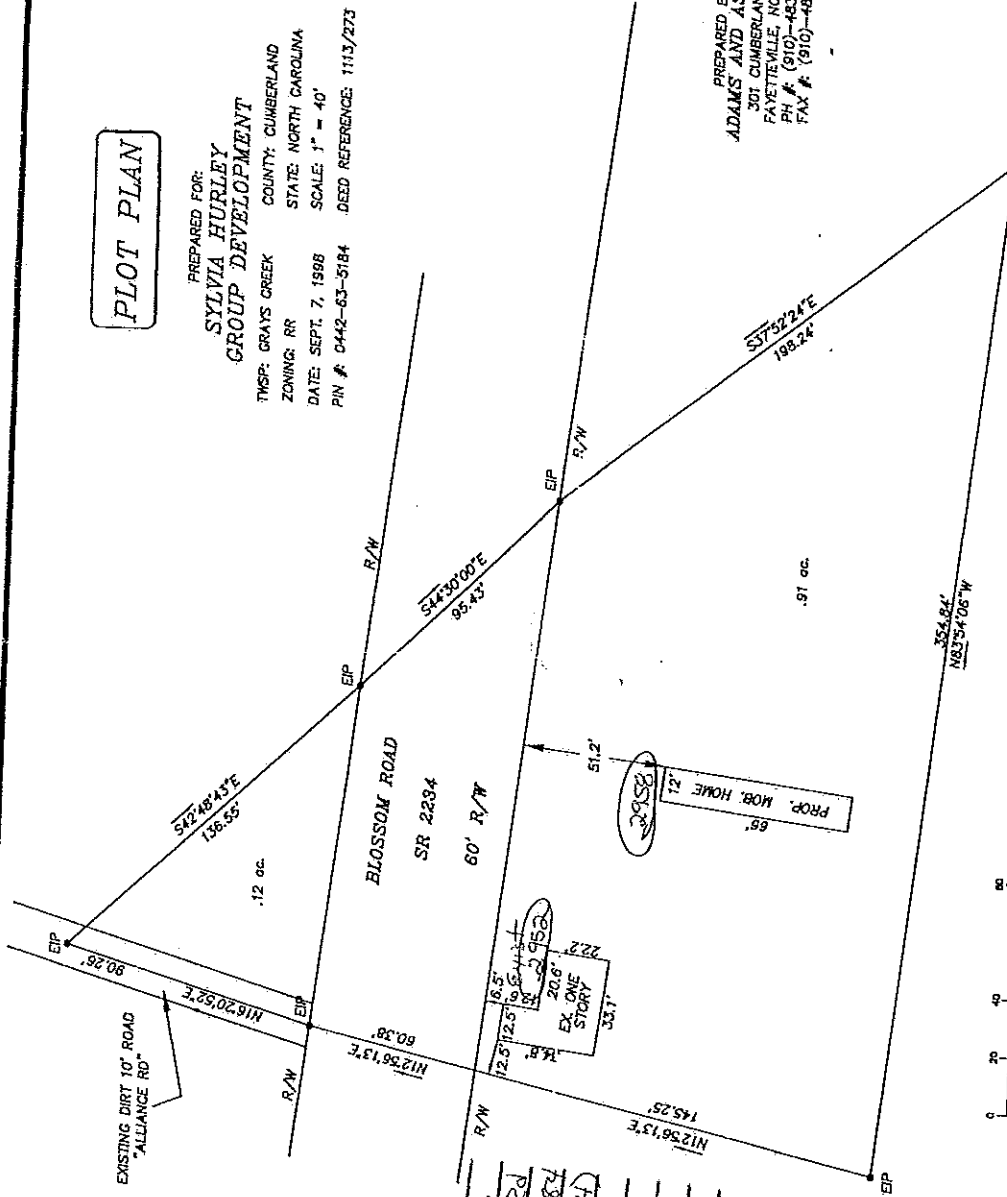
BEGINNING at an iron pipe at the western corner of the William and Jennie Butler; thence South 44 degrees 30 minutes East 415.7 feet to an iron pipe; thence North 93 degrees 55 minutes West 252.8 feet to an iron pipe; thence North 6 degrees 5 minutes West 290 feet to the beginning; it being 1.2 acres including 0.2 acres for a 60 foot county road and containing a store and dwellings; it being also a part of that parcel of land (containing three acres more or less) transferred from L. A. Blossom and wife, Rhoda Blossom to Melissa Butler on December 8, 1942, and duly registered in the Cumberland County Registry in Book 451 Page 377.

TO HAVE AND TO HOLD, the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging, to the said parties of the second part, their heirs and assigns, to their only use and behoof forever.

And the said parties of the first part covenants that they have seized of said premises in fee and they have the right to convey the same in fee simple, that the same is free and clear from all encumbrances and that she will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

PREPARED FOR:  
SYLVIA HURLEY  
GROUP DEVELOPMENT  
TWP: GRAYS CREEK COUNTY: CUMBERLAND  
ZONING: RR STATE: NORTH CAROLINA  
DATE: SEPT. 7, 1998 SCALE: 1" = 40'  
PIN # 04-2-63-5184 DEED REFERENCE: 1113/273

PREPARED BY:  
**ADAMS AND ASSOCIATES**  
301 CUMBERLAND ST.  
FAYETTEVILLE, NC 28301  
PH #: (910)-483-1201  
FAX #: (910)-484-1272



CASE NUMBER 98-281  
SUBDIVISION NAME HARLEY, Sylvia  
APPROVED STREET NAME Blossom Rd  
PARCEL IDENTIFICATION NUMBER 0442-63-5184  
MAP SHEET NUMBER 0442 (04)  
STATE ROAD NUMBER  
TAX DISTRICT NUMBER  
LOW ADDRESS RANGE 0091  
HIGH ADDRESS RANGE

852 22 1009  
W. J. J. J.

