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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**SEPTEMBER 7, 2021**  
**9:00 AM**

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INVOCATION - Commissioner Glenn Adams, Vice Chair

PLEDGE OF ALLEGIANCE -

RECOGNITION

Deputy Innovation and Technology Services Director Daniel Rister on Graduation from UNC-CH School of Government's Certified Government Chief Information Officers Program

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. EnerGov Online Services
- B. Cumberland Clean Event September 18, 2021
- C. CCNC-TV Available on Streaming Apps

3. CONSENT AGENDA

- A. Approval of August 16, 2021 Regular Meeting Minutes
- B. Proclamation Designating September 17-23, 2021 as Constitution Week
- C. Approval of Induction of 2021 Agricultural Hall of Fame Nominee
- D. Approval of Request to Call a Public Hearing on September 20, 2021 for the Edward Byrne Memorial Justice Assistance Grant Program
- E. Approval of FY2021-2022 Tax Levy Charge to the Collector
- F. Approval of Sole Source Upgrade of Pneumatic Controls
- G. Approval of Sole Source Replacement of Network Automation Engines (NAE)
- H. Approval of Declaration of Surplus County Property and Authorization to Accept Insurance Settlement and Budget Ordinance Amendment #BR220277
- I. Approval of Sale of Surplus Real Property Located at 2028 Corrinna Street, Fayetteville
- J. Approval of Sale of Surplus Real Property Located at 4210 Scary Creek Road, Fayetteville
- K. Approval of Budget Ordinance Amendments for the September 7, 2021 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*
5. NOMINATIONS
  - A. Board of Adjustment (2 Vacancies)
6. APPOINTMENTS
  - A. Mid-Carolina Rural Transportation Advisory Committee (RTAC) (1 Vacancy)
  - B. Regional Land Use Advisory Commission (RLUAC) Board of Directors (1 Vacancy)
  - C. Fayetteville Technical Community College (FTCC) Board of Trustees (1 Vacancy)
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:**

**September 20, 2021 (Monday) - 6:45 PM**

**October 4, 2021 (Monday) - 9:00 AM**

**October 18, 2021 (Monday) - 6:45 PM**



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/1/2021**

**SUBJECT: DEPUTY INNOVATION AND TECHNOLOGY SERVICES DIRECTOR  
DANIEL RISTER ON GRADUATION FROM UNC-CH SCHOOL OF  
GOVERNMENT'S CERTIFIED GOVERNMENT CHIEF INFORMATION  
OFFICERS PROGRAM**

**BACKGROUND**

Daniel Rister, Deputy Innovation and Technology Services Director, successfully graduated from the 2020-2021 Certified Government Chief Information Officers Program™ at the University of North Carolina at Chapel Hill's School of Government.

The CGCIO™ program is the first local government specific program for CIOs in the nation and began in 2005. The program is designed for local government Information Technology Directors and Chief Information Officers whose challenging responsibilities require a broad understanding of management, leadership, legal, regulatory, and enterprise topics. The course is approximately 240 hours in length and course instruction covers strategic technology planning, communication, emerging technology trends, risk assessment and management, acquisition management, change management, leadership, cybersecurity, and legal issues related to technology.

Mr. Rister is one of the 45 local government, state agency, community college, and K-12 education IT leaders in the state of North Carolina who successfully completed the course this year. Over the course of its existence, the CGCIO™ program has graduated over 2000 public sector technology leaders across the nation.

**RECOMMENDATION / PROPOSED ACTION**

Congratulate Mr. Rister on this accomplishment.

**ATTACHMENTS:**

**Description**

Rister CGCIO graduation press release

**Type**

Backup Material



**FOR IMMEDIATE RELEASE**

**Contact:**  
**Shannon Howle Tufts, PhD**  
**UNC School of Government**  
**CGCIO Program**

**Daniel Rister Graduates from  
the University of North Carolina at Chapel Hill's  
CGCIO™ Certification Program**

**Chapel Hill, NC, June 22, 2021. Daniel Rister, Deputy Information Technology Director, for Cumberland County** has successfully graduated from the 2020-2021 Certified Government Chief Information Officers Program™ at the University of North Carolina at Chapel Hill's School of Government.

The CGCIO™ program is the first local government specific program for CIOs in the nation and began in 2005. The program is designed for local government Information Technology Directors and Chief Information Officers whose challenging responsibilities require a broad understanding of management, leadership, legal, regulatory, and enterprise topics. The course is approximately 240 hours in length and course instruction covers strategic technology planning, communication, emerging technology trends, risk assessment and management, acquisition management, change management, leadership, cybersecurity, and legal issues related to technology.

The program's director, Dr. Shannon Tufts, has been recognized by *Government Technology* magazine as one of the 2010 Top 25 Doers, Dreamers, and Drivers for the creation and expansion of this nationally acclaimed program. The program seeks to elevate the position of the dedicated and talented cadre of public sector technology leaders who work tirelessly to serve the public good through strategic investments in technology.

**Daniel Rister** is one of the 45 local government, state agency, community college, and K-12 education IT leaders in the state of North Carolina who successfully completed the course this year. Over the course of its existence, the CGCIO™ program has graduated over 2000 public sector technology leaders across the nation.



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/1/2021**

**SUBJECT: ENERGOV ONLINE SERVICES**

**BACKGROUND**

Cumberland County launched a new online service July 26, 2021, to assist citizens, builders, contractors and businesses with the permitting, planning and inspections process.

EnerGov Services and Citizens Self Service (CSS) is a civics software program that allows online submission and management for permits, plans and inspections in the Planning & Inspections and Environmental Health Departments. Fire inspections through the Fire Marshal's office can also be tracked.

Planning and Inspections Director Rawls Howard will demonstrate the new online service. Innovation and Technology Services Director Keith Todd will update the Board of Commissioners on next steps.

The new EnerGov platform allows citizens to:

- Submit plans electronically for review, tracking and note taking
- Follow the full process of their submitted documents
- Submit applications for pools, wells, septic systems, etc.
- Easily request fire inspections
- Get real-time access online at any time to plans, permits and GIS maps
- Receive email notifications of process status
- Navigate the software's dashboard with easy search features
- Reduce the chance for lost paperwork or a missed appointment
- Reduce phone calls and trips to the office

**RECOMMENDATION / PROPOSED ACTION**

For information purposes only.

**ATTACHMENTS:**

Description  
EnerGov flier

Type  
Backup Material



Announcing a convenient new service for citizens, builders, businesses, and contractors

# ENERGOV SERVICES

Online management for permits, plans, inspections and codes.

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## Permit Applications

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## Requesting Inspections

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## Permit & Inspection Status

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## Plan Review

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- eReviews – Electronic plan submittal for review, tracking, note taking.
- Follow the full review process of your submitted applications.
- Real time access online at anytime to plans, permits, and even GIS maps.
- Easy to navigate dashboard with easy search features.
- Reduces the chance for lost paperwork or a missed appointment.
- Reduction in phone calls and trips to the office.
- Potential for quicker turn-around on permit requests



[cumberlandcountync.gov](http://cumberlandcountync.gov)



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/1/2021**

**SUBJECT: CUMBERLAND CLEAN EVENT SEPTEMBER 18, 2021**

**BACKGROUND**

Cumberland County Solid Waste Management Director Amanda Bader will provide information about the Cumberland Clean event taking place September 18, 2021. Volunteers are invited to help pick up litter throughout the county from 8 a.m. to noon.

**RECOMMENDATION / PROPOSED ACTION**

For information purposes only.

**ATTACHMENTS:**

Description	Type
Cumberland Clean Flier	Backup Material



# COUNTYWIDE LITTER PICKUP EVENT

**Saturday, Sept. 18 from 8 a.m. - Noon**

**Volunteers are invited to help clean up areas  
of the county outside of Fayetteville.**

All participants will receive a trash bag, reusable litter bag,  
an event T-shirt, water and hand sanitizer.

To sign up, call 910-321-6929 or  
email [khall@co.cumberland.nc.us](mailto:khall@co.cumberland.nc.us).



**CUMBERLAND  
COUNTY**  
NORTH CAROLINA

**Cumberland County Solid Waste**

More event info:  
[www.cumberlandcountync.gov/cumberlandclean](http://www.cumberlandcountync.gov/cumberlandclean)



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/1/2021**

**SUBJECT: CCNC-TV AVAILABLE ON STREAMING APPS**

**BACKGROUND**

Cumberland County Government's TV channel, CCNCTV (Cumberland County North Carolina TV) can now be streamed on Apple TV, Roku and FireTV. Residents can download the app for free from their device's app store.

CCNCTV is a 24-hour channel that focuses on Cumberland County government. It airs seven days a week on Spectrum Cable Channel 5 and the County's website. The channel offers programming featuring various departments within the County, public meetings, important updates and information from state and federal agencies.

**RECOMMENDATION / PROPOSED ACTION**

For information purposes only.

**ATTACHMENTS:**

Description

CCNCTV Flier

Type

Backup Material



# CCNCTV

## Cumberland County NC TV

# Now Streaming on FireTV, Roku and AppleTV

- ▶ CCNCTV is a 24-hour channel that focuses on Cumberland County government.
- ▶ Airing seven days a week on Spectrum Cable Channel 5.
- ▶ Live streaming on the county's website **[cumberlandcountync.gov/ccnctv](http://cumberlandcountync.gov/ccnctv)**
- ▶ Programming featuring various departments within the County, public meetings, important updates and information from state and federal agencies.

### For more information

- ▶ [cumberlandcountync.gov/CCNCTV](http://cumberlandcountync.gov/CCNCTV)



**CCNCTV**





**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 9/7/2021**

**SUBJECT: PROCLAMATION DESIGNATING SEPTEMBER 17-23, 2021 AS  
CONSTITUTION WEEK**

**BACKGROUND**

Request was received for a proclamation designating the period beginning September 17 and ending September 23, 2021, as Constitution Week. Chairman Evans will attend an event to celebrate Constitution Week at the State Veterans Park on Friday, September 17, 2021 at 11:00 a.m. and read the proclamation.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation.

**ATTACHMENTS:**

Description

Proclamation for Constitution Week

Type

Backup Material

## roclamation

*WHEREAS, on September 17, 1787, after four months of debate, highlighted by sharp differences of view and by wise compromises, the outstanding leaders of our Republic, who were meeting in convention at Philadelphia, signed the Constitution of the United States of America; and*

*WHEREAS, the story of the framing, signing, and adoption of that epochal document constitutes one of the most significant chapters in the history of our country; and*

*WHEREAS, it is fitting that every American should reflect upon the vision and fortitude of our forebears in creating a charter designed "to form a more perfect Union, establish Justice, ensure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty" for themselves and for the fortunate millions who were to follow them as citizens of this Nation; and*

*WHEREAS, the Congress, by a joint resolution approved August 2, 1956, has requested the President to set aside the week beginning September 17 of each year as Constitution Week, a time for the contemplation and commemoration of the historic acts which resulted in the formation of our Constitution.*

*NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby designate the period beginning September 17 and ending September 23, 2021, as Constitution Week, and urge the citizens of Cumberland County to observe that week with appropriate ceremonies and activities in their schools and churches, and in other suitable places. We further urge the citizens of Cumberland County to give solemn and grateful thought to that eventful week in September 1787 when our Constitution was signed, delivered to the Continental Congress, and made known to the people of the country, thus laying the foundation for the birth of a new Nation.*

*Approved this 7th day of September 2021.*

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*Charles E. Evans, Chairman  
Cumberland County Board of Commissioners*



## **COOPERATIVE EXTENSION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 8/17/2021**

**SUBJECT: APPROVAL OF INDUCTION OF 2021 AGRICULTURAL HALL OF FAME  
NOMINEE**

#### **BACKGROUND**

The Cumberland County Agricultural Hall of Fame Committee met on Wednesday, August, 11, 2021 and selected Mr. Alton Earl Smith, Jr., as the 2021 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Enclosed is supporting background information on Mr. Smith.

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

Consider the induction of Mr. Alton Earl Smith, Jr. into the Cumberland County Agriculture Hall of Fame.

#### **ATTACHMENTS:**

Description	Type
Bio of Hall of Fame Inductee, Alton Earl Smith, Jr.	Backup Material

6-29-11

**Cumberland County  
Agricultural Hall of Fame  
2021  
Nomination Form  
(Return completed form by June 30, 2021)**

**Nominee's Full Name:** Alton Earl Smith, Jr.

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

**Address:** 6745 Fire Department Road

Hope Mills, NC 28348

**Phone:** 910/850-3784

*If deceased, please provide the following information:*

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

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

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

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**Nominator:** Daughter Rose S. Kennedy and family

**Address:** 6735 Fire Department Road

Hope Mills, NC 28348

**Phone:** 910/309-6448

**Home**

**Work**

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**Eligibility:**

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

Please complete the following information about the Nominee

Please describe the nominee's farming operation/agricultural work: \_\_\_\_\_

Row crop production, currently 1200 acres. Dairy cattle 1950-1985. Former tobacco producer.

Please describe the nominee's significant accomplishments and major contributions to agriculture in Cumberland County: \_\_\_\_\_

He has been farming in Cumberland County since 1950 when his Father's health declined. Twelve years old at the

time, he continued to attend and graduated from Grays Creek School. He was a charter member of the Grays Creek FFA,

organized in 1953. Receiving numerous awards for dairy cattle production, he served as a Director of the Dairy Herd

Improvement Association. In 1967 he was chosen as the Outstanding Young Farmer for Cumberland County. Along with

maintaining the farm, he became the lead salesman for Long Manufacturing Company, selling farm machinery

and servicing the equipment throughout the state. He was one of the first in the county to begin bulk tobacco curing. He has

grown the size of the farm from 200 acres to over 700, currently farming around 1200 acres. His progressive attitude and

guidance have inspired his grandchildren, who are active in the farm and have themselves expanded the operation to include beef cattle and hay production.