CCJPB E911  
To Be Used For Referencing  
011 Address Assignments Only  
Scanned on 11:19 AM, 12/15/2006

**ihos**

**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 May 17, 2021 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-21 rezoning 1.20 +/- ac A1 to RR or more restrictive zoning 6285 & 6291 Braxton Rd owner Marcus G. McLean

P21-22 rezoning 0.71 +/- ac A1 to R30 or more restrictive zoning 3618 Gabe Smith Rd owner Louretha K. McKethan

P21-23 rezoning 1.95 +/- ac R6A to C2(P)/CZ trade contracting & retail or more restrictive zoning N side Cumberland Rd owner Gary Duane McGuire Jr

P21-24 rezoning 72.60 +/- ac A1 to R10 or more restrictive zoning e side W Reeves Bridge Rd owner Margaret Collier Heirs

P21-25 rezoning 1 +/- ac A1 & RR to RR or more restrictive zoning 2952 & 2958 Blossom Rd owners William D. & Sylvia Warren

SN0479 consideration of renaming Farmers Road to N Farmers Rd and S Farmers Rd

Amend. to Cumberland County Code of Ord. Ch. 4, Article IV - Minimum Housing Code; Board of Adjustment to serve as housing appeals board.

5/3, 10

5244311

**Ad Order Number**

0005244311

**Sales Rep.**

0090

**Order Taker**

0001

**Order Source**

Telephone

**Order Invoice Text**

CCBoC - 5/17/21 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

**PO Number**

**Payor Account**

003661000

**Ordered By**

**Payor Address**

130 Gillespie Street, Attn: Laverne Howard  
 FAYETTEVILLE NC 28301 USA

**Customer Fax**

910-678-7631

**Customer EMail**

lhoward@co.cumberland.nc.us

**Payor Phone**

910-678-7600

**Special Pricing**

None

**Net Amount**

\$288.04

**Tax Amount**

\$0.00

**Total Amount**

\$288.04

**Amount Due**

\$288.04

**Payment Method**

**Payment Amount**

\$0.00

**Ad Number**

0005244311-01

**Ad Type**

CL Legal Line

**Ad Size**

: 1.0 X 38 cl

**Color**

<NONE>

**Product**

FO::

**Placement/Classification**

401 - Legals

**Run Dates**

5/3/2021, 5/10/2021

**# Inserts**

2

**Cost**

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/17/2021**

**SUBJECT: STREET RENAMING CASE SN0479**

#### **BACKGROUND**

Due to North Carolina Department of Transportation projects, Farmers Road was severed by NC Hwy 295. With the implementation of the Next Gen E911 standards you cannot have two streets with the same name within the County. The best solution was to rename the north side of NC Hwy 295 to N Farmers Road and the south side to S Farmers Road. Our staff contacted every parcel owner that abutted Farmers Road. They were given the chance to agree or disagree with the solution. Thirty-seven property owners were contacted, and the majority agreed with the proposed solution.

<b><u>Current Names</u></b>	<b><u>PROPOSED</u></b>
<b>FARMERS ROAD</b>	<b>N FARMERS ROAD</b>
<b>FARMERS ROAD</b>	<b>S FARMERS ROAD</b>

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

Staff recommends approval of the street name change.

#### **ATTACHMENTS:**

Description

SN0479 Backup Material

Type

Backup Material

Amy H. Cannon  
County Manager

Tracy Jackson  
Assistant County Manager



Rawls Howard  
Director

David Moon  
Deputy Director

## Planning & Inspections Department

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

**TO:** BOARD OF COUNTY COMMISSIONERS

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

**DATE:** MAY 17, 2021

**SUBJECT:** PUBLIC HEARING AND CONSIDERATION OF RENAMING FARMERS RD TO N FARMERS RD AND S FARMERS RD – SN0479

#### BACKGROUND

Due to North Carolina Department of Transportation projects, Farmers Road was severed by NC Hwy 295. With the implementation of the Next Gen E911 standards you cannot have two streets with the same name within the County. The best solution was to rename the north side of NC Hwy 295 to N Farmers Road and the south side to S Farmers Road. Our staff contacted every parcel owner that abutted Farmers Road. They were given the chance to agree or disagree with the solution. Thirty-seven property owners were contacted, and the majority agree with the solution.

<u>Current Names</u>	<u>PROPOSED</u>
FARMERS ROAD	N FARMERS ROAD
FARMERS ROAD	S FARMERS ROAD

#### RECOMMENDATION/PROPOSED ACTION

Staff recommends approval of the street name change.

#### ATTACHMENTS:

Case SN0479 Backup Material  
Material

Type  
Backup

Cumberland County Board of Commissioners

Ordinance Renaming Farmers Road to N Farmers Road and S Farmers Road

This Ordinance Renaming Farmers Road to N Farmers Road and S Farmers Road is authorized by G.S. § 153A-239.1 and is enacted pursuant to Sec. 4-172 of the Cumberland County Code.

Whereas, SR1612, Farmers Road, has been severed by NC Hwy 295; and

Whereas, the northern portion of SR1612 Farmers Road off of SR1611 Andrews Road will be N Farmers Road and the southern portion of SR1612 Farmers Road off of Ramsey Street will be S Farmers Road; and

Whereas, to avoid the potential confusion, the Board of Commissioners finds it necessary to rename SR1612 Farmers Road between Andrews Road and Ramsey Street; and

Whereas, a duly advertised public hearing was conducted on this matter at the May 17, 2021, regular meeting of the Board of Commissioners.

Now therefore be it ordained as follows:

(1) Farmers Road lying between SR1611 Andrews Road and Ramsey Street, is hereby renamed N Farmers Road and S Farmers Road.