Total years of service contributing to Cumberland County agriculture: 71 years



**Nominee's agricultural leadership roles, honors, awards:** \_\_\_\_\_

Charter member, Grays Creek School FFA

Director Dairy Herd Improvement Association

1967 Outstanding Young Farmer Award, Cumberland County

Past President, Farm Bureau Association

**Nominee's major civic, religious, or public service contributions:** \_\_\_\_\_

Cumberland County School Board

Grays Creek Ruritan Club, secretary

Green Springs Baptist Church, superintendant      Founding member Grays Creek Fire Station #18

**Returned completed forms and supporting documentation by June 30, 2021 to:**

**Cumberland County Cooperative Extension**

**Attn: Agricultural Hall of Fame**

**Charlie Rose Agri-Expo Center**

**301 East Mountain Drive**

**Fayetteville, North Carolina 28306**



## **SHERIFF'S OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SHERIFF ENNIS WRIGHT**

**DATE: 8/23/2021**

**SUBJECT: APPROVAL OF REQUEST TO CALL A PUBLIC HEARING ON  
SEPTEMBER 20, 2021 FOR THE EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT PROGRAM**

#### **BACKGROUND**

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Justice Assistance Grant Program through the United States Department of Justice (USDOJ). As part of USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity in the Fayetteville Observer on Saturday, September 4, 2021 and is requesting the Board of Commissioners to schedule a public hearing on the Edward Byrne Memorial Justice Assistance Program application at the September 20, 2021 Cumberland County Board of County Commissioners Meeting.

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

Approve the request for a Public Hearing to be held on September 20, 2021.

#### **ATTACHMENTS:**

Description	Type
Edward Byrne Memorial Justice Grant - Public Hearing Ad Order Confirmation	Backup Material

**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 Sheriff's Office and the City of Fayetteville Police Department are eligible to apply for the BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation from the US Department of Justice. The grant totals \$182,691. A public hearing is scheduled for Monday, September 20, 2021 at 6:45 PM at the Cumberland County Courthouse, Room 118, to receive any public comments on this grant.

The Sheriff's Office intends to use these funds to defray the cost of subscriptions to the SBI and FBI databases. The City of Fayetteville Police Department intends to use the funds for equipment, supplies, and community programs.

**Ad Order Number**

0005251870

**Sales Rep.**

0001

**Order Taker**

0001

**Order Source**

Telephone

**Order Invoice Text**

2021 Edward Byrne Memorial Justice A

**Customer**

CUMB CO SHERIFFS OFFICE

**Customer Account**

010785106

**Customer Address**131 DICK ST, ,  
FAYETTEVILLE NC 28301 USA**Customer Phone**

910-677-5445

**Payor Customer**

CUMB CO SHERIFFS OFFICE

**PO Number****Payor Account**

010785106

**Ordered By****Payor Address**131 DICK ST, ,  
FAYETTEVILLE NC 28301 USA**Customer Fax**

910-677-5555

**Customer EMail**

lblauser@ccsonc.org

**Payor Phone**

910-677-5445

**Special Pricing**

None

**Net Amount**

\$133.32

**Tax Amount**

\$0.00

**Total Amount**

\$133.32

**Amount Due**

\$133.32

**Payment Method****Payment Amount**

\$0.00

**Ad Number**

0005251870-01

**Ad Type**

CL Line

**Ad Size**

: 1.0 X 23 cl

**Color**

&lt;NONE&gt;

**Product****Placement/Classification****Run Dates****# Inserts****Cost**

FO::

410 - Public Notices

8/26/2021

1

\$122.82

OL::

410 - Public Notices

8/26/2021

1

\$10.50





**OFFICE OF THE TAX ADMINISTRATOR**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**DATE: 8/24/2021**

**SUBJECT: APPROVAL OF FY2021-2022 TAX LEVY CHARGE TO THE COLLECTOR**

**BACKGROUND**

In accordance with NCGS 105-321(b) before delivering the tax receipts to the Tax Collector in any year, the Board of County Commissioners shall adopt and enter into its minutes an order directing the Tax Collector to collect the taxes charged in the tax records and receipts.

**RECOMMENDATION / PROPOSED ACTION**

A copy of the order must be delivered to the Collector at the time the tax receipts are delivered to him. Recommend that the Board approve the levy and charge the Collector with the responsibility to collect the taxes.

**ATTACHMENTS:**

Description

FY2021-2022 Levy

Charge to Collect FY2021-2022 Levy

Type

Backup Material

Backup Material

2021-2022 LEVY

AUTHORITY	CC LEVY	LATE LIST	PUBLIC SERVICE	PUBLIC SERVICE LATE LIST	CC LEVY & PUBLIC SERVICE LEVY	TOTAL CC LEVY, PS LEVY & LATE LIST
BEAVER DAM	172,593.31	182.52			172,593.31	172,775.83
BETHANY	312,528.06	276.53			312,528.06	312,804.59
BONNIE DOONE	4,443.49				4,443.49	4,443.49
COTTON	1,323,883.63	3,034.03			1,323,883.63	1,326,917.66
CUMBERLAND RD FD	631,026.71	311.46			631,026.71	631,338.17
EASTOVER FIRE	357,369.07	318.28			357,369.07	357,687.35
GODWIN-FALCON FIRE	115,652.46	76.18			115,652.46	115,728.64
GRAYS CREEK	1,160,177.21	712.88			1,160,177.21	1,160,890.09
LAFAYETTE VILLAGE	5.52				5.52	5.52
LAKE RIM	7,465.06	1.28			7,465.06	7,466.34
MANCHESTER	90,955.77	117.55			90,955.77	91,073.32
PEARCE'S MILL	1,027,546.45	1,369.83			1,027,546.45	1,028,916.28
SPECIAL FIRE	-	-			-	-
STEDMAN FIRE	183,650.60	96.52			183,650.60	183,747.12
STONE POINT	1,271,867.76	357.82			1,271,867.76	1,272,225.58
VANDER FIRE	1,200,033.93	999.61			1,200,033.93	1,201,033.54
WADE FIRE	121,454.78	176.32			121,454.78	121,631.10
WESTAREA FIRE	1,346,764.57	299.32			1,346,764.57	1,347,063.89
WESTAREA STATION 10	270,922.64	172.39			270,922.64	271,095.03
<b>FIRE DIST SUBTOTAL</b>	<b>9,598,341.02</b>	<b>8,502.52</b>	-	-	<b>9,598,341.02</b>	<b>9,606,843.54</b>
EASTOVER	590,757.27	270.46			590,757.27	591,027.73
EASTOVER-VANDER	20,775.78	1.50			20,775.78	20,777.28
FALCON	32,279.87	216.40			32,279.87	32,496.27
FAYETTEVILLE	62,958,005.38	38,315.44			62,958,005.38	62,996,320.82
STORM WATER	11,295,864.00				11,295,864.00	11,295,864.00
FAYET SOLID WASTE	13,808,025.00				13,808,025.00	13,808,025.00
REVITALIZATION	149,787.73	137.04			149,787.73	149,924.77
GODWIN	19,199.96	2.70			19,199.96	19,202.66
HOPE MILLS TOWN	5,021,584.08	2,834.47			5,021,584.08	5,024,418.55
HOPE MILLS REFUSE	1,386,924.00				1,386,924.00	1,386,924.00
HOPE MILLS STORM WATER	762,096.00				762,096.00	762,096.00
LINDEN TOWN	23,149.85	33.50			23,149.85	23,183.35
SPRING LAKE	2,850,749.92	2,359.44			2,850,749.92	2,853,109.36
SPRING LAKE REFUSE	611,237.00				611,237.00	611,237.00
SL STORM WATER	290,280.00				290,280.00	290,280.00
STEDMAN TOWN	294,136.19	262.73			294,136.19	294,398.92
WADE TOWN	108,237.59	84.02			108,237.59	108,321.61
<b>CITY SUB-TOTALS</b>	<b>100,223,089.62</b>	<b>44,517.70</b>	-	-	<b>100,223,089.62</b>	<b>100,267,607.32</b>
COUNTY WIDE	167,454,925.51	117,208.63			167,454,925.51	167,572,134.14
RECREATION	3,277,573.27	2,945.73			3,277,573.27	3,280,519.00
HM RECREATION	545,775.40	308.17			545,775.40	546,083.57
SOLID WASTE	5,912,872.00				5,912,872.00	5,912,872.00
					-	-
<b>SUB TOTAL</b>	<b>177,191,146.18</b>	<b>120,462.53</b>	-	-	<b>177,191,146.18</b>	<b>177,311,608.71</b>
<b>GRAND TOTAL</b>	<b>287,012,576.82</b>	<b>173,482.75</b>	-	-	<b>287,012,576.82</b>	<b>287,186,059.57</b>

Note: Special Fire is now part of the fire district known as Fire Service District.

MEMORANDUM

TO: Joseph R. Utley, Jr., Tax Administrator  
FROM: Board of County Commissioners  
DATE: August 27, 2021  
RE: FY2021-2022 Tax Charge

State of North Carolina

County of Cumberland and all Municipalities through Inter-Local Agreement

To the Tax Collector of the County of Cumberland and Municipalities through Inter-Local Agreement.

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Tax Administration and in the tax receipts herewith delivered to you, in the amounts and from taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cumberland and Municipalities through Inter-Local Agreement, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this \_\_\_\_\_ day of September 2021.

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Charles Evans, Chairman,  
Board of County Commissioners

Attest: \_\_\_\_\_

Clerk of Board of Commissioners of Cumberland County.



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR**

**DATE: 8/25/2021**

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

#### **BACKGROUND**

Funds in the amount of \$70,000 were appropriated in the fiscal year 2022 Capital Improvement Plan budget for the upgrade of pneumatic controls on the first floor of the Department of Social Services building. The existing controls will be replaced with a direct digital control (DDC) system.

The existing controls are operated using Metasys Software. Metasys software is proprietary to Johnson Controls, Inc. The new controls must be compatible with the existing software. To maintain standardization and compatibility, the new controls need to be procured from and installed by Johnson Controls, Inc. A quote has been submitted in the amount of \$69,500.00.

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

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

#### **ATTACHMENTS:**

Description

Supporting Documentation

Type

Backup Material

Sole Source Request Form (Eff. 6/21/21)  
Submit Completed Form to Purchasing

Date: 8/19/21 Department: Internal Services

1. Vendor Name (Legal Name): Johnson Controls Inc

**\*\*Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number. OR if original budget and budget revision both apply answer accordingly\*\*

2. Amount Budgeted for Purchase: \$70,000 Original Budget (Y/N): Y or Budget Revision #: N/A

Budget Codes (The budget the purchase will be made from):

Org. 1074185 Object Code: 570050 Project Code: 22306

Additional Notes Regarding Budget: \_\_\_\_\_

3. Federal Funding (Y/N): N

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

The existing pneumatic controls at the Department of Social Services are outdated and need to be replaced. The new controls will be direct digital controls which are more energy efficient. Three floors have already been replaced and this is for the first floor.

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

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

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

Johnson Controls Inc replaced the other three floors in previous fiscal years. The new controls must be compatible with the other floors that have been previously completed by this vendor.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: [Signature]

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By: [Signature]

Date: 8/24/21

BOCC Meeting Date: \_\_\_\_\_ Deadline for Novus Entry: \_\_\_\_\_





Upgrading Pneumatic controls 1st Floor at DSS  
Quote Prepared by Stanley Thibodeaux  
08/19/2021



## PROPOSAL

### Account Information

**Bill To:** CUMBERLAND COUNTY ELECTRICAL  
PBEM 420 MAYVIEW STREET  
FAYETTEVILLE NC  
USA 28306

**Quote Reference Number:** 1-1CX23WG1

**Project Name:** Upgrading Pneumatic controls 1st Floor at DSS

**Site:** COUNTY OF CUMBERLAND DEPT OF SOCIAL SERVICES -DSS  
1225 RAMSEY ST  
FAYETTEVILLE NC 28301-4401

**Branch Info:** JOHNSON CONTROLS WILMINGTON NC CB - 0N0A

**Attn:** Joe Deaton

### Customer Information

**Name:** Joe Deaton

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.  
We propose to furnish the materials and/or perform the work below for the net price of: \$69,500.00

This proposal is valid through: 09/11/2021

**CUMBERLAND COUNTY ELECTRICAL**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Proposal Overview

- Benefits/Scope of Work:** To replace all existing pneumatic controls on the 1st floor with DDC controls, This includes pulling plenum rated wire between all vav boxes , replacing controllers, commissioning and adding points to the metasys server, All work will be performed to JCI standards and customer satisfaction
- Exclusions:**
- 1.Labor or material not specifically described above is excluded from this proposal.
  - 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
  - 3.Applicable taxes or special freight charges are excluded from this proposal

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### **TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform



services hereunder.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**18. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**19. SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. Privacy. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](https://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**21. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**22. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR**

**DATE: 8/25/2021**

**SUBJECT: APPROVAL OF SOLE SOURCE REPLACEMENT OF NETWORK AUTOMATION ENGINES (NAE)**

#### **BACKGROUND**

Funds in the amount of \$70,000.00 have been appropriated in the fiscal year 2022 Capital Improvement Plan budget for the replacement of Network Automation Engines (NAE) at multiple County facilities. NAEs allow staff the ability to remotely control building scheduling and energy management using Metasys software.

The replacement of the NAEs will allow the latest Metasys software and hardware to be installed, ensuring effectiveness and security. Metasys software is proprietary to Johnson Controls, Inc. The NAEs need to be purchased from and installed by Johnson Control, Inc. to maintain standardization and compatibility. A quote has been submitted in the amount \$59,571.10.

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

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

#### **ATTACHMENTS:**

Description

Supporting Documentation

Type

Backup Material



## Sole Source Request Form (Eff. 6/21/21)

Submit Completed Form to Purchasing

Date: 8/19/21 Department: Internal Services

1. Vendor Name (Legal Name): Johnson Controls Inc

**\*\*Important Note for Item #2:** Confirm all required budgetary processes are complete and the funds are available before submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the current fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly\*\*

2. Amount Budgeted for Purchase: \$70,000 Original Budget (Y/N): Y or Budget Revision #: N/A

Budget Codes (The budget the purchase will be made from):

Org. 1074185 Object Code: 577050 Project Code: 22320

Additional Notes Regarding Budget: \_\_\_\_\_

3. Federal Funding (Y/N): N

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

The replacement of the NAEs will allow the latest Metasys software and hardware to be installed to ensure all building operating systems properly function and improves security of the Metasys software.