(2) Planning staff is directed to cause notice of this action to be given to the local postmaster with jurisdiction over the road, to the Board of Transportation, and to any city within five miles of the road.

Adopted May 17, 2021.

Cumberland County Board of Commissioners  
By:

---

Charles Evans, Chair

Attest:

---

Candice White, Clerk to the Board

Amy H. Cannon  
County Manager

Tracy Jackson  
Assistant County Manager



Rawls Howard  
Director

David Moon  
Deputy Director

## Planning & Inspections Department

### PROPERTY OWNERS FOR NORTH SIDE OF FARMERS RD SEVERED BY I295 ROAD PROJECT

GILDARDO MONTERO  
384 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531527068000

EDWIN & GLADYS OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0535159986000

WADE BYRD  
350 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531611857000

CHARLES & MARY GAFFNEY  
350 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531612789000

JOYCE A SMALLWOOD  
310 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531613775000

JOYCE A SMALLWOOD  
310 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531614740000

JOYCE A SMALLWOOD  
310 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531615611000

Amy H. Cannon  
County Manager

Tracy Jackson  
Assistant County Manager



Rawls Howard  
Director

David Moon  
Deputy Director

## Planning & Inspections Department

EDWIN G OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531617498000

ROBERT & RONDA OSTENDORF  
256 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531710349000

EDWIN & GLADYS OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531712216000

GLADYS H OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531616150000

EDWIN & GLADYS OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531615060000

MARVIN & JULIETTE HADDOCK  
287 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531614057000

EDWIN & GLADYS OSTENDORF  
276 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531613297000