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

☐ (1) Performance or price competition is not available. Explain Below.

☐ (2) Product is available from only one source. Explain Below.

☒ (3) Standardization or compatibility is the overriding consideration. Explain Below.

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

The Metasys building automation software is a proprietary software utilized only by Johnson Controls Inc. The NAEs must be installed and programmed by Johnson Controls Inc. to ensure standardization and compatibility.

6. Required Attachments:

a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.

b. Attach the quote submitted by the vendor for the purchase.

Recommended By: \_\_\_\_\_

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Ivonne Mendez

Date: 8/24/21

BOCC Meeting Date: \_\_\_\_\_ Deadline for Novus Entry: \_\_\_\_\_





NAE Upgrade  
Quote Prepared by Stanley Thibodeaux  
08/19/2021



## PROPOSAL

### Account Information

**Bill To:** CUMBERLAND COUNTY ELECTRICAL  
PBEM 420 MAYVIEW STREET  
FAYETTEVILLE NC  
USA 28306

**Quote Reference Number:** 1-1CX20826

**Project Name:** NAE Upgrade

**Site:** COUNTY OF CUMBERLAND  
420 MAYVIEW ST RM 106  
FAYETTEVILLE NC 28306-1748

**Branch Info:** JOHNSON CONTROLS WILMINGTON NC CB - 0N0A

**Attn:** DONNA GRIFFEN

### Customer Information

**Name:** DONNA GRIFFEN

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 09/11/2021

**CUMBERLAND COUNTY ELECTRICAL**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Proposal Overview

### Benefits/Scope of Work:

Johnson Controls will provide the following:

Upgrade the following buildings to the latest metasys software and hardware to insure effectiveness and security of the Metasys System this will also allow more enhancements and features to allow for easier operations and better energy saving opportunities for the customer.

AGRO-EXPO

BORDEAUX LIBRARY

C-5

DETENTION CENTER

DETENTION CENTER NEW WING

WELLNESS

CROWN NAE 1

CROWN NAE 2

CROWN NAE 3

DSS

\*\*\*PLEASE NOTE\*\*\*

\*\*\*IF QUOTE IS APPROVED BEFORE SEPTEMBER 30th 2021, PRICE IS \$59,571.10

\*\*\*IF QUOTE IS APPROVED AFTER SEPTEMBER 30th 2021, PRICE IS \$63,171.10

### Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

#### **TERMS AND CONDITIONS**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

**8. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**9. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**10. PRICING; PAYMENT.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform

services hereunder.

**11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

**12. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**14. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**15. FORCE MAJEURE.** JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**16. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**17. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**18. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**19. SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. Privacy. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](https://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.



**21. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**22. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



## **RISK MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR**

**DATE: 8/11/2021**

**SUBJECT: APPROVAL OF DECLARATION OF SURPLUS COUNTY PROPERTY  
AND AUTHORIZATION TO ACCEPT INSURANCE SETTLEMENT AND  
BUDGET ORDINANCE AMENDMENT #BR220277**

#### **BACKGROUND**

DATE OF ACCIDENT: MAY 10, 2021  
VEHICLE: 2016 FORD EXPLORER  
VIN: 1FM5K8AR3GGA71895  
FLEET#: FL591  
DEPARTMENT: Sheriff's Office  
SETTLEMENT OFFER: \$18,164.00  
INSURANCE COMPANY: GEICO

This is a total loss settlement offer.

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

Management recommends that the Board of Commissioners:

1. Declare the vehicle described above as surplus.
2. Authorize the Accounting Supervisor to accept \$18,164 as settlement.
3. Allow GEICO to take possession of the wrecked (surplus) vehicle.
4. Approve Budget Ordinance Amendment BR# 220277 in the amount of \$18,164 recognizing the insurance settlement. Please note this amendment requires no additional county funds.

#### **ATTACHMENTS:**

Description

Type





# MARKET VALUATION REPORT

Prepared for GEICO



## REPORT SUMMARY



### CLAIM INFORMATION

Owner	McNair, Dawn Fayetteville, NC 28302
Loss Unit	Police 2016 Ford EXPLORER 4X4 POLICE 6cyl. 3.7l Sport Utility Vehicle
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	05/10/2021
Claim Reported	07/27/2021



### INSURANCE INFORMATION

Report Reference Number	102814609
Claim Reference	8702230280000001-02
Adjuster	Bulla, Kelly
Odometer	72,325
Last Updated	07/27/2021 07:19 AM



### VALUATION SUMMARY

<b>Base Value</b>	<b>\$ 18,131.00</b>
MILEAGE: 71760	+ \$ 33.00
<b>Adjusted Value</b>	<b>\$ 18,164.00</b>

<b>Total</b>	<b>\$ 18,164.00</b>
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The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by GEICO.

#### BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

#### Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	5
Valuation Notes.....	8
Supplemental Information.....	9



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/1/2021**

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT  
2028 CORRINNA STREET, FAYETTEVILLE**

**BACKGROUND**

On August 16, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad on behalf of MDN Rentals, LLC to purchase property with PIN 0438-28-2788, being Lot 58, Broadwell Subdivision, Section 2, Plat Book 40, Page 71, located at 2028 Corrinna Street, Fayetteville, for \$9,479.30 and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF6, with a tax value of \$15,000.00. 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 August 21, 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

AOP Corrinna St

Type

Backup Material

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

MYRA BROOKS CUMB CO ATTORNEY'S  
PO BOX 1829  
FAYETTEVILLE, NC 28302--1829

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK 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 of Cumberland and State of North Carolina, 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 was inserted in the aforesaid newspaper in space and on dates as follows:

August 21, 2021

and at the time of 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.



Denise Roberson  
Legal Clerk

Amy Kokott  
Notary Public, State of Wisconsin, County of Brown

6/30/2025  
My commission expires

sworn to before me and subscribed in my presence by this the  
21st day of August, 2021

FEE: \$154.80  
AD #: 0005251687  
ACCT: 017971203

AMY KOKOTT  
Notary Public  
State of Wisconsin

## CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT INTENT 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 0438-28-2788, being Lot 58, Broadwell Subdivision, Section 2, Plat Book 40, Page 71, located at 2028 Corinna Street, Fayetteville, is not needed for governmental purposes and intends to accept an offer to purchase the property for \$8,478.30. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551 Courthouse, Fayetteville, NC 28302.

August 16, 2021  
Candice White, Clerk to the Board  
8/21 5251687





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 9/1/2021**

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT  
4210 SCARY CREEK ROAD, FAYETTEVILLE**

**BACKGROUND**

On August 2, 2021, the Board adopted a resolution of its intent to accept the offer of Kendra E. Adams to purchase property with PIN 0472-08-4858, being Lot 14 McNeill Sands, Section 1, Plat Book 93, Page 42, located at 4210 Scary Creek Road, Fayetteville, for \$5,614.39, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned A1, with a tax value of \$8,000.00. 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 August 6, 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

AOP - Scary Creek

Type

Backup Material

## AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

MYRA BROOKS CUMB CO ATTORNEY'S  
PO BOX 1829  
FAYETTEVILLE, NC 28302 - 1829

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK 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 of Cumberland and State of North Carolina, 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 was inserted in the aforesaid newspaper in space and on dates as follows:

August 06, 2021

and at the time of 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.

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 0172-08-1858, being Lot 14 McNeill Sands, Sec. 1, Plat Book 93 at Page 42, located at 4210 Scary Creek Road, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,614.39. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

August 2, 2021  
Candice White, Clerk to the Board  
8/6 5251095

*And Butts*

Legal Clerk

*Amy Kokott*

Notary Public, State of Wisconsin, County of Brown

*6/30/2025*

My commission expires

sworn to before me and subscribed in my presence by this the 6th day of August, 2021

FEE: \$129.90  
AD #: 0005251095  
ACCT: 017971203

AMY KOKOTT  
Notary Public  
State of Wisconsin





## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 8/31/2021**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE  
SEPTEMBER 7, 2021 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

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

##### **1) Emergency Services Grants – Budget Ordinance Amendment B220336 to recognize the CSX Transportation Grant in the amount of \$5,000**

The Board is requested to approve Budget Ordinance Amendment B220336 in the amount of \$5,000 for the Military and First Responder Grant awarded by CSX Transportation. This funding will be used to purchase a search and damage assessment drone.

Please note this amendment requires no additional county funds.

##### **2) Animal Services – Budget Ordinance Amendment B220832 to recognize the Petco Grant in the amount of \$1,000**

The Board is requested to approve Budget Ordinance Amendment B220832 in the amount of \$1,000 for the Petco Grant. This funding will be used to purchase outdoor play equipment and other enrichment items for the shelter animals to lower their stress levels while they await adoption.

Please note this amendment requires no additional county funds.

##### **3) Health Department – Budget Ordinance Amendment B220161 to recognize federal funds in the**

**amount of \$2,687,121 through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health**

The Board is requested to approve Budget Ordinance Amendment B220161 in the amount of \$2,687,121 of federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health. This funding will be used to prevent, prepare, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, testing, and laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

Please note this amendment requires no additional county funds.

**4) Health Department – Budget Ordinance Amendment B220188 to recognize federal funds in the amount of \$134,602 through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health**

The Board is requested to approve Budget Ordinance Amendment B220188 in the amount of \$134,602 of federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health. This funding will be used to continue providing on-site infection prevention and control training and consultation to all long-term care facilities.

Please note this amendment requires no additional county funds.

**5) Health Department – Budget Ordinance Amendment B220581 to recognize federal funds in the amount of \$75,000 through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health**

The Board is requested to approve Budget Ordinance Amendment B220581 in the amount of \$75,000 of federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health. This funding will be used to operate a COVID vaccine distribution hub which will facilitate supplying vaccines to providers.

Please note this amendment requires no additional county funds.

**6) Health Department – Budget Ordinance Amendment B220681 to recognize a grant in the amount of \$32,000 from the Cumberland Community Foundation Inc.**

The Board is requested to approve Budget Ordinance Amendment B220681 in the amount of \$32,000 from the Cumberland Community Foundation Inc. This funding will be used for the project: Improving Health Outcomes through Mobile Clinics and Social Determinants of Health. The goal of this project is to provide unmet needs of patients such as transportation to appointments, utilities, rent, childcare, and meeting basic needs. Support will be provided when patients are unable to receive help from other sources.

Please note this amendment requires no additional county funds.

**7) Health Department – Budget Ordinance Amendment B220869 to recognize federal funds in the amount of \$115,000 through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health**

The Board is requested to approve Budget Ordinance Amendment B220869 in the amount of \$115,000 of federal funds through the North Carolina Department of Health and Human Services-North Carolina Division of Public Health. This funding will be used to hire a temporary contracted services School Health Liaison for the coordination of COVID screening, testing, and vaccine administration efforts.

Please note this amendment requires no additional county funds.

**8) Emergency Services – Budget Ordinance Amendment B220879 to budget revenue in the amount of \$4,752**

The Board is requested to approve Budget Ordinance Amendment B220879 in the amount of \$4,752. Reimbursements will be made from the City of Fayetteville for the City's 911 Center portion of the PWC dark fiber. In previous years, this reimbursement has been recorded in the Emergency Telephone System Fund, however the 911 Board is requesting for future years to be recorded in the general fund.

Please note this amendment requires no additional county funds.

**Federal Drug Forfeiture Fund 204**

**9) Federal Drug Forfeiture – Budget Ordinance Amendment B220196 to recognize additional revenue in the amount of \$195,000**

The Board is requested to approve Budget Ordinance Amendment B220196 to recognize additional revenue in the amount of \$195,000. \$65,000 will be spent on the purchase of a shelter for the shoot house at the Earl "Moose" Butler Law Enforcement Training Center and \$20,000 to purchase night sites for sniper rifles. The remaining \$110,000 will be applied to the federal drug forfeiture fund balance.

Please note this amendment requires no additional county funds and will be a reduction to federal drug forfeiture fund balance.

**REGARDING THE FOLLOWING ITEMS #10-#26 PLEASE NOTE:**

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/21) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2021 budget; however, the money was not spent by June 30, 2021.

The following amendments seek to bring those funds forward from FY 2021 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY21 funds in FY22.

**General Fund 101**

**10) Facilities Maintenance – Budget Ordinance Amendment B220635 to re-appropriate FY21 funds in the amount of \$12,000**

The Board is requested to approve Budget Ordinance Amendment B220635 to re-appropriate FY21 funds in the total amount of \$12,000. The funding was identified during the FY21 budget to be used for countywide CPR training.

**11) Innovative and Technology Services – Budget Ordinance Amendment B220980 to re-appropriate FY21 funds in the amount of \$52,000**

The Board is requested to approve Budget Ordinance Amendment B220980 to re-appropriate FY21 funds in the amount of \$52,000 for the Time Keeping project consultant which was funded as part of the FY21 budget.

**12) Innovative and Technology Services – Budget Ordinance Amendment B220983 to re-appropriate FY21 funds in the amount of \$319,976**

The Board is requested to approve Budget Ordinance Amendment B220983 to re-appropriate FY21 funds in the amount of \$319,976 for the tax software project which was funded as part of the FY21 budget.

**13) Innovative and Technology Services – Budget Ordinance Amendment B220987 to re-appropriate FY21 funds in the amount of \$23,484**

The Board is requested to approve Budget Ordinance Amendment B220987 to re-appropriate FY21 funds in the amount of \$23,484 for the UPS battery replacements in the computer room. This funding was identified during the FY21 budget year.

**14) Innovative and Technology Services – Budget Ordinance Amendment B220989 to re-appropriate FY21 funds in the amount of \$5,629**

The Board is requested to approve Budget Ordinance Amendment B220989 to re-appropriate FY21 funds in the amount of \$5,629 for the UPS battery replacements for the Earl “Moose” Butler Law Enforcement Training Center.

**15) Innovative and Technology Services – Budget Ordinance Amendment B221069 to re-appropriate FY21 funds in the amount of \$314,719**

The Board is requested to approve Budget Ordinance Amendment B221069 to re-appropriate FY21 funds in the amount of \$314,719 These are for various projects that was budgeted for in FY21 but not completed.