**Amy H. Cannon**  
County Manager

**Tracy Jackson**  
Assistant County Manager



**Rawls Howard**  
Director

**David Moon**  
Deputy Director

## **Planning & Inspections Department**

**JEFFREY A GOGGIO**  
309 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531612492000

**ELET V CYRIS**  
109 VAN GOGH WAY  
ROYAL PALM BEACH, FL 33411  
REID: 0531611486000

**SHERRY SHAW**  
1081 ANDREWS RD  
FAYETTEVILLE, NC 28311  
REID: 0531611503000

**BETTY H MCLEAN**  
345 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531519507000

**JAMES L JONES**  
361 OSTENDORE LN  
FAYETTEVILLE, NC 28311  
REID: 0531517527000

**PATRICIA HURLEY**  
357 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531512686000

**JUSTIS & ASHLEY TAYLOR**  
363 FARMERS RD  
FAYETTEVILLE, NC 28311  
REID: 0531518718000

**Amy H. Cannon**  
County Manager

**Tracy Jackson**  
Assistant County Manager



**Rawls Howard**  
Director

**David Moon**  
Deputy Director

## **Planning & Inspections Department**

**NORMAN SERVICES, INC**  
**PO BOX 35910**  
**FAYETTEVILLE, NC 28303**  
**REID: 0531517834000**

**ANH THI NGUYEN**  
**528 WILLIWOOD RD**  
**FAYETTEVILLE, NC 28311**  
**REID: 0531516951000**

**ROBERT D & MELINDA PHILLIPS**  
**109 QUIET PINE CIR**  
**POOLER, GA 28311**  
**REID: 05315159656000**

**TAWNEE B BENEDETTO**  
**399 FARMERS RD**  
**FAYETTEVILLE, NC 28311**  
**REID: 0531514958000**

Amy H. Cannon  
County Manager

Tracy Jackson  
Assistant County Manager



Rawls Howard  
Director

David Moon  
Deputy Director

**Planning & Inspections Department**

**1-15-2021**

**PROPERTY OWNERS ON THE SOUTH SIDE FARMERS RD SEVERED BY I  
295 ROAD PROJECT**

**0531805464000  
DJW FAYETTEVILLE, LLC  
15 TUXEDO CT  
MARLTON, NJ 08053**

**0531803505000  
RAMSEY/295 OWNERS ASSOCIATION, INC  
2709 THORNGROVE CT  
FAYETTEVILLE, NC 28311**

**0531800625000  
GCMMB, LLC  
2709 THORNGROVE CT  
FAYETTEVILLE, NC 28311**

**0531702057000  
JO ANN BISHOP  
199 FARMERS RD  
FAYETTEVILLE, NC 28311**

**0531705560000  
DONALD & MARY SCHWAB  
181 FAIRERS RD  
FAYETTEVILLE, NC 28311**

**0531705679000  
JO ANN BISHOP  
199 FARMERS RD  
FAYETTEVILLE, NC 28311**

**0531707422000**

**Amy H. Cannon**  
County Manager

**Tracy Jackson**  
Assistant County Manager



**Rawls Howard**  
Director

**David Moon**  
Deputy Director

## **Planning & Inspections Department**

**DONALD SCHWAB**  
**181 FARMERS RD**  
**FAYETTEVILLE, NC 28311**

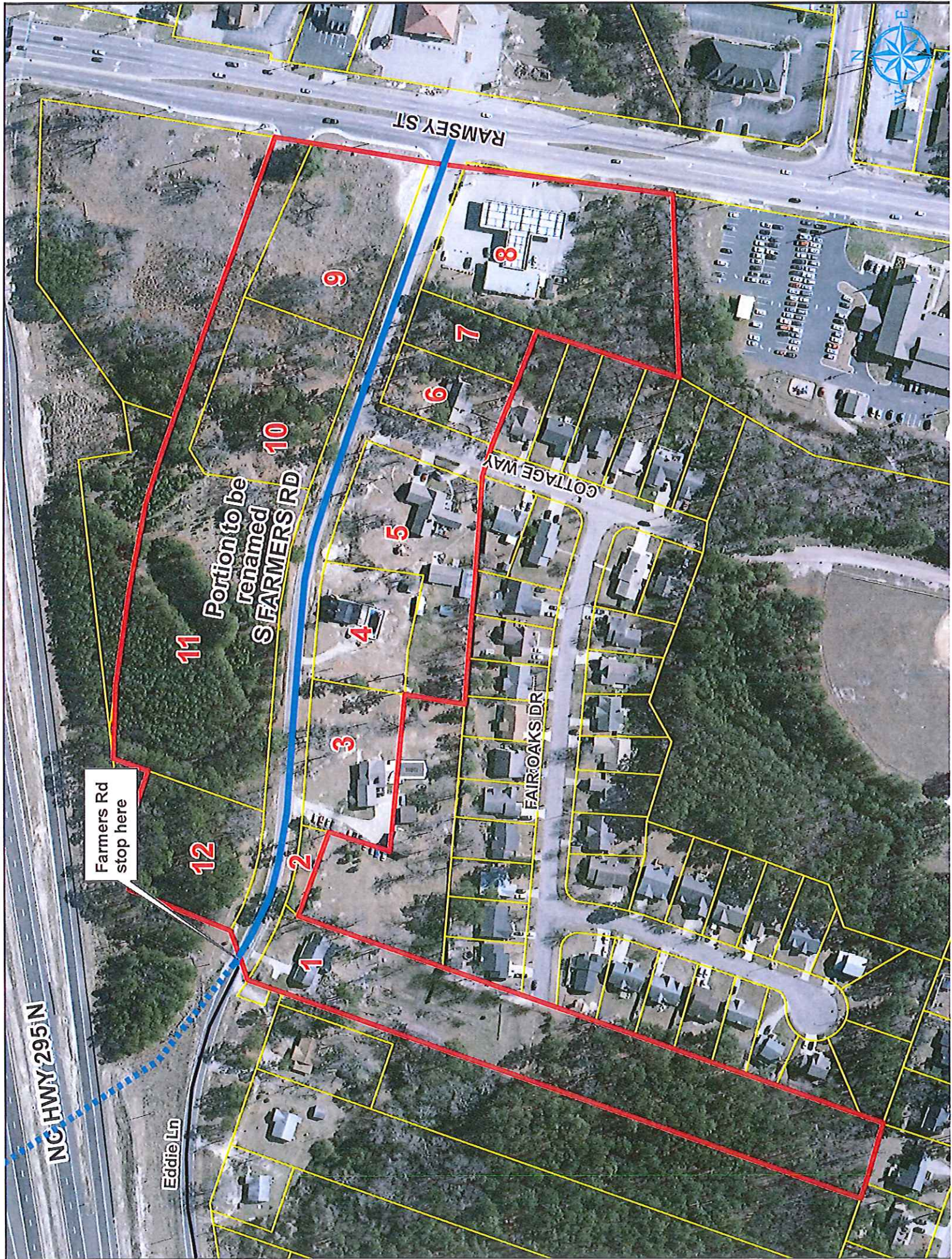
**0531709430000**  
**JANET E POLK**  
**159 FARMERS RD**  
**FAYETTEVILLE, NC 28311**

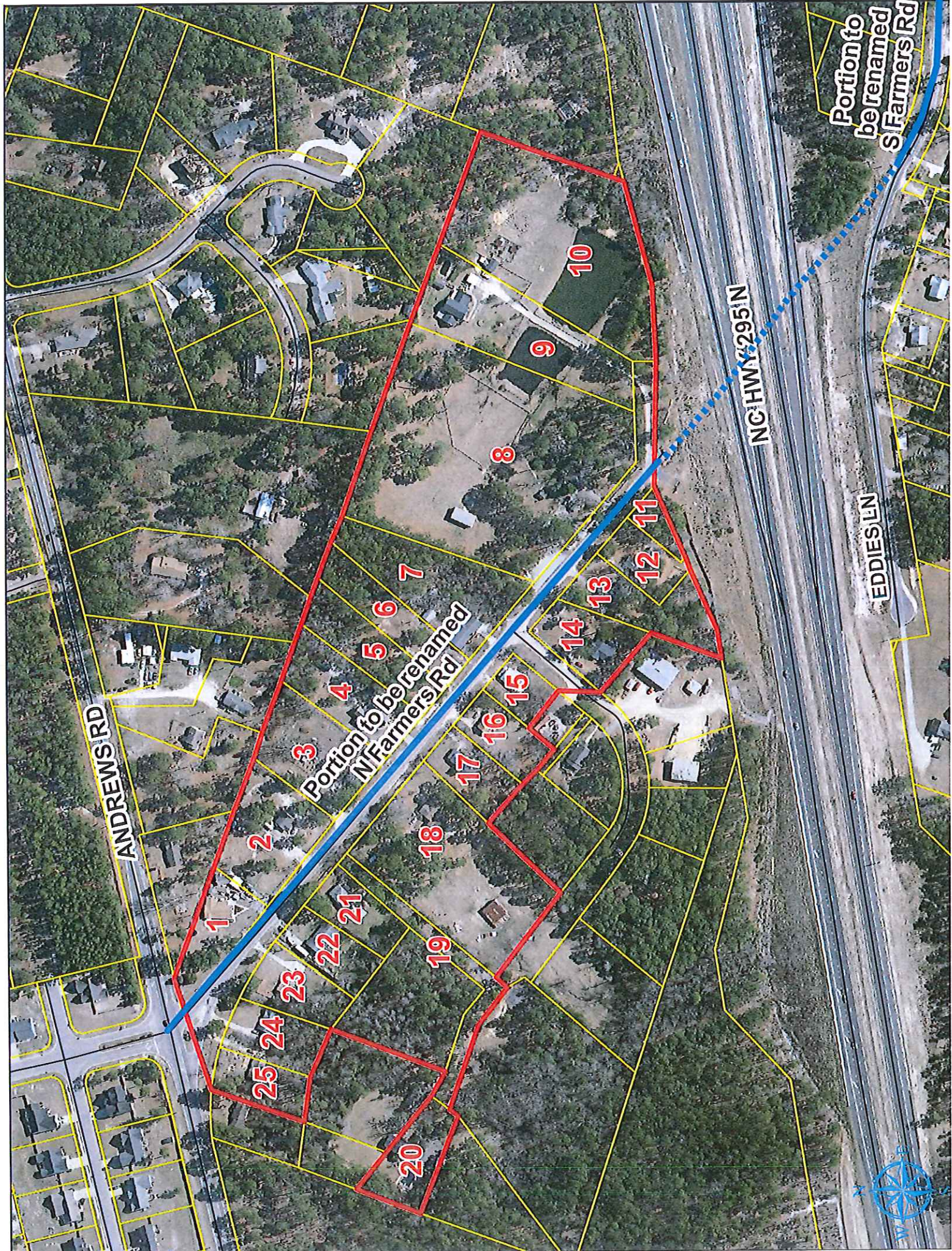
**0531800351000**  
**VERNON & BONITA RAMSEY**  
**125 FARMERS RD**  
**FAYETTEVILLE, NC 28311**