**16) General Government Other – Budget Ordinance Amendment B220839 to re-appropriate FY21 funds in the amount of \$3,490**

The Board is requested to approve Budget Ordinance Amendment B220839 to re-appropriate FY21 funds in the total amount of \$3,490 for the cubicles for the Cumberland County Sheriff’s Office. This funding was identified during the FY21 budget year.

**17) Animal Services – Budget Ordinance Amendment B221011 to re-appropriate FY21 grant funds in the amount of \$80,968**

The Board is requested to approve Budget Ordinance Amendment B221011 to re-appropriate FY21 grant funds in the total amount of \$80,968 from the Petco Foundation. This was a two-year grant and was originally approved at the November 4, 2019 Cumberland County Board of Commissioner’s meeting.

**18) Health Department – Budget Ordinance Amendment B220178 to re-appropriate FY21 grant**



**funds in the amount of \$8,414**

The Board is requested to approve Budget Ordinance Amendment B220178 to re-appropriate FY21 grant funds in the total amount of \$8,414. This grant was originally approved at the August 3, 2020 Board of Commissioner's Meeting in the amount of \$10,000.

**19) Health Department – Budget Ordinance Amendment B220558 to re-appropriate FY21 grant funds in the amount of \$26,259**

The Board is requested to approve Budget Ordinance Amendment B220558 to re-appropriate FY21 grant funds in the total amount of \$26,259. This grant was originally approved at the August 3, 2020 Board of Commissioner's Meeting in the amount of \$50,000.

**Capital Investment Fund 107**

**20) Capital Investment - Technology – Budget Ordinance Amendment B220145 to re-appropriate FY21 funds in the amount of \$16,566**

The Board is requested to approve Budget Ordinance Amendment B220145 to re-appropriate FY21 funds in the amount of \$16,566. This amount represents remaining funds dedicated for the access control upgrades at the Cumberland County Sheriff Office buildings. Funding was identified during the FY21 budget year.

**21) Capital Investment Fund - Maintenance and Repairs/Capital Improvements – Budget Ordinance Amendment B220598 to re-appropriate FY21 funds in the amount of \$2,111,455**

The Board is requested to approve Budget Ordinance Amendment B220598 to re-appropriate FY21 funds in the amount of \$2,111,455. These funds are needed to complete various maintenance and repair projects and capital improvements that were budgeted but not completed in FY21.

**22) Capital Investment Fund/Register of Deeds Automation – Budget Ordinance Amendment B220586 to re-appropriate FY21 funds in the amount of \$100,000**

The Board is requested to approve Budget Ordinance Amendment B220586 to re-appropriate FY21 funds in the amount of \$100,000. This item was presented at the June 10, 2021 agenda session and approved at the June 21, 2021 Cumberland County Board of Commissioner's meeting.

**Emergency Telephone Fund 260**

**23) Emergency Telephone System – Budget Ordinance Amendment B220986 to re-appropriate FY21 funds in the amount of \$9,219**

The Board is requested to approve Budget Ordinance Amendment B220986 to re-appropriate FY21 funds in the amount of \$9,219. These funds will be used for the UPS battery replacement at Emergency Services.

**US DOT Fund 276**

**24) US DOT – Budget Ordinance Amendment B221054 to re-appropriate FY21 funds in the amount of \$89,427**

The Board is requested to approve Budget Ordinance Amendment B221054 to re-appropriate FY21 funds in the amount of \$89,427. These funds will be used for the FAMPO Multi-modal Congestion Management Process project that was approved at the April 19, 2021 Cumberland County Commissioner's meeting.

### **Crown Center Fund 600**

#### **25) Crown Center – Budget Ordinance Amendment B221066 to re-appropriate FY21 funds in the amount of \$33,367**

The Board is requested to approve Budget Ordinance Amendment B221066 to re-appropriate FY21 funds in the amount of \$33,367 for the cooling tower replacement project.

### **Solid Waste Fund 625**

#### **26) Solid Waste Ann Street/Solid Waste Container Sites – Budget Ordinance Amendment B221052 to re-appropriate FY21 funds in the amount of \$1,149,578**

The Board is requested to approve Budget Ordinance Amendment B221052 to re-appropriate FY21 funds in the amount of \$1,149,578. These funds are for the recycling center fire improvements, concrete shingle recycling pad, fencing at Ann Street, and an excavator.

### **RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/1/2021**

**SUBJECT: BOARD OF ADJUSTMENT (2 VACANCIES)**

#### **BACKGROUND**

**Gregory Parks**– completed first term. Eligible for reappointment. The Board of Adjustment recommends Gregory Parks for reappointment. (See attached)

George Turner – completing second term on September 30, 2021. Not eligible for reappointment. The Board of Adjustment requests the Board of Commissioners consider waiving the requirement under their Rules of Procedure that states “no citizen may serve more than two consecutive terms” and recommends George Turner be reappointed for a third term. (See attached)

I have attached the current membership and applicant list for this board.

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

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

#### **ATTACHMENTS:**

Description

Board of Adjustment Nomination Backup Information

Type

Backup Material

## **Board of Adjustment**

The Board of Adjustment is a "quasi-judicial" administrative body that conducts public hearings and/or reviews as listed under "duties" below. Appeals of this board's decisions are filed directly to Superior Court.

**Statutory Authorization:** NCGS 153A-345 County Code: Zoning Ordinance Article XVI

### **Member Specifications:**

10 Members

- 5 regular
- 5 alternate (Alternate members fill in for regular members as necessary and are often appointed to fill vacancies of the regular membership.)

**Term:** 3 Years

**Compensation:** None

### **Duties:**

- Conduct administrative reviews and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision, determination, refusal made by the Planning and Inspections Director or other administrative officials in the carrying out or enforcement of any provisions of the zoning ordinance;
- Hear, deny or approve applications for variances and special use permits from the terms of the zoning ordinance;
- Rule on matters concerning nonconforming uses;
- Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance.

**Meetings:** Third Thursday of each month at 7:00 PM. The average length of a meeting varies. Each member spends approximately three hours per month in service to this board.

**Meeting Location:** Historic Cumberland County Courthouse, Hearing Room #3 130 Gillespie Street Fayetteville, NC

## Kellie Beam

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**From:** David Moon  
**Sent:** Wednesday, September 1, 2021 10:01 AM  
**To:** Candice White  
**Cc:** Kellie Beam; Nikia Charles; Rawls Howard  
**Subject:** County Board of Adjustment Membership Recommendations for the BOCC

Candice:

At the August 19 BOA meeting, the Board took the following actions regarding membership and leadership:

1. The Board of Adjustment unanimously approved a motion to recommend to the Board of County Commissioners that George Turner be appointed to a third term.
2. The Board of Adjustment also unanimously recommended that the Board of County Commissioners re-appoint Greg Parks for his second term. Generally, based on our attendance records, Mr. Parks has regularly attended, currently serves as vice-chair, and actively participates in discussion at the BOA meetings.

Based on our discussion last month between you and me, George Turner will remain as member of the Board of Adjustment until replaced by the BOCC. . His term expires on September 30, 2021, and his is not eligible for re-appointment. However, because of his leadership on the BOA, the BOA members at their August 16 meeting recommended to the Board of County Commissioners that a third term be granted.