**0531803216000**  
**KEVIN & ELIZABETH RIEDLER**  
**107 FARMERS RD**  
**FAYETTEVILLE, NC 28311**

**0531804203000**  
**LAMAR INVESTMENTS, LLC**  
**PO BOX 8019**  
**CARY, NC 27512**

**0531805028000**  
**LAMAR INVESTMENTS, LLC**  
**PO BOX 1410**  
**SANFORD, NC 27331**





Portion to be renamed S Farmers Rd

NC HWY 295 N

EDDIES LN

ANDREWS RD

Portion to be renamed N Farmers Rd



**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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CCBoC - 5/17/21 meeting

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**PO Number**

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lhoward@co.cumberland.nc.us

**Payor Phone**

910-678-7600

**Special Pricing**

None

**Net Amount**

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**Tax Amount**

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**Total Amount**

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**Amount Due**

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**Payment Method**

**Payment Amount**

\$0.00

**Ad Number**

0005244311-01

**Ad Type**

CL Legal Line

**Ad Size**

: 1.0 X 38 cl

**Color**

<NONE>

**Product**

FO::

401 - Legals

**Run Dates**

5/3/2021, 5/10/2021

**# Inserts**

2

**Cost**

\$276.64

OL::

401 - Legals

5/3/2021, 5/10/2021

2

\$11.40



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JERMAINE WALKER, COUNTY ENGINEER**

**DATE: 5/14/2021**

**SUBJECT: CONSIDERATION OF COMMISSIONERS' MEETING ROOM UPDATE**

#### **BACKGROUND**

At the April 8, 2021 Board of Commissioners' Agenda Session, a representative from the Wooten Company presented two meeting room concepts to the Board. After the presentation, the Board instructed staff to arrange visits with the architect to the Historic Courthouse for the Commissioners and to bring the item back for further discussion at the next Agenda Session. Wooten reached out to the Board and arranged a visit to the Historic Courthouse Courtroom on April 16, 2021 at which time the proposed meeting room concept was explained in greater detail. Two commissioners attended that meeting (Commissioners Keefe and Lancaster).

To recap, the Wooten Company has identified the following costs associated with the proposed renovation:

- Historic Courthouse Courtroom: \$2,573,000 Cumberland County Courthouse
- Rooms 118 & 119: \$2,235,500

The above cost estimate for the Historic Courthouse does not include:

- Elevator Modernization Costs (proposed in FY22 CIP at \$250,000)
- 2nd floor bathroom renovations and ADA up-fit
- Addition of an Executive Meeting Room
- Technology Infrastructure Improvements

If renovated, this will lead to significant plumbing upgrades and a major difference in the appearance of the Historic Courthouse from one floor to the next due to a major renovation of most of the second floor.

Attached to this memo is a proposal from the Wooten Company to complete an additional scope of work, determining the above costs associated with renovations at the Historic Courthouse, in the amount of \$4,775.00 and to be completed in 28 days after approval of the proposal.

The Engineering and Infrastructure Department is also in the process of distributing a Request for Qualifications (RFQ) for a General Government Services Building Space Utilization and Site Analysis Study focusing on the

departments located in the Judge E. Maurice Braswell Courthouse, the old Highsmith-Rainey Hospital, and the Historic Courthouse. Funding for this study is included in the FY21 Budget, but likely would not start until August or September if approved by the Board of Commissioners.

**RECOMMENDATION / PROPOSED ACTION**

At the May 13, Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as an Item of Business on the May 17, 2021 Board of Commissioners Meeting:

1. To move forward with the expanded scope of work for the Wooten Company regarding the Historic Courthouse as we begin the General Government Services Building Space Utilization and Site Analysis Study.

**ATTACHMENTS:**

Description	Type
Wooten Expanded Scope Proposal	Backup Material



April 22, 2021

Ms. Amy H. Cannon  
County Manager  
Cumberland County  
117 Dick St.  
Fayetteville, NC 28301

**Re: Proposal for Historic Courtroom Expanded Concept**

Dear Ms. Cannon:

In response to your request, The Wooten Company is pleased to submit a fee proposal to provide professional services which expand the scope of our conceptual design for the Commissioner's Room in your Historic Courthouse in the Cumberland County. The following summary is our understanding of the objectives and scope of work.

**Project Understanding**

A conceptual design will be developed to allow the Commissioners to understand the related building renovations required to support the use of the Courtroom at the Historic Cumberland County Courthouse at 130 Gillespie St, Fayetteville as the Commissioners' Room. Items added to our previous concept include: restoration of the balcony and the seating area under the balcony; accessible restrooms at the new Commissioners' Room level; an Executive Session Room; and a complete modernization of the larger of the two elevators. The revised concept will provide a basis for planning and budgeting.

**Scope of Work**

***Interviews***

- The scope was determined in discussions with key County employees and elected officials at a meeting in the subject building on Friday, March 16th.
- Develop an understanding of the area required and specific related building systems improvements needed for the above noted functions to support the Commissioners' Room adaptive reuse in the Historic Courthouse.

***Facility and Assessment***

- Evaluate developmental constraints that the Historic Courthouse presents relative to the configuration of the rooms proposed to support the Commissioners Room.

120 North Boylan Avenue  
Raleigh, NC 27603-1423

919.828.0531  
Fax 919.834.3589

[www.thewootencompany.com](http://www.thewootencompany.com)

### **Analysis**

- Generate a schematic floor plan indicating the demolition and new work.
- Generate schematic floor plans indicating room furnishings, fixtures, and finishes.
- Revise estimated construction costs to include expanded scope.

### **County's Responsibility**

- Designate a person to act as the County's representative with respect to the work to be performed under this agreement. Such person shall be the primary contact to transmit instructions, receive information, and to interpret and define County policies.
- Provide timely review and comment on design issues.
- Elected officials and key employees to meet with Architect at times of mutual convenience.

### **Fee**

Based on the scope of the project, we propose to provide the services outlined above at a fixed fee of Four Thousand Seven Hundred Seventy-Five Dollars (\$4,775.00). We do not anticipate any reimbursable expenses associated with these efforts, however, if the need for any such expenses should arise, we will seek approval from the County before proceeding.

### **Schedule**

We estimate that 28 days after execution of the agreement will be required to complete additional scope of the study.

Please review our proposal and do reach out if you have any questions.  
If you find our proposal acceptable, please indicate the County's approval by signing in the appropriate space below and returning a single copy of the agreement to our office.

We appreciate the opportunity that this exciting project affords us to be of continued service to Cumberland County. You have our assurance that The Wooten Company will make every effort to deliver quality service in a timely manner.

Sincerely,

THE WOOTEN COMPANY



Robert E. Egan  
Building Systems Group, Director

Accepted and Approved  
Cumberland County

Amy H. Cannon

Date



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/14/2021**

**SUBJECT: RENEWAL OF A LEASE AGREEMENT WITH EASTER SEALS UCP OF  
NORTH CAROLINA AND VIRGINIA**

#### **BACKGROUND**

Easter Seals UCP of North Carolina and Virginia, Inc. provides support and services for children with intellectual developmental disabilities at the Dorothy Spainhour Center where specially trained teachers and therapists work with local clients and families. The current lease agreement for this 12,310 square foot facility, located at 223 Hull Road in Fayetteville, will expire June 30, 2021, and Easter Seals wishes to renew the lease for a three (3) year term for one dollar (\$1.00) per year. A notice of intent to lease must be published at least thirty (30) days in advance of a regular Board of Commissioners' meeting prior to approving any proposed lease as per G.S. 160A-272.

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

This item was heard at the May 13, 2021 Board of Commissioners' Agenda Session and received a 4-2 vote by the Board and will move to the May 17, 2021 Regular Meeting for further consideration. Staff recommends approval of 1) the initial resolution of intent to lease certain real property and 2) the required 30-day advertising as per N.C.G.S. 160A-272.

As per statute the Board is asked to adopt the following resolution: BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the real property located at 223 Hull Road in Fayetteville will not be needed for government purposes for the term proposed for the lease of the property to Easter Seals UCP of North Carolina and Virginia, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on June 21, 2021, approving the lease pursuant to the terms to be advertised as follows: PUBLIC NOTICE OF PROPOSED LEASE PURSUANT TO G.S. 160A-272. TAKE NOTICE that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on June 21, 2021, approving the lease of approximately 12,310

square feet of space located at 223 Hull Road in Fayetteville to Easter Seals UCP of North Carolina and Virginia, Inc. for up to a three (3) year term with annual rent in the amount of one dollar (\$1.00) per year

**ATTACHMENTS:**

Description

Type

Current Lease

Backup Material

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**LEASE AGREEMENT**

*Notice Advertised in the Fayetteville Observer May 16, 2018*

*Approved by the Board of Commissioners June 18, 2018*

This Lease Agreement, to be effective July 1, 2018, by and between **Easter Seals UCP of North Carolina and Virginia, Inc.**, a North Carolina non-profit corporation with a place of business at 223 Hull Road, Fayetteville, North Carolina, hereinafter referred to as "LESSEE", and the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR".

**W I T N E S S E T H:**

WHEREAS, the Cumberland County Board of Commissioners finds that the services provided by the LESSEE at the leased premises are critical in nature, there is no alternative resource for these specialized services, and these services were previously provided under the umbrella of the County.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and subject to the terms and conditions hereinafter set forth, LESSOR does hereby lease and demise to LESSEE that building known as the "Dorothy Spainhour Facility" located at 223 Hull Road, Fayetteville, North Carolina, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD the leased premises, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. **TERM:** The Lease shall commence the July 1, 2018, and unless sooner terminated, continue for three years to June 30, 2021.
2. **RENT:** The rent shall be at an annual rate of \$1.
3. **DEPOSIT:** LESSOR shall not require a security deposit from the LESSEE.
4. **UTILITIES:** LESSEE shall be solely responsible for all utility costs.
5. **MAINTENANCE:** LESSEE shall be solely responsible for all ongoing maintenance of the facility to include the building and grounds; HVAC, plumbing, electrical and telephone systems; parking lots; playground and fencing. Any replacement of mechanical equipment or proposed renovation must be coordinated through the LESSOR. LESSEE shall be responsible to maintain the premises to meet all requirements necessitated by ADA and OSHA requirements. All maintenance shall be done to the LESSOR'S standard.
6. **PARKING:** LESSEE shall have the right to use all parking lots associated with the building and located on the premises.