Please proceed with an agenda item for a September BOCC meeting to address the BOA recommendations discussed above. Thank you.

If you have any questions, please let me know.

**David B. Moon, AICP**  
**Deputy Director**

**Department of Planning & Inspections**  
**130 Gillespie Street**  
**Fayetteville, NC 23801**  
**Phone: (910) 678-7606**



BOARD OF ADJUSTMENT  
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/21	1st	Aug/24 8/31/24	Yes
Linda Amos (B/F) 917 Bashlot Place Fayetteville, NC 28303 910-261-4003	8/21  (serving unexpired term; eligible for two additional terms)	1st	June/22 6/30/22	Yes
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 <a href="mailto:marva@lucasmoorerealtyinc.com">marva@lucasmoorerealtyinc.com</a>	6/20  (serving unexpired term; eligible for one additional term)	1st	Sept/22 9/30/22	Yes
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 221-4095/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
<u>Alternate Members:</u>				
VACANT (Vacated by R. Davis)	8/19	2nd	Aug/22 8/31/22	No
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/19	2nd	Aug/22 8/31/22	No
Vickie M. Mullins (W/F) 5905 Turnbull Road Fayetteville, NC 28312 910-322-3100 <a href="mailto:Girlimon1@aol.com">Girlimon1@aol.com</a>	2/21  (serving unexpired term; eligible for two additional terms)	1st	June/22 6/30/22	Yes



<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Kenneth Turner (W/M) 2009 Rock Ave Fayetteville, NC 28303 484-0042/797-1896 <a href="mailto:kturneri@hotmail.com">kturneri@hotmail.com</a>	8/21	1st	Aug/24 8/31/24	Yes
<b>VACANT</b> (Vacated by L. Amos)	10/19	1st	May/22 5/31/22	Yes

Meets 3<sup>rd</sup> Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room #3

Contact: Yolanda Bennett/David Moon - Planning & Inspections Department, 678-7608

**APPLICANTS FOR  
BOARD OF ADJUSTMENT**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 <a href="mailto:DONALDBROOKS959@GMAIL.COM">DONALDBROOKS959@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED	BACHELORS
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <a href="mailto:MAXINEDICKENS69@GMAIL.COM">MAXINEDICKENS69@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL
REEVES, IAN (-/M) 415 FAIRFAX AVE FAYETTEVILLE NC 28303 910-364-4362 <a href="mailto:IAN.B.REEVES@GMAIL.COM">IAN.B.REEVES@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY BASIC AND ADVANCED LEADERSHIP COURSE <b>CATEGORY: ALTERNATE MEMBER</b>	PARALEGAL ARMY	COLLEGE
RHODES, EVA P. (-/F) 301 DUNLEITH PLACE FAYETTEVILLE NC 28311 443-326-2924 <a href="mailto:EVAPHR1161@COMCAST.NET">EVAPHR1161@COMCAST.NET</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED FEDERAL EMPLOYEE	COLLEGE LISTED

**APPLICANTS FOR  
BOARD OF ADJUSTMENT PAGE 2**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
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SILVERMAN, GARY A (W/M) 1174 DERBYSHIRE ROAD FAYETTEVILLE NC 28314 910-574-9952	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	BS, AS
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[GSILVERMAN001@GMAIL.COM](mailto:GSILVERMAN001@GMAIL.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: US ARMY LEADERSHIP COURSES

**CATEGORY: GENERAL PUBLIC**

TURNER, KENNETH (W/M) 2009 ROCK AVE FAYETTEVILLE, NC 28303 484-0042/797-1896	REALTOR REAL ESTATE INVESTMENTS	BA
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[KTURNERI@HOTMAIL.COM](mailto:KTURNERI@HOTMAIL.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC, ALTERNATE MEMBER**

TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014	DENTAL HYGIENIST DAY AND NIGHT FAMILY DENTAL	DENTAL HYGIENE, BS
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[MARTELLECOKE@GMAIL.COM](mailto:MARTELLECOKE@GMAIL.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/1/2021**

**SUBJECT: MID-CAROLINA RURAL TRANSPORTATION ADVISORY COMMITTEE  
(RTAC) (1 VACANCY)**

#### **BACKGROUND**

On August 15, 2021, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Mid-Carolina Rural Transportation Advisory Committee (RTAC):

NOMINEE(S)

Cumberland County Commissioner:

**Glenn Adams** (new appointment)

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

**Appoint a county commissioner to fill the one (1) vacancy above.**



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7, 2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/1/2021**

**SUBJECT: REGIONAL LAND USE ADVISORY COMMISSION (RLUAC) BOARD OF  
DIRECTORS (1 VACANCY)**

#### **BACKGROUND**

At their August 16, 2021, meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Regional Land Use Advisory Commission (RLUAC):

NOMINEE(S)

**Rawls Howard** (new appointment)

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

**Appoint an individual to fill the one (1) vacancy above.**



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 7,  
2021**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 9/1/2021**

**SUBJECT: FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE (FTCC)  
BOARD OF TRUSTEES (1 VACANCY)**

**BACKGROUND**

At their meeting on August 16, 2021, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville Technical Community College Board of Trustees:

NOMINEE(S)  
**Esther Thompson** (new appointment)

I have attached the current membership list for this board.

**RECOMMENDATION / PROPOSED ACTION**

**Appoint one individual to fill the one (1) vacancy above.**

**ATTACHMENTS:**

Description	Type
FTCC Board of Trustees Membership Roster	Backup Material



FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
(County Appointees)  
4 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
David Williford (W/M) 2539 Mirror Lake Dr Fayetteville, NC 28303 323-1200/987-0548/483-2500 <a href="mailto:Dwillif363@aol.com">Dwillif363@aol.com</a>	8/18	1st	Aug/22 8/31/22	Yes
Dr. Linwood Powell (W/M) 6032 Iverleigh Circle Fayetteville, NC 28311 488-1616/273-7178	6/19	2nd	June/23 6/30/23	No
Charles Harrell (W/M) 2016 Winterlochen Road Fayetteville, NC 28305 910-624-8842 <a href="mailto:charrell@harrellsauto.com">charrell@harrellsauto.com</a>	5/20	2nd	June/24 6/30/24	No
Suzanna Tucker 1834 Stetson Lane Fayetteville, NC 28304 910-867-0306 <a href="mailto:Suzannah.tucker@gmail.com">Suzannah.tucker@gmail.com</a>	6/17	1st	June/21 6/30/21	Yes

§ 155D-12(b1) – No person who has been employed full time by the community college within the prior five (5) years and no spouse or child of a person currently employed full time by the community college shall serve on the board of trustees of that college. (See file.)

Contact person: Monika Morris, [morrism@faytechcc.edu](mailto:morrism@faytechcc.edu)

PO Box 35236  
Fayetteville, NC 28303  
Phone: 678-8222  
Fax: 678-8269

Meetings: Board has been meeting the 3rd Monday of each month at 12:30 pm – Tony Rand Student Center Board Room. No meetings in July or December. (Bylaws require one meeting per month.) Written notification is sent for all regularly-called meetings.

\* Terms extended by the General Assembly.