7. **INSPECTIONS:** The leased premises shall be subject to periodic inspections by LESSOR upon reasonable notice provided to LESSEE. LESSOR shall give LESSEE written notice of any deficiencies with respect to maintenance after inspection and LESSEE shall correct such deficiencies within a reasonable time after receiving such notice.

8. **USE AND OCCUPANCY:** LESSEE must continue to provide the same developmental day programs and services it has provided at the facility for the past several years. If LESSEE proposes to change any services, it must provide the LESSOR thirty days' advance written notice of such change and the reason for the proposed change.

9. **FINANCIAL STATEMENTS:** LESSEE shall provide LESSOR copies of its annual financial statements prepared in the ordinary course of business.

10. **ASSIGNMENT OR SUB-LEASE:** The lease is made for the specific purpose of LESSEE'S continuation of the services it currently provides in the facility. LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of the LESSOR.

11. **CONDITION OF PREMISES:** LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of this lease except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

12. **DESTRUCTION OF PREMISES:** In the event the facility is damaged or destroyed by fire or any other casualty so as to materially affect the use of the building and premises, this lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after such damage, then this lease shall not terminate. The decision as to whether or not make repairs shall be LESSOR'S and LESSOR shall have no obligation to make repairs.

13. **CONDEMNATION:** If during the term of this lease or any renewal period thereof, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. The LESSOR shall be entitled to reasonable compensation for such taking except for any statutory claim of the LESSEE for injury, damage or destruction of the LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In no event shall the LESSOR be liable to the LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

14. **INSURANCE:** LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured. Proof of such insurance shall be provided to LESSOR annually.

**15. PERSONAL PROPERTY AND IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises shall become the property of the LESSOR and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of the LESSEE and may be removed from the leased premises by the LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.

**16. TAXES:** LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.

**17. NOTICE:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**LESSEE:**

Easter Seals UCP  
Attn: Mark Germann  
223 Hull Road  
Fayetteville, NC 28303-5912

**LESSOR:**

Cumberland County  
Attn: County Manager  
P. O. Box 1829  
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**18. ORDINANCES AND REGULATIONS:** LESSEE shall comply with all the rules and regulations of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at LESSEE'S sole cost and expense.

**19. INDEMNIFICATION:** LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.

**20. MERGER CLAUSE:** This instrument 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 and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this lease agreement.

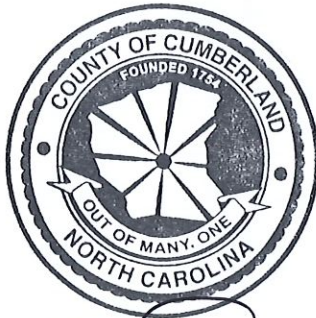
IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this lease to be executed in duplicate originals by their duly authorized officers, to be effective the date and year first above written.

LESSEE: **Easter Seals UCP of North Carolina and Virginia, Inc.**

ATTEST:

BY: _____  
Secretary

BY: Wanne Welch  
Wanne Welch, President/CEO



ATTEST:

BY: Candice White  
Candice White, Clerk

LESSOR: **County of Cumberland**

BY: Amy Cannon  
Amy Cannon, County Manager

Approved for Legal Sufficiency

W. Morefield  
County Attorney's Office  
( ) Renewable  
( ) Non-renewable  
Expiration Date: June 30, 2020



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/17/2021**

**SUBJECT: SENIOR CITIZENS ADVISORY COMMISSION (2 VACANCIES)**

#### **BACKGROUND**

The Senior Citizens Advisory Commission has the following two (2) vacancies.

Cary Berg - completed second term. Not eligible for reappointment.

The Senior Citizens Advisory Commission recommends **Brenda Harris**. (See attached.)

Meagan Honaker - completed second term. Not eligible for reappointment.

The Senior Citizens Advisory Commission recommends **Cynthia Johnson**. (See attached.)

The applicant list and membership roster for the Senior Citizens Advisory Commission are also attached.

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

Nominate individuals to fill the two (2) vacancies on the Senior Citizens Advisory Commission.

#### **ATTACHMENTS:**

Description	Type
Senior Citizens Advisory Commission Membership Roster	Backup Material
Recommendations for Senior Citizens Advisory Commission	Backup Material
Senior Citizens Advisory Commission Applicant List	Backup Material

SENIOR CITIZENS ADVISORY COMMISSION  
(Joint Fayetteville/Cumberland County)  
2 Year Term  
(County Appointees)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Donald Bennett Sr. 5844 Chason Ridge Dr. Apt C Fayetteville, NC 28314 845-216-1242 <a href="mailto:Dfbennettjr@gmail.com">Dfbennettjr@gmail.com</a>	4/19	1 st	Apr/21 <b>4/30/21</b>	Yes
Carey D. Berg PO Box 87326 Fayetteville, NC 28304 425-9754/568-7742	11/18	2nd	Sept/20 <b>9/30/20</b>	No
Nettie Hayes-Miller 247 Eastwood Ave Fayetteville, NC 28301 823-2142/391-2965 <a href="mailto:Nmiller57@embarqmail.com">Nmiller57@embarqmail.com</a>	1/19	1st	Jan/21 <b>1/31/21</b>	Yes
Willie F. Wright 196 Darrock Ct Fayetteville, NC 28311 822-6415/868-8351	12/18	2 nd	Dec/20 <b>12/31/20</b>	No
Tracy Honeycutt 5575 Lockridge Rd Fayetteville, NC 28311 322-8275/323-4191 <a href="mailto:thoneycutt@mccog.org">thoneycutt@mccog.org</a>	11/19	1st	Nov/21 <b>11/30/21</b>	Yes
Reva McNair 1514 Deanscroft Pl Fayetteville, NC 28314 910-864-5217 <a href="mailto:rgluvsjh@hotmail.com">rgluvsjh@hotmail.com</a>	1/19	1st	Jan/21 <b>1/31/21</b>	Yes
Meagan Elise Honaker 5418 Phillips Street Hope Mills, NC 28348 988-8505/429-7223	6/18	2nd	Jun/20 <b>6/30/20</b>	No

Contact: Belinda Jackson– Senior Citizens Center Director – Phone: 433-1574  
(Interoffice – Parks and Recreation) [bjackson@ci.fay.nc.us](mailto:bjackson@ci.fay.nc.us)

Regular Meetings: 2nd Tuesday of each month at 2:30 PM  
FCPR Senior Center, Large Program Room  
739 Blue Street, Fayetteville, NC

## Carolyn Price

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**From:** Belinda Jackson <BJackson@ci.fay.nc.us>  
**Sent:** Monday, May 10, 2021 2:59 PM  
**To:** Kellie Beam  
**Cc:** Carolyn Price  
**Subject:** Joint Fayetteville Cumberland County Senior Citizens Advisory Commission

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

### NEW APPOINTMENTS:

- **Carey Berg** – completed his second term. Not eligible for reappointment.
  - The Senior Citizens Advisory Commission recommends **Brenda Harris** to fill the vacant position due to Mr. Carey Berg completing his second term.
- **Meagan Honaker** – completed second term. Not eligible for reappointment.
  - The Senior Citizens Advisory Commission recommends **Cynthia Johnson** to fill the vacant position due to Ms Meagan Honaker completing her second term



### Belinda Jackson, FCPR Senior Programs Supervisor

Fayetteville-Cumberland Parks & Recreation Department  
Fayetteville Senior Center | 739 Blue St | Fayetteville, NC 28301  
Tokay Fitness Center | 328 Hamilton St | Fayetteville, NC 28301  
Office: 910.433.1574 | Fax: 910.433.1493  
Email: [bjackson@ci.fay.nc.us](mailto:bjackson@ci.fay.nc.us)  
Web: [www.FayettevilleNC.gov](http://www.FayettevilleNC.gov)  
Web: [www.fcpr.us](http://www.fcpr.us)

*All communication not specifically exempted by North Carolina law is a public record and subject to release upon request.*

**APPLICANTS FOR  
SENIOR CITIZENS ADVISORY COMMISSION**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
HUFFAM, JEANETTE JORDAN 3911 W BENT GRASS DRIVE FAYETTEVILLE NC 28312 NO PHONE NUMBER LISTED <a href="mailto:JHUFFAM@AOL.COM">JHUFFAM@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: LEADERSHIP FOR AREA DIRECTORS AT CHAPEL HILL <b>CATEGORY: GENERAL PUBLIC</b>	CHIEF OF QUALITY MANAGEMENT EASTPOINTE MCO	MSW/MS
YARBORO, MARK J. (B/M) 1780 GEIBERGER DRIVE FAYETTEVILLE NC 28303 703-624-7730 <a href="mailto:YARBORO.MARK@YAHOO.COM">YARBORO.MARK@YAHOO.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED CIVIL SERVICE PROCUREMENT ANALYST	BA/MASTERS



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 17, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/17/2021**

**SUBJECT: SENIOR CITIZENS ADVISORY COMMISSION (4 VACANCIES)**

#### **BACKGROUND**

At the May 3, 2021 regular meeting, the Board of Commissioners nominated the following individuals to fill four (4) vacancies on the Senior Citizens Advisory Commission.

#### **NOMINEES:**

Pamela Collins  
Donald Bennett  
Nettie Hayes Miller  
Reva McNair

The current membership roster for the Senior Citizens Advisory Commission is attached.

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

Appoint individuals to fill the four (4) vacancies on the Senior Citizens Advisory Commission.

#### **ATTACHMENTS:**

Description	Type
Senior Citizens Advisory Commission Membership Roster	Backup Material

SENIOR CITIZENS ADVISORY COMMISSION  
(Joint Fayetteville/Cumberland County)  
2 Year Term  
(County Appointees)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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Carey D. Berg PO Box 87326 Fayetteville, NC 28304 425-9754/568-7742	11/18	2nd	Sept/20 <b>9/30/20</b>	No
Nettie Hayes-Miller 247 Eastwood Ave Fayetteville, NC 28301 823-2142/391-2965 <a href="mailto:Nmiller57@embarqmail.com">Nmiller57@embarqmail.com</a>	1/19	1st	Jan/21 <b>1/31/21</b>	Yes
Willie F. Wright 196 Darrock Ct Fayetteville, NC 28311 822-6415/868-8351	12/18	2 nd	Dec/20 <b>12/31/20</b>	No
Tracy Honeycutt 5575 Lockridge Rd Fayetteville, NC 28311 322-8275/323-4191 <a href="mailto:thoneycutt@mccog.org">thoneycutt@mccog.org</a>	11/19	1st	Nov/21 <b>11/30/21</b>	Yes
Reva McNair 1514 Deanscroft Pl Fayetteville, NC 28314 910-864-5217 <a href="mailto:rgluvsjh@hotmail.com">rgluvsjh@hotmail.com</a>	1/19	1st	Jan/21 <b>1/31/21</b>	Yes
Meagan Elise Honaker 5418 Phillips Street Hope Mills, NC 28348 988-8505/429-7223	6/18	2nd	Jun/20 <b>6/30/20</b>	No

Contact: Belinda Jackson– Senior Citizens Center Director – Phone: 433-1574  
(Interoffice – Parks and Recreation) [bjackson@ci.fay.nc.us](mailto:bjackson@ci.fay.nc.us)

